

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING)
THE EXECUTION OF A COLLECTIVE)
BARGAINING AGREEMENT WITH PWG)
(PUBLIC WORKS GUILD))
[January 1, 2018 - December 31, 2020])

RESOLUTION

WHEREAS, pursuant to the provisions of the RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of chapter 41.56 RCW, public employers have the duty to collectively bargain with collective bargaining units with regard to wages, hours and working conditions; and

WHEREAS, pursuant to the above referenced statutory provisions, the Board through the Human Resource Department has been collectively bargaining with bargaining units with regard to wages, hours and working conditions; and

WHEREAS, the Human Resource Department submitted a proposal to Public Works Guild, regarding wages, hours and working conditions for the time frame from January 1, 2018 through December 31, 2020, as more particularly set forth in Attachment "A," attached hereto and incorporated herein by reference.

WHEREAS, the above referenced bargaining unit has ratified that proposal set forth in Attachment "A;" and

WHEREAS, the Human Resource Department is requesting and recommending that the Board of County Commissioners ratify the proposal as set forth in Attachment "A."

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that the Board of County Commissioners does hereby approve and agree with all provisions set forth in Attachment "A," attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, any documents with respect to the above referenced bargaining unit so long as it/they are consistent with the provisions of Attachment "A".

PASSED AND ADOPTED this 15th day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

GINNA VASQUEZ
GINNA VASQUEZ, Clerk of the Board

JOSH KERNS
JOSH KERNS, CHAIR

MARY KUNEY
MARY KUNEY, VICE-CHAIR

AL FRENCH
AL FRENCH, COMMISSIONER

"Attachment A"

PWG SETTLEMENT

2018-2020

APRIL 25, 2018

1. Sick Leave revised to comply with Initiative 1433
2. 13 Step Conversion starting in 2019
3. Management Rights language expanded and detailed
4. Definition of Immediate Family to comply with existing leave laws such as WLA and FMLA
5. Bereavement Leave revised and clarified
6. Grievance filings will include the Human Resources Manager
7. Oral Reprimand appeals to the HR Director with decision final and binding
8. Other disciplinary forms allowed by mutual agreement
9. Removal of personnel documents detailed with time frames for retention
10. Insurance benefits may be opened during term to consider cost containment measures
11. Life Insurance is increased to \$25,000. Supplemental insurance remains available to employees
12. Wages: 2% adjustment effective 01/01/2018
2% adjustment effective 01/01/2019
2% adjustment effective 01/01/2020
13. Term of contract January 1, 2018 thru December 31, 2020
14. Employees hired after ratification will be required to be paid by direct deposit
15. Authorized Agents for the County and the PWG
16. VEBA account available on a voluntary basis for PWG members. NO match from County
17. Eliminate the existing 2014 MOU on boot allowance and insert language providing for an annual payment to PWG members of \$300 for professional organization fees or the purchase of boors for those employees involved in field work. For 2018, payment will be made after ratification. Payment for succeeding years will be done the second pay period of January or each year to those employees on payroll as of January 15th.
18. Engineer I who secure their PE license will be automatically advanced to Engineer 2 level

AGENDA SHEET

SUBMITTING DEPARTMENT: Human Resource Department

CONTACT PERSON: Tim Hansen

PHONE NUMBER: 477-2122

CHECK TYPE OF MEETING ITEM BELOW:

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA:
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:
BY LEAVE:

SPECIAL SESSION:

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No. 18 - 0362
Approved: Majority/Unanimous _____
Denied: Majority/Unanimous _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____

AGENDA TITLE: IN THE MATTER AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT PWG (PUBLIC WORKS GUILD).

BACKGROUND: (Attach separate sheet(s) if necessary):

The Human Resource Department has been negotiating with Public Works Guild regarding a Labor Agreement as more particularly set forth in the proposal labeled as Attachment "A," attached hereto and incorporated herein by reference.

