WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

July 1, 2023

Through

June 30, 2026
# Table of Contents

PREAMBLE.................................................................................................................................................. 3
ARTICLE 1 - UNION RECOGNITION/AUTHORIZED AGENTS...................................................................... 3
ARTICLE 2 - NON DISCRIMINATION ........................................................................................................... 3
ARTICLE 3 - UNION SECURITY .................................................................................................................... 3
ARTICLE 4 - UNION/MANAGEMENT RELATIONS ....................................................................................... 4
ARTICLE 5 - UNION ACTIVITIES .................................................................................................................. 6
ARTICLE 6 - HOURS OF WORK ..................................................................................................................... 6
ARTICLE 7 - SHIFT CHANGE .......................................................................................................................... 7
ARTICLE 8 - WAGES ....................................................................................................................................... 7
ARTICLE 9 - OUT OF CLASSIFICATION PAY ............................................................................................... 11
ARTICLE 10 - HOLIDAYS .............................................................................................................................. 11
ARTICLE 11 - PAID TIME OFF (PTO) ........................................................................................................... 12
ARTICLE 12 - INSURANCE BENEFITS ....................................................................................................... 20
ARTICLE 13 - LEAVES .................................................................................................................................... 21
ARTICLE 14 - GRIEVANCE PROCEDURE ...................................................................................................... 22
ARTICLE 15 - SENIORITY ................................................................................................................................ 24
ARTICLE 16 - DISCIPLINE AND DISCHARGE ............................................................................................. 26
ARTICLE 17 - STRIKES AND LOCKOUTS ...................................................................................................... 27
ARTICLE 18 - SUB-CONTRACTING WORK .................................................................................................... 28
ARTICLE 19 - TRAINING COSTS .................................................................................................................... 28
ARTICLE 20 - SCOPE OF AGREEMENT ....................................................................................................... 28
ARTICLE 21 - INFORMATION REQUESTS ................................................................................................... 28
ARTICLE 22 - TERM OF AGREEMENT ........................................................................................................ 29
SIGNATURE PAGE ......................................................................................................................................... 30
APPENDIX A .................................................................................................................................................. 32
PREAMBLE

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

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

ARTICLE 1 – UNION RECOGNITION/AUTHORIZED AGENTS

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

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

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

ARTICLE 3 - UNION SECURITY

3.1 The Employer will furnish the Union once every 120 days for all employees and within twenty-one (21) days for new hires the following information:
   a. Employee’s name
   b. Employee’s hire date
c. Employee contact information:
   a. Cell, Home, and/or Work Number
   b. Work and Most up-to-date Email Address
   c. Home or Personal Mailing Address

d. Employee’s job title

e. Employee's rate of pay

f. Employee’s work site

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

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

ARTICLE 4 – UNION/MANAGEMENT RELATIONS

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

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

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

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

   C. Direct and supervise employees;

   D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies;
E. Determine the Employer’s mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

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

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

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

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

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

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

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

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

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

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

4.4 Labor/Management Meetings: It is mutually agreed that a committee (representatives and/or stewards and one other unit member) from the Union and Management conduct labor/management meetings for the purpose of resolving problems that may arise and to promote the general climate of labor/management relations. Meetings shall be conducted as needed. (Management Tools): Layoff mitigation options, like furlough, or reduction in hours will be moved to labor management if necessary due to budget reductions.
ARTICLE 5 – UNION ACTIVITIES

The employer agrees to grant shop stewards, or executive board officers, reasonable time off without pay, not to exceed a total of five (5) working days in any calendar year, unpaid, to attend and represent the Operating Engineers Local #280 at conventions and seminars as approved by the Local Union.

5.1 The Employer agrees that during working hours, on the Employer’s premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from their appropriate elected official department head or designee who may deny the request pursuant to above and agrees to carry out these activities at times which are the least disruptive to the workplace, including avoiding adverse impacts to any department in which the Local Union Officers reside. The resolving of issues at the “lowest possible level” means, in part, that the order of involving authorized Union representatives will occur in the following sequence: (1) the Shop Steward of the specific department having the issue will be called upon first to resolve the issue of the department; (2) the Staff Representative for the Local Union Council will be called upon secondarily to resolve the issue of the department; (3) if the matter cannot first be resolved by the Shop Steward or by the Staff Representative for the Local Union Council, then the Local Union Officer(s) may be called upon to help resolve the issue.

5.2 To ensure adequate staffing, no more than one (1) of the represented employees in a work unit will participate in Union Activities at one time. A “work unit” shall be defined as a group of employees who answer to a common supervisor.

