

WORKING AGREEMENT
BETWEEN
SPOKANE COUNTY
AND
LOCAL 1553-S, AFL-CIO
AFFILIATED WITH THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES AND COUNCIL #2
AFL-CIO

January 1, 20__, through December 31, 20__

Non-Economic Proposal #2

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 thirty (30) days after being employed.
- 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 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 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.

If the Employer is provided a written Authorization for Payroll Deduction and Representation card form by the employee, the Employer shall provide to the Union, a copy of the authorization via email that shall be sent to C2everett@council2.com within ten (10) calendar days of receiving the authorization.

The Union shall provide to the County, proof (written or electronic, or voice recorded authorization) of the Authorization for Payroll Deduction and Representation Card form via email that shall be sent to AuditorPayroll@spokanecounty.org within ten (10) calendar days of the employee exercising this authorization.

Union payroll authorization cards forms are valid whether paper or electronic and the Employer & and the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation cards forms 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 forms. 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 Hire 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) 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.

5.5 Each employee shall be protected by RCW 41.56.122 (1).

5.6 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.

5.7 Definitions:

- 5.6.1 Regular Employee: An employee who has successfully completed their **new hire** probationary period. The term of the probationary period is twelve (12) months. **This period may be extended to account for any leave of absence, paid or unpaid, that the employee may take. Should an employee promote during their probationary period, their probation period will not be extended unless by mutual agreement between the Union the Elected Official/Director or their designee. The employee shall forfeit all rights to bump back to any position(s) held prior to their promotion.**
- 5.6.2 Full Time Employee: A regular employee who regularly works a minimum of 37.50/40-hours per week on a continuing basis.
- ~~5.6.3 Part Time Employee: A regular employee who works less than a 37.5/40- and more than 18.75/20 hours per week on a continuing basis and receives benefits on a true pro-rated basis.~~
- 5.6.3 Percentage/Job Share Employee: A regular employee who **works less than 37.50 hours on a continuing basis.** is not a Full-Time Employee but works on a percentage basis so benefits are pro-rated (i.e. 50%, 75%, 90%) based on the percentage of time the employee is regularly scheduled to work.
- 5.6.4 **Probationary Period:**
- 5.6.4.1 **~~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.~~**
- 5.6.4.2 **~~Promotional 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.~~**
- 5.6.4.3 **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.**
- 5.6.4.4 **Employees who promote during their new hire probation period shall not be eligible to revert back to their former position, unless mutually agreed to by their former Elected Official/Department Head or designee.**
- 5.6.4.5 **During such period an employee may be transferred, laid off or terminated at the discretion of the Employer.**

****03/15/2022 – TA 5.6.1-5.6.4**

- 5.7** The Human Resource Department, once each month, will provide electronically to the WSCCCE (Spokane Office) a bargaining unit report which contains the following member information: Employee's full name, home mailing address, home telephone number, work telephone number (if applicable), work email address (if applicable), job code number, job classification title, salary range and step, denote 37.50 or 40 hours per week, employees hourly and monthly compensation, County's date of hire, and the date this employee actually transferred into the Local.

Non-Economic Proposal #6

ARTICLE 12 - HOURS OF WORK

***The County is willing to withdraw it's proposed changes to Article 12.3 and agree to the Union's proposed changes to 15.8.3 & 15.8.7 if the Union agrees to the County's proposal for Exempt employees.*

12.3 Paid Leave:

All paid leave shall be considered as hours worked **but only holiday pay will not count toward overtime eligibility. No other paid leave will count toward overtime eligibility.**

Non-Economic Proposal #8

ARTICLE 14 – CLASSIFICATION/RECLASSIFICATION

14.1 Positions and Classification Specifications:

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

14.1.2 Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, descriptions/class specifications, job code number and pay grade as listed in Appendix 1. Different positions within a classification may use different selection factors and recruitment processes.

14.1.3 The County agrees to update the classification specifications when requested by a department in a timely manner and provide written notice to the applicable local union. **If the County creates a new classification or makes updates to a classification specification, the County will provide the Union fourteen (14) fifteen (15) working days notice prior to the implementation of the new or revised specification.** The Union will have 20 working **fourteen (14) fifteen (15) working** days from receipt of the notice **and copy of the new or revised classification** to negotiate **discuss** the impact of changes to the existing classification **and/or employee(s)**. The parties may extend the time frames by mutual agreement.