FISCAL IMPACT: The proposal as specified in Attachment "A" increase in Life Insurance from \$10,000 to \$25,000. COLA 1/1/18-2.00%, 1/1/19-2.00%, 1/1/20-2.00%. Conversion from the 13 step pay plan, maintain status quo in 2018: step increases for both new Hires and regular employees will be 2.56% beginning in 2019 the 13 steps will remain in place, New Hires: First Step will increase after 6 months (975 hrs) will always be 2.56%; Subsequent step increases will be 5.12%, regular employees: scheduled step increases will be 5.12%.

REQUESTED BOARD ACTION: The Human Resource Department is requesting and recommending that the Board ratify the proposal attached as Attachment "A".

SIGNATURES:

Timothy Hansen
Department Head/Elected Official or
Designated Authority (Requesting Agenda Item)

Gerry Gemmill,
Chief Executive Officer

Grants Administrator (sign-off)

Auditor's Office

Treasurer's Office

Budget Office

This item will need to be codified in the Spokane County Code.

Working Agreement
between
Spokane County Public Works Guild
and
Spokane County

January 1, 2018 – December 31, 2020

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Article 1 – Recognition

1.1 Bargaining Representative

The Employer recognizes the Spokane County Public Works Guild as the sole and exclusive bargaining representative for the purpose of establishing wages, hours and working conditions for employees working in positions listed in Appendix 'A'. Each employee who is a member of the Guild shall, as a condition of employment, maintain his/her membership in the Guild. Each employee hired or promoted into a Guild position shall, as a condition of employment, become a member of the Guild within thirty days after he/she enters the position. Each employee shall be protected by RCW 41.56.122 (1). No amount of Guild dues will be used for political contributions either to individuals or political action committees.

1.2 Guild Membership

All new hires into Guild positions shall be required to become a member of the Guild.

1.3 Guild Membership Dues/Fees

Upon failure of any employee to comply with the provisions of this article, the Guild may then notify the Employer in writing of such failure and that they have strictly complied with the necessary procedural steps pursuant to the Guild Bylaws and all other applicable laws in making its demand for termination and that the demand for termination is made for no other reason than the employee's failure to pay the dues and initiation fees uniformly required by the Guild for membership in the Guild pursuant to the Security clause. Termination shall be effective seven days following date of notice. The Guild agrees to hold the Employer harmless for any and all claims against the Employer made as a result of discharges made pursuant to this article.

1.4 County Policy Correlation to Public Works Guild Collective Bargaining Agreement

The County recognizes the provisions and requirements of R.C.W. 41.56 with respect to wages, hours and working conditions. No County policy or procedure will add to, delete from or modify any valid and effective Public Works Guild Collective Bargaining Agreement. Where the Public Works Guild Collective Bargaining Agreement is silent, the County acknowledges the requirements of R.C.W. 41.56. Where the application of any County policy and procedure conflicts with applicable federal or state laws, regulation and or Public Works Guild Collective Bargaining Agreement, the rules, laws, regulations or labor agreement will govern.

1.5 Management Rights

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 it's agencies during declared 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 laif-off; and
- P. Suspend, demote reduce pay, discharge, and/or take other disciplinary actions.

1.6 Bargaining Unit Rights

The County and the Public Works Guild recognizes that nothing in this Agreement shall be construed as curtailing or abridging the collective bargaining rights of the Public Works Guild as established by RCW 41.56 and further defined in subsequent case law and practice. These rights include, but are not limited to, mandatory negotiation over the following:

1. Layoffs.

2. Re-classifications.
3. A Job Classification's appropriate bargaining unit assignment.
4. Disciplining, suspending or discharging employees.
5. Wages.
6. Hours.
7. Working conditions.

Article 2 - Working Conditions

2.1 Working Conditions

The parties agree that the hours of work and other terms and conditions of employment, except as defined in this agreement, will be negotiated pursuant to RCW 41.56.