5.3 The County will pay up to two (2) employees to participate in negotiations for a maximum of up to forty (40) hours per employee. Any time spent by the employee(s) in negotiations above and beyond the forty (40) hours will be unpaid. Employees may utilize vacation or comp time for the unpaid time.

ARTICLE 6 - HOURS OF WORK

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

Boiler operators will be provided with a thirty (30) minute paid lunch while other Local 280 members will be provided with a 30-minute unpaid lunch. Two (2) fifteen (15) minute rest periods will be provided during the eight (8) or ten (10) hour shift.
Employees must seek prior approval if they desire to work through a rest or meal break.

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

ARTICLE 7 - SHIFT CHANGE

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

ARTICLE 8 - WAGES

8.1 Employees shall be compensated in accordance with the Salary Range Table attached to this Agreement and marked Appendix A.

- Effective the 1st of full pay period following the BoCC’s final approval of the agreement, all employees will be placed on the wage scale nearest to their current wage, without a wage deduction. In addition, all employees who are at Step #12 or below after being placed on the scale will be moved one additional step.
- For 2024, effective the 1st of full pay period following July 1, 2024 the scale will be increased by 3.0%
- For 2025, effective the 1st full pay period following July 1, 2025 the scale will be increased by 3.0%.

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

8.3 Step Increase Process: Wage Table will have Steps between 1 through 13. For an employee to receive a scheduled step increase (see Appendix “A”), the employee would need all successful ratings or above to get a step increase.

8.4 Wage Adjustments: A position’s pay range may be adjusted based on market and/or internal equity factors in accordance with the County’s Compensation Philosophy. The incumbent employee shall retain their current step in the new pay range up to a maximum increase of ten percent (10%). The typical adjustment will be in the range of five to ten (10%) percent. The employee will receive the next step increase twelve (12)
months after the effective date of the wage adjustment; and, subsequent step increases shall be in twelve (12) month intervals until the top step is achieved.

8.5 Employees agree to direct deposit.

8.6 Overtime-Call Back

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

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

8.6.3 If compensatory time off has not been taken off within twelve (12) months, it shall be paid at the rate of time and one-half rate (1 ½) the regular rate of pay. No employee shall have more than forty (40) hours of compensatory time on the books. Compensatory time may be taken at times that is mutually agreeable to the employer and the employee. Compensatory time in the books at the time of separation from service shall be paid at the time and one-half rate.

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

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

8.7 Shift Differential: In addition to the established wage rates, the employer shall pay an hourly premium of fifty ($0.50) cents to the employees for all hours worked on a regular scheduled swing shift (3:00 p.m. -11:00 p.m.). For all hours worked on a regular scheduled graveyard shift (11:00 p.m. to 7:00 a.m.), the employer shall pay an hourly premium of two ($2.00) dollars per hour.
8.8 Longevity: A monthly longevity bonus will be paid, in addition to his/her regular rate of pay, if the employee has continuous service from time of appointment to regular full-time employment. Payment will be calculated as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 7 years</td>
<td>$40.00</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>$75.00</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 20 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

The longevity date is established as the first of the month for all employees hired on the fifteenth (15th) of the month or before and the first (1st) of the following month for all employees hired after the fifteenth (15th) of the month.

8.9 Probationary Period

The first twelve (12) months shall be deemed a probationary period. During an employee’s probationary period, an employee may be transferred/laid off/or terminated at the discretion of the employer.

8.10 New Position

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

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

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

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

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

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

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

Eligible Licenses

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

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

Employees hired during the year will receive the $350.00 allowance the second pay period from their hire date. Thereafter, those employees will be paid the annual allowance on the first pay period following January 1 each year.

8.13 Education/Certification Reimbursement: For the duration of this agreement, the County will reimburse each employee up to a total of $500.00 for continuing education and/or obtaining a new license or certification that has been approved by the department.
ARTICLE 9 - OUT OF CLASSIFICATION PAY

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

ARTICLE 10 - HOLIDAYS

10.1 The following days shall be observed as holidays:

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

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

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

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

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

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

**ARTICLE 11 – PAID TIME OFF (PTO)**

Definitions

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

2. Immediate family means spouse, state registered domestic partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or a more distant relative living as a member of the employee’s immediate family.