14.2 Reclassifications: ~~Employees shall have the right to request re-evaluation utilizing the following procedures. In any case, an employee cannot be reclassified if they do not meet the minimum requirements of a position to which they are requesting reclassification to.~~

~~14.2.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant change in duties and responsibilities. All requests shall be submitted on a Job Analysis Request form. An employee or the employer may file a request.~~

~~14.2.2 Positions submitted for reclassification consideration, related to a nine (9) month out of class assignment must have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The Elected Official, Department Head or designee shall have 10 working days to respond in writing to the request and/or forward request to Human Resources.~~

- ~~14.2.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or department must detail those duties that are contained within a different class specification or are not contained within the employee's current class specification. Additionally, the requester must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The local union shall be forwarded a copy of the request. The Elected Official, Department Head or designee shall have ten (10) working days to respond in writing to the request and or forward the request to Human Resources.~~
- ~~14.2.4 If there is no concurring signature from the Elected Official, Department Head or designee in either case described in 14.3.6.2 or 14.3.6.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request. Additionally the Elected Official, Department Head or designee must assure there is no assignment of out of class duties.~~
- ~~14.2.5 If the employee and Elected Official, Department Head or designee agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification the reclassification request may be submitted to step 2 of the grievance procedure.~~
- ~~14.2.6 If agreed to and approved, and the employee has been receiving out of class pay, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Elected Official, Department Head or designee.~~
- ~~14.2.7 If there is disagreement between the employee and the Elected Official, Department Head or designee regarding the content of the information on the Job Analysis Request, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Elected Official, Department Head or designee.~~
- ~~14.2.8 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Elected Official, Department Head or designee.~~

~~14.2.9 Once Human Resources has received the reclassification request, they will respond within thirty (30) working days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) working days.~~

~~14.2.10 If there is no concurring signature from the Elected Official, Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 2 of the grievance procedure.~~

~~14.2.11 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.~~

~~14.2.12 Reclassified positions with no incumbent shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.~~

The Local Bargaining Unit, via the Union Staff Representative, may make requests to the Elected Official/Department Head and/or designee, along with Human Resources and/or Civil Service, to review up to three (3) individual positions per year to see if the employee(s) are working outside of their classification. The Union must provide all evidence/documentation they believe would support their position at the time of the requested review.

If after review, Human Resources and/or Civil Service, and the Elected Official/Department Head and/or designee agree that the employee is working outside of their classification, the following options may take place:

- 1) The Elected Official/Department Head and/or designee shall commence paying the employee out of class pay for performing these duties; or, they may immediately reassign the additional duties to the appropriate classification or,**
- 2) If it is determined that there is a need for a higher-level position and it is approved to be established within the department, the position will be posted for five (5) working days. After the five (5) working days application period, the Department Head and/or designee will review all applications and award the position to the most qualified applicant.**

If after review of the Union's evidence/documentation, Human Resources and/or Civil Service and the Elected Official/Department Head and/or designee do not find that the employee is working outside of their current classification, no further action will be taken.

14.3 Wage/Range Adjustments for Existing Classifications:

In the event there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing, the Department, or Human

Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary even when there is no significant change in duties and responsibilities or there is no nine month out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the salary and the impact of the adjustment on the affected employees. **In the event the County conducts a job analysis and/or wage study during the term of this agreement that causes a Local 1553-S covered classification's wage range to change, the County will share the analysis and/or wage study data and notify the Union ~~twenty-one~~ (21) fifteen (15) working days prior to implementation. During this time period, the Union must request to bargain the impacts of the change. The parties may extend the time frames by mutual agreement.**

14.4 Administration of Rates of Pay:

Administration of rates of pay shall be as follows:

- No employee shall be paid at an **hourly** rate of pay less than the minimum nor more than the maximum **pay** salary-range established for his/her job classification as set forth in the pay plan.
- ~~All pay rates in the pay plan are based upon full time employment at the normal working hours for the position.~~

14.5 Calculating Hourly Wage:

~~14.5.1 For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:
Annual Salary divided by weekly hours worked divided by 52 weeks = Standard Hourly Rate.~~

~~14.5.2 The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.~~

14.6 Starting Rate Upon Initial Employment:

14.6.1 New employees to Spokane County shall be appointed at a step within the pay range, ~~not to exceed step six (6)~~, in effect for the particular classification or position to which the appointment is made.

14.6.2 The Union shall be notified of such advance step placement. ~~Employees to be hired at step seven (7) or above shall be by mutual agreement between the County and the Union.~~

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

14.6.4 An advanced step placement at step two (2) or above shall require 12 months (1950 or 2080 hours worked) before advancing one step (2.56%) in 2018, two steps (5.12%) commencing January 1, 2019 on the wage table. Subsequent step increases shall be at twelve (12) month intervals from the date of the 12 month increase, until the top step is achieved.