2.2 Job Posting

- 2.2.1 Postings for Guild represented positions will be posted as "Promotional" or "Open", at the sole discretion of management.
- 2.2.2 "Promotional" or "Open" posting will be for a minimum of 10 working days.
- 2.2.3 Postings for Guild represented positions will be made to the electronic e-mail group, Public Works Guild, not less than 10 working days prior to the closing date.
- 2.2.4 All time extensions to a posting will be made to the electronic e-mail group as soon as they become known.
- 2.2.5 All Guild members who apply and meet the minimum requirements will be interviewed. Management will exercise the right to determine and select the most highly qualified candidate.
- 2.2.6 "Promotional" means that the recruitment is for Guild members only.
- 2.2.7 "Open" means the recruitment is for anyone, which could also include Guild members.

2.3 New Hire and Promotions/Transfer

- 2.3.1 A newly hired employee must serve 975 actual hours worked which excludes OT, comp time, and all unpaid leave of absence. During the probationary period, the Department Head or his/her designee shall have sole discretion to discharge such employee without recourse by the employee to the grievance procedure.
- 2.3.2 Should an employee fail to satisfactorily complete the probationary period, the Department Head or his/her designee may extend the probationary period up to a maximum of 975 actual hours worked.

- 2.3.3 Upon satisfactory completion of the probationary period, the new employee shall be given full rights to the working agreement between Spokane County Public Works Guild and Spokane County.
- 2.3.4 Any promotion, transfer or change in job classification shall be considered temporary for a period of one hundred twenty days (120) calendar days from the change in classification. This period is considered a performance probationary period. If the employee decides he/she does not want the job, or the supervisor determines the employee is not suitable for the job, the employee shall be able to revert to their former classification without prejudice. Any employee who has been promoted or transferred as a result of the original action may also reclaim their former classification.

Article 3 – Wages

3.1 Wage Adjustments

For 2018, a 2.0% COLA will be effective January 1, 2018

For 2019, a 2.0% COLA will be effective January 1, 2019

For 2020, a 2.0% COLA will be effective January 1, 2020

3.2 Longevity

Employees of the Public Works Guild shall receive in addition to their regular rate of pay, longevity pay benefits in accordance with the following schedule:

<u>For Continuous Service</u>	<u>Monthly Longevity Pay</u>
Over 5 years	\$13.00 (Only for existing PWG members as of January 1, 2008 – any new hire in the PWG after January 1, 2008 must wait 7 years to receive a longevity benefit)
Over 7 years	\$40.00
Over 10 years	\$75.00
Over 15 years	\$100.00
Over 20 years	\$150.00
Over 25 years	\$200.00

Eligibility longevity pay will be determined on continuous length of service as an employee of Spokane County.

3.3 Step Increases

- 3.3.1 Step Increase will be based solely on performance. Performance will be evaluated via the Department's performance appraisal system prior to the member's anniversary date.

Anniversary dates will be used to determine when a member may be considered to receive a Step increase. Increases for Steps 2 through 13 would require all "successful" ratings. No ratings can be below successful for a Step increase. Percentage employees review dates shall be based on the equivalent time required of a normally scheduled full-time employee.

<u>Employee Status</u>	<u>Review Date</u>	<u>Straight Time Hours of Actual Work</u>
Full-time	6 months 1 year (12 months)	975 hours (if 37.5 hr work week) 1,950 hours (if 37.5 hr work week)
Example: 80% Employee	7.5 months 15 months	975 hours (if 37.5 hr work week) 1,950 (if 37.5 hr work week)

3.3.2 Conversion of the 13 Step Pay Plan

1. Maintain status quo during 2018: step increases for both new hires and regular employees will be at 2.56%
2. Beginning in 2019:
 - A. 13 step range will remain in place
 - B. **New hires:** first step increase after hire (at 975 hours/6 months) will always be a 2.56%; subsequent step increases will be at 5.12%
 - C. **Regular employees:** scheduled step increases will be at 5.12%

Examples:

<p>Employee A: (new hire)</p> <ul style="list-style-type: none"> • 2/1/18- hired at step 1 • 8/1/18- 1st step increase, to step 2 (2.56%) • 8/1/19- annual step increase, to step 4 (5.12%) • (annual step increases- 6, 8, 10, 12) • 8/1/24- final step increase from step 12 to step 13, increase of 2.56%. 	<p>Employee D: (current employee, hired 2/1/16)</p> <ul style="list-style-type: none"> • 8/1/17- annual step increase, to step 3 (2.56%) • 8/1/18- annual step increase, to step 4 (2.56%) • 8/1/19- annual step increase, to step 6 (5.12%) • (of annual step increases- 8, 10, 12-) • 8/1/23- final step increase from step 12 to step 13, increase of 2.56%
<p>Employee B: (new hire)</p> <ul style="list-style-type: none"> • 8/1/18- hired at step 1 • 2/1/19- 1st step increase, to step 2 (2.56%) • 2/1/20- annual step increase, to step 4 (5.12%) • (annual step increases - 6, 8, 10, 12) • 8/1/24- final step increase from step 12 to step 13, increase of 2.56% 	<p>Employee E: (current employee, hired 2/1/15)</p> <ul style="list-style-type: none"> • 8/1/17- annual step increase, to step 4 (2.56%) • 8/1/18- annual step increase, to step 5 (2.56%) • 8/1/19- annual step increase, to step 7 (5.12%) • (of annual step increases- 9, 11) • 8/1/23- final step increase from step 11 to 13, increase of 5.12%.
<p>Employee C: (new hire in 2019)</p> <ul style="list-style-type: none"> • 1/1/19- hired at step 1 • 7/1/19- 1st step increase, to step 2 (2.56%) • 7/1/20- annual step increase, to step 4 (5.12%) • (annual step increases - 6, 8, 10, 12) • 8/1/25- final step increase from step 12 to step 13, increase of 2.56% 	

3. This method minimizes the potential of "leap frogging" pay rates.
4. No employee shall suffer a loss or reduction in base pay.
5. This results in advancing through the step system in half the current time. For newly hired at step 1, top step would be reached in 6.5 years vs 12.5 years.
6. This pay step system will apply only to employees currently on the 13 step system,

3.4 Certification Premium Pay

Public Works Guild employees of the Building and Planning Department, whose Job Class Specification requires certification through a model code promulgator dedicated to the development and maintenance of building safety and fire prevention codes such as: the International Code Council (ICC), International Conference of Building Officials (ICBO), International Association of Plumbing and Mechanical Officials (IAPMO), National Fire Protection Agency (NFPA), and/or other approved professional agency/association certification which is deemed beneficial, shall be eligible for Program Certification License Premium Pay. This additional compensation for possessing and maintaining certifications and /or licenses shall be in accordance with the following:

- (A) A two percent (2%) premium shall be paid for accumulation of two (2) points for certifications and/or licenses from the attached Certification Table.
- (B) In addition to the two percent (2%) premium in item (a) above, a two percent (2%) premium shall be paid for accumulation of five (5) total points (i.e., an additional three (3) points beyond the first two (2) points from item (a) for approved certifications and/or licenses from the attached Certification Table.
- (C) The maximum cumulative premium is four percent (4%).
- (D) Certifications and/or licenses must be maintained in a current status subject to annual verification for an employee to remain eligible for the premium.
- (E) Certifications and/or licenses set forth as a minimum requirement in class specifications shall not be credited towards the above premiums.
- (F) Only regular, non-probationary employees are eligible.
- (G) Consideration for inclusion of certifications, licenses, journeyman's cards in the Certification License Premium Pay Program shall require at a minimum: 1) a requirement for ongoing/continuing education credits and/or periodic re-certification; 2) are promulgated by a recognized state, national or international association, agency, council, or standards committee; and, 3) are relevant to the ongoing mission, operations, and services necessary to the Building and Planning Department, and specific to the position and/or job classification.
- (H) An eight (8) member committee consisting of three (3) represented members of 1553, one (1) member of PWG from the Building and Planning Department, and four (4) non-represented members selected by the Building Director, will be convened by the Director to review and determine certification and/or license eligibility, and provide a recommendation to the Director as to the eligibility of certifications and/or licenses, journeyman's cards, or other related issues. The Building Director will then make a decision on the eligibility or non-eligibility after review of the materials and the committee's recommendation, and forward that decision to the eight (8) member committee, Labor Relations, Human Resources, and the Bargaining Unit. If a certification and/or license is deemed eligible, the effective date will be the date of the Director's decision.