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

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

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

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

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

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

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

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

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

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

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

11.2.1 Accrual of PTO hours are at the following rates:

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

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

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

11.3 Requesting PTO Time:

11.3.1 Employees can use PTO as it is earned.

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

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

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

11.3.3.3 Unapproved absences will be without pay.

11.4 Maximum Annual Rollover:

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

11.5 CAT (Catastrophic) Account:

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

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

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

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

11.6 Annual PTO Cash Out/Incentives:

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

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

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

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

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

11.6.5.1 Additional cash included in their paycheck.

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

11.6.6 Requests to cash out must be submitted in writing by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.

11.7 Separation from Service/Rehire:

11.7.1 Upon separation from service for any reason, employees will be cashed out at one hundred percent (100%) of their PTO balance, up to a maximum of the annual rollover amount (will vary depending upon each employee’s years of service and respective accrual rates at time of separation).
a. Employees 60 years of age or older with at least five (5) years of service:
   • One week of PTO (37.5 or 40 hours) will be paid out as cash in their final paycheck
   • Remaining PTO will be cashed out at 100% to a VEBA

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

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

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

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

11.8 Other Components of the Program

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

11.8.2 Short Term Disability (STD):

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

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

   c. STD has a benefit waiting period of 60 calendar days from the date of the disability. STD benefits end when Long Term Disability (LTD) begins.

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

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

11.8.3 Long Term Disability (LTD):

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

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

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

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

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

11.8.4 Labor and Industries (L & I) Leaves:

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

ii. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with Workman’s Comp statutes and County policy. If no CAT hours are available, PTO time or leave without pay may be used.

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

iv. Monthly income payment is determined by L & I. Contact the Risk Management Department for information and requirements.
11.8.5 Family and Medical Leave Act (FMLA):

Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/conditions (including the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences. In cases where an employee is utilizing Washington State Paid Leave, they may not utilize their own paid leave to supplement their payments under the state’s Paid Sick Leave program.

11.9 Conversion From Current Plan to PTO:

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

b. Vacation hours will be converted hour for hour.

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

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

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

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

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

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

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

d. All PTO hours will be converted to vacation.

e. Personal Holiday hours will be added at the beginning of the next calendar year.

f. If vacation hours, after conversion, exceed the maximum PTO accrual rate for the employee, the excess PTO will be cashed out down to the maximum.
11.11 Retaliation: An employer may not discriminate or retaliate against an employee for the lawful use of PTO as it relates to paid sick leave rights.

**ARTICLE 12 – INSURANCE BENEFITS**

12.1 Medical/Dental/Life Insurance

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

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

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

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

12.2.1 Members who divorce spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the effective date of divorce/termination or may be subject to discipline under the terms outlined in Article 16.

12.4 Affordable Care Act Taxes: The Parties agree to avoid health care benefits from being taxed (Cadillac Tax), assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected, by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, the County has the option of unilaterally eliminating the Flexible Spending Account (FSA) or unbundling Vision from the health care plans as measures to avoid the Cadillac Tax, fees or penalties.
If the Parties health care plans are projected, by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, fees or penalties and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical/Dental will automatically open for negotiations.

12.5 Paid Family & Medical Leave: Employees covered under this agreement will pay the appropriate portion of the premium for coverage under this leave act. The premium is 0.6% of gross monthly wages with approximately 73% paid by the employee and 27% paid by the employer (this rate is determined and subject to change by the State).

12.6 WA CARES Fund – Long Term Care (LTC) Coverage: Beginning July 1, 2023, Spokane County is required to deduct a new employee paid premium of $0.58 per $100 of earnings (this rate is determined and subject to change by the State) to fund the Long-Term Securities and Support Trust act through the WA CARES fund. Employees were offered an opt-out of the program by providing verification of an approved long-term care policy and/or they meet one of the program exemptions. Employees must provide their exemption letter to the Human Resources department to be excluded from paying this premium.

ARTICLE 13 – LEAVES

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

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

In addition:
- Two additional workdays may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and fifty miles outside of Spokane County and not return home during the bereavement leave.
- Bereavement leave can be utilized over a six (6) month period after the death.

21
• If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, or PTO.

13.4 In accordance with the provisions of RCW 49.12 and any other applicable State or Federal law, the Employer agrees to grant family leave. Employees shall use their accumulated PTO accrual while on family leave (see Article 9- Paid Time Off). The first five (5) days of each condition will be chargeable to the employee’s regular PTO balance. Employees who are eligible to access and have a balance in their CAT account will have the option of using CAT hours in lieu of PTO hours, once the five (5) working day minimum is met. The employee on leave must notify their supervisor, manager, or Department Head of their intended return to work date and maintain regular communication as to the status of their return. The County may require appropriate medical certification before an employee can return to work.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

5) If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

6) Grievances initiated by the Employers shall be processed in this same manner but they may be initiated at Step 3 with the Business Representative.
14.4 Liability
No monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

ARTICLE 15 – SENIORITY

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

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

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

15.3.1 Discharge, retirement or resignation of the employee;

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

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

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

15.3.5 Failure, when on layoff, to report for work within two (2) weeks after notice has been given to the Shop Steward and the employee, shall constitute refusal of work, such notices shall be by certified mail.