14.6.5 For those not advanced step placed, Upon successful completion of a minimum six (6) months (975 or 1040 hours worked), the new employee will advance one step (2.56%) on the wage table; and, commencing January 1, 2019 subsequent steps after this first step increase after hire (975 or 1040 hours/6 month) will be at two steps increments (5.12%). Subsequent step increases shall be at twelve (12) month intervals from the date of the 6 month increase, until the top step is achieved.

14.7 Pay Rate Upon Promotion: A current regular employee who is promoted shall be paid at the step in the new range which represents at least a 5.042% step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range.

If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a **one**-step increase, six (6) months after the effective date of beginning the new job assignment.

If the promotion is not a competitive recruitment, the employee will receive a step increase twelve (12) months after the effective date of beginning the new job assignment.

In either case, Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

Step increases will be in increments of 2 steps if initial hire into County was prior to 7/15/14 or 1 step if initially hired after 7/15/14. Commencing January 1, 2019 step increases after the first step increase after hire will be in two step increments (5.12%) until the top step is achieved. —

14.8 Pay Rate Upon Reclassification:

14.8.1 Reclassification to a higher classification:

If an individual position is reclassified with an incumbent employee in the classification and there is no competitive recruitment process, the employee shall be paid at the step in the new range which represents at least a 5.042% increase, but not to exceed a 10.24% increase, over the rate of pay received immediately prior to the reclassification or at the minimum step of the new range, whichever is greater. The resulting

increase cannot exceed the maximum step of the new range. **Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.**

~~The employee will receive step increase in increments of 2 steps if initial hire into County was prior to 7/15/14 or 1 step if initially hired after 7/15/14. Commencing January 1, 2019 step increases will be in two step increments (5.12%) until the top step is achieved. The next step increase will be twelve (12) months after the effective date of the reclassification and subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.~~

14.8.2 Reclassification to a lower **paying** classification:

If an individual position **and/or job classification** is reclassified with an incumbent employee in the position, the employee shall be "Y" rated. "Y" rating shall be defined as follows: An employee shall continue to receive compensation at their current rate if that rate is higher than that provided for their new classification/position. The employee will be considered ineligible for an increase in pay until an adjustment in the salary structure or a promotion to a classification with a higher salary range brings the employee's rate of pay within the established range for the position.

14.9 Pay Rate Upon Wage/Range Adjustments: Classifications which are adjusted to a higher salary range shall have those affected retain their individual step to a maximum of ten percent (10%). Further, the affected employees shall retain their current step date unless otherwise negotiated and agreed to in writing.

14.10 Pay Rate Upon Demotion or Reduction:

14.10.1 An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate. Upon demotion the existing anniversary date shall be eliminated, and the date of such demotion shall be used to calculate the new anniversary date.

14.10.2 An employee who returns to their former classification during their probationary period following promotion shall receive the same step date in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

14.10.3 An employee who accepts a demotion/reduction or bidding to a lower classification or a previous classification shall be placed in the step that causes the employee the least amount of financial loss.

14.11 Pay Rate Upon Transfer: An employee who transfers from one position to another within the same classification or different classification within the same salary range, shall continue the same rate of pay as before the transfer and retain their current step increase date.

14.12 Adjustments to the Anniversary Date (Step Adjustment Date): In addition to the provisions of 14.3.9, Pay Rate Upon Promotion, 14.3.10, Pay Rate Upon Reclassification, and 14.3.11, Pay Rate Upon Wage/Range Adjustment, the anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

14.12.1 If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.

14.12.2 When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be adjusted in accordance with County policies and procedures.

14.12.3 When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.

14.12.4 Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.

14.12.5 Step dates and longevity dates shall not be adjusted for paid leave.

Non-Economic Proposal #13

ARTICLE 21 - GENERAL CONDITIONS

***All other aspects of the County's proposal has been TA'd/withdrawn except for Article 21.1*

21.1 Work Rules:

The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules. **The Union will have ~~fourteen (14)~~ fifteen (15) working days from notification of the change to request a meeting to discuss the purpose and intent of the new or revised work rule or policy. The parties may extend the time frame by mutual agreement.**

Non-Economic Proposal #20

Appendix # - Normal (Lag) Pay System

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.

Examples of how lag pay may be implemented:

- 1) **Semi-Monthly:** Hours worked from the 1st through the 15th of the month will be paid on the 22nd of the month. Hours worked from the 16th through the end of the month will be paid on the 7th of the following month.
- 2) **Bi-Weekly:** 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.
 - ~~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/PTO 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 or change in the implementation for this bargaining unit, at least 60 days notice will be given.