3.5 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered. All employees hired after January 1, 2018 will be paid by Direct Deposit.

3.5.1 Direct Deposit

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 3.6.2 below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

3.5.2 Physical Checks

A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:

- (A) The first paycheck of a new hire for a permanent position;
- (B) The last paycheck coinciding with or following separation from employment;
- (C) A paycheck produced solely to correct an error; or
- (D) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

3.6 Wage Related Parity/Me Too Clause

During the three year term of this labor agreement, if compensation greater (enhanced) than the compensation outlined within this proposal is granted by Spokane County to the Master Contract and/or Local 17, the following will apply:

- (A) Interest arbitration groups are specifically excluded as a comparison bargaining unit and this Parity/Me Too clause;
- (B) PWG members will receive the same enhanced compensation proposal change effective the same date as when the enhanced compensation is effective in the Master Contract and/or Local 17 for only those PWG members on the payroll on the effective date of any enhanced compensation proposal change. For example, if a PWG member's employment is severed prior to the enhanced compensation being effective, this employee is not eligible for the enhanced COLA.

- (C) Subjects referred to as "enhanced compensation" shall include increases in base salary (percentage or specified dollar amount), Lag Pay proposal adjustments, one time pay events, any increases in leave, increases in health care benefits, or any other compensation that can be measured in terms of a monetary value to the employee.
- (D) If the Master Contract and/or Local 17 provided a trade-off or concession in exchange for the enhanced compensation proposal change, PWG will have to match the trade-off or concession to receive the benefits of the enhanced compensation proposal change.

3.7 Upon ratification of the labor agreement, the County will provide to each PWG member the first annual payment in the amount of three hundred dollars (\$300.00) for professional expenses, such as organization membership fees or the purchase of protective clothing/footwear for those employees involved in field work. For succeeding years, this payment will be made with the second pay event of January to those PWG members on payroll as of January 15th of that year. Payments will be subject to appropriate payroll taxes. The 2014 MOU establishing a boot allowance for PWG members in the Building and Planning Department will be discontinued as of 2018.

Article 4 - Working Hours

4.1 Established Working Hours

The parties agree that the working hours shall be 8:30a.m. to 5:00 p.m. with one hour for lunch. Should it be necessary, the working days and/or hours for any employee or class of employees may be adjusted if required to accomplish routine or emergency work.

4.2 Established Number of Working Days

Each employee shall work five days and have two days off each week. The days off shall normally be Saturday and Sunday. Public Works Department, Division Heads, however, are authorized to assign days other than Saturday and Sunday as days off for any employee or groups of employees. In such cases, Saturday and Sunday shall be considered normal working days and any work accomplished on the assigned days off shall be considered overtime.

4.3 Established Overtime Policy

When possible, all overtime shall be pre-approved by a Supervisor. Overtime for actual extra hours worked by FLSA, non-exempt employees shall be paid at the rate of one and one-half times the regular hourly rate. Overtime for actual extra hours worked by FLSA exempt employees shall be paid at the regular hourly rate. (The hourly rate shall be determined by dividing the annual salary by 1950).

4.4 Established Actual Hours Worked

Paid leave time such as sick, vacation, Military, holiday, and bereavement leave shall not count as actual hours worked.