15.4 Departmental seniority lists shall be brought up to date each year on 1 January and posted in a conspicuous place. Two (2) copies of the seniority list shall be provided to the Shop Steward.
15.5 Any employee returning to work after an authorized leave may claim his/her former permanent classification if it still exists and if his/her seniority within classification is greater than an employee currently holding such classification within his/her department.

If the classification no longer exists or he/she does not have sufficient seniority to displace a current employee in that classification, he/she may by first, department seniority and second, by County seniority, claim an existing lower classification, for which he/she is qualified. Any current employee so displaced shall have similar rights to claim a lower existing classification by seniority, for which he/she is qualified.

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

15.7 Promotions

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

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

15.7.3 Employees not selected shall upon request receive a written explanation citing the reasons why not selected.
15.8 Layoffs

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

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

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

ARTICLE 16 - DISCIPLINE AND DISCHARGE

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

16.1 Oral Reprimand

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

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

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

16.2 Any disciplinary action or measure upon a regular employee may be processed as a grievance through the regular grievance procedure.
16.2.1 Oral reprimands may be grieved to no higher than Step 3 of the grievance procedure (to the Human Resources Director). That decision shall be final and binding.

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

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

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

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

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

16.8 Disciplines issued to an employee will not be used as basis for further progressive discipline after a period of two (2) years. Disciplines will remain in the employee’s file.

**ARTICLE 17 – STRIKES AND LOCKOUTS**

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

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

In the case of any activity in violation of this Article, including strike, slowdown or other suspension of work not authorized by the International Union, the Local
Union, or any of their officers, the County agrees that neither the International Union, the Local Union nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about an immediate end to the conduct.

**ARTICLE 18 – SUB-CONTRACTING WORK**

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

**ARTICLE 19 – TRAINING COSTS**

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

**ARTICLE 20 - SCOPE OF AGREEMENT**

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

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

**ARTICLE 21 - INFORMATION REQUESTS**

The Employer agrees to provide the Union, upon written request, with access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.
ARTICLE 22 – TERM OF AGREEMENT

This agreement still continue in full force and effect from July 1, 2023 through June 30, 2026, except all changes made to this agreement will become effective on the date of ratification or the later date identified in the Articles if ratified after the expiration of the prior agreement. If either party wishes to terminate, modify, or change this agreement, it shall, at least ninety (90) days prior to June 30, 2026 give written notice of such intention. If neither party shall give notice to termination, change, or modify this Agreement as provided, the Agreement shall continue in effect for one (1) year after June 30, 2026, subject to termination or modification thereafter as set forth above.
July 1, 2023, through June 30, 2026, Working Agreement between Spokane County and Local 280 International Union of Operating Engineers.

Dated this ________________ day of ________________, 2023.

**Board of County Commissioners**

**of Spokane County, Washington**

By: __________________________
Mary Kuney
Commissioner - Chair

By: __________________________
Josh Kearns
Commissioner – Vice Chair

By: __________________________
Al French
Commissioner

By: __________________________
Chris Jordan
Commissioner

By: __________________________
Amber Waldref
Commissioner

**For the International Union**

**of Operating Engineers, Local 280**

By: __________________________
Corey Stratton
Business Manager

By: __________________________
Michael Seymour
President – Local 280

By: __________________________
Recording Secretary

By: __________________________
Union Steward
By: _____________________
    Gil Haubert
    Facilities Director

By: _____________________
    Ashley Cameron
    Sr. Director, Human Resources

By: _____________________
    Joshua Groat
    Employee & Labor Relations Manager
<table>
<thead>
<tr>
<th>TITLE</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
<th>STEP 9</th>
<th>STEP 10</th>
<th>STEP 11</th>
<th>STEP 12</th>
<th>STEP 13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiler Maintenance Spec 1</td>
<td>Ratification</td>
<td>$26.20</td>
<td>$26.96</td>
<td>$27.72</td>
<td>$28.52</td>
<td>$29.33</td>
<td>$30.16</td>
<td>$31.02</td>
<td>$31.90</td>
<td>$32.79</td>
<td>$33.71</td>
<td>$34.66</td>
<td>$35.63</td>
</tr>
<tr>
<td>July 1, 2024</td>
<td>$26.99</td>
<td>$27.77</td>
<td>$28.55</td>
<td>$29.38</td>
<td>$30.21</td>
<td>$31.06</td>
<td>$31.95</td>
<td>$32.86</td>
<td>$33.78</td>
<td>$34.72</td>
<td>$35.69</td>
<td>$36.69</td>
<td>$37.72</td>
</tr>
<tr>
<td>July 1, 2025</td>
<td>$27.80</td>
<td>$28.60</td>
<td>$29.41</td>
<td>$30.26</td>
<td>$31.12</td>
<td>$32.00</td>
<td>$32.91</td>
<td>$33.84</td>
<td>$34.79</td>
<td>$35.76</td>
<td>$36.77</td>
<td>$37.80</td>
<td>$38.85</td>
</tr>
<tr>
<td>Boiler Maintenance Spec 2</td>
<td>Ratification</td>
<td>$29.97</td>
<td>$30.81</td>
<td>$31.69</td>
<td>$32.60</td>
<td>$33.52</td>
<td>$34.48</td>
<td>$35.45</td>
<td>$36.44</td>
<td>$37.46</td>
<td>$38.51</td>
<td>$39.59</td>
<td>$40.69</td>
</tr>
<tr>
<td>July 1, 2024</td>
<td>$30.87</td>
<td>$31.73</td>
<td>$32.64</td>
<td>$33.58</td>
<td>$34.53</td>
<td>$35.51</td>
<td>$36.51</td>
<td>$37.53</td>
<td>$38.58</td>
<td>$39.66</td>
<td>$40.77</td>
<td>$41.91</td>
<td>$43.09</td>
</tr>
<tr>
<td>July 1, 2025</td>
<td>$31.80</td>
<td>$32.69</td>
<td>$33.62</td>
<td>$34.59</td>
<td>$35.56</td>
<td>$36.58</td>
<td>$37.60</td>
<td>$38.66</td>
<td>$39.74</td>
<td>$40.85</td>
<td>$42.00</td>
<td>$43.17</td>
<td>$44.38</td>
</tr>
<tr>
<td>Maintenance Supervisor</td>
<td>Ratification</td>
<td>$28.18</td>
<td>$28.99</td>
<td>$29.80</td>
<td>$30.65</td>
<td>$31.53</td>
<td>$32.42</td>
<td>$33.33</td>
<td>$34.28</td>
<td>$35.26</td>
<td>$36.26</td>
<td>$37.29</td>
<td>$38.33</td>
</tr>
<tr>
<td>July 1, 2024</td>
<td>$29.03</td>
<td>$29.86</td>
<td>$30.69</td>
<td>$31.57</td>
<td>$32.48</td>
<td>$33.39</td>
<td>$34.33</td>
<td>$35.31</td>
<td>$36.32</td>
<td>$37.35</td>
<td>$38.41</td>
<td>$39.48</td>
<td>$40.59</td>
</tr>
<tr>
<td>July 1, 2025</td>
<td>$29.90</td>
<td>$30.76</td>
<td>$31.61</td>
<td>$32.52</td>
<td>$33.45</td>
<td>$34.39</td>
<td>$35.36</td>
<td>$36.37</td>
<td>$37.41</td>
<td>$38.47</td>
<td>$39.56</td>
<td>$40.67</td>
<td>$41.81</td>
</tr>
<tr>
<td>Maintenance Tech 3</td>
<td>Ratification</td>
<td>$26.20</td>
<td>$26.96</td>
<td>$27.72</td>
<td>$28.52</td>
<td>$29.33</td>
<td>$30.16</td>
<td>$31.02</td>
<td>$31.90</td>
<td>$32.79</td>
<td>$33.71</td>
<td>$34.66</td>
<td>$35.63</td>
</tr>
<tr>
<td>July 1, 2024</td>
<td>$26.99</td>
<td>$27.77</td>
<td>$28.55</td>
<td>$29.38</td>
<td>$30.21</td>
<td>$31.06</td>
<td>$31.95</td>
<td>$32.86</td>
<td>$33.78</td>
<td>$34.72</td>
<td>$35.69</td>
<td>$36.69</td>
<td>$37.72</td>
</tr>
<tr>
<td>July 1, 2025</td>
<td>$27.80</td>
<td>$28.60</td>
<td>$29.41</td>
<td>$30.26</td>
<td>$31.12</td>
<td>$32.00</td>
<td>$32.91</td>
<td>$33.84</td>
<td>$34.79</td>
<td>$35.76</td>
<td>$36.77</td>
<td>$37.80</td>
<td>$38.85</td>
</tr>
</tbody>
</table>