4.5 Additional Work Hours Policy During Paid Leave for FLSA Exempt Employee

If a FLSA exempt employee has taken paid leave during a defined workweek and then is directed by a supervisor to work additional hours in the same defined work week then those additional hours will be refunded to the specific type of paid leave accrual (vacation, sick, personal holiday) or be used as flex time within one week of the additional hours worked after consultation with the employee's supervisor. For example, if during the beginning of the defined work week a FLSA exempt employee took 7.5 hours of sick leave and is requested to work 7.5 additional hours on a day off during the same defined work week, the 7.5 hours of sick leave will be credited back into the sick leave bank or the employee could take all or a portion of the additional hours as flex time within one week of the additional hours worked. If during the defined work week, the paid leave is a paid holiday listed in Article 5.1.1 and the FLSA exempt employee is directed by a supervisor to work additional hours during the same defined workweek, then an equal number of holiday hours may be taken on another day within one week of the additional hours worked after consultation with the employee's supervisor.

4.6 Emergency Overtime

Overtime worked on an emergency basis for any governmental agency other than Spokane County shall be paid at the regular rate regardless of the number of hours per day or days per week worked.

4.7 Compensatory Time

Each of the divisions of Public Works under this agreement may separately determine whether or not to allow for a compensatory time program. Those divisions are Utilities, Engineering & Roads, Building & Planning.

If a division allows for a compensatory time program, the following provisions shall apply:

- (A) By mutual agreement between management and the employee the employee may have overtime work compensated by compensatory time off work.
- (B) For FLSA non-exempt employees, the time off work will be one and one half hour off for each one (1) overtime hour worked.
- (C) For FLSA exempt employees, time off work will be at one (1) hour straight time off for each one (1) overtime hour worked.
- (D) Compensatory time off must be used within 12 months of the time it was earned. If compensatory time off has not been taken within 12 month, it shall be paid at the time and one half (1 and ½) rate for FLSA non-exempt employees and straight time for

FLSA exempt employees. Payments shall be at the rate in effect at the time of payment.

- (E) No employee shall have more than 75 hours of compensatory time accrued.
- (F) Compensatory time may be taken at times mutually agreeable to the employer and the employee. Comp time accrued over one full day workday may be taken in intervals of one (1) workday or more. Failure on the part of the employer and employee to agree on when the compensatory time may be taken shall not be grievable.
- (G) Compensatory time on the books at the time of separation from service shall be paid at time and one half (1 and ½) or straight time rate in effect at the time of separation, depending on whether the person is FLSA exempt or non-exempt.

4.8 Pay Rate

Each employee shall be paid at the rate of his/her regular rating for all work done; except, that any employee who works one or more working days at a job which carries a higher pay rate than his/her regular rating shall be paid at the higher rate for the entire period involved. It is understood that the above applies only when an employee working at a higher classification job is qualified at the higher rate and does not apply during any learning or breaking-in period.

4.9 Alternate Work Schedules

Opportunities to participate in alternative work schedules may be offered by the Employer but must be agreed to by the Guild member. Such alternative work schedules may be withdrawn by the Employer at any time.

Article 5 Leaves

Leave shall be as stated below:

5.1 Paid Holidays

5.1.1 The following shall be paid holidays:

<u>Holiday</u>	<u>Date Observed</u>
New Years Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day after	Day after Thanksgiving

Christmas Day

December 25

- 5.1.2 In addition to the above paid holidays, full-time employees shall be entitled to two paid holidays per calendar year of the employee's choice after completing six months of continuous employment. Each employee may select the day on which the employee desires to take the additional holiday after consultation with the employee's supervisor. The County encourages one of these personal holidays be taken in recognition of Martin Luther King, Jr. Day.
- 5.1.3 In the event that the President of the United States declares a federal holiday, the full-time or percentage employees shall be entitled to an additional day (or percentage of a day) to be taken either on the federal holiday or within one week of the declared holiday after consultation with the employee's supervisor.

5.2 Annual Leave

- 5.2.1 Annual leave shall be earned as set out in the table below:

<u>Years of Service</u>	<u>Accrual Rate</u>
5 years or less	12 days per year accrued at 1 day per month
5 years but less than 10 years	15 days per year accrued at 1 ¼ days per mo.
10 years but less than 15 years	18 days per year accrued at 1 ½ days per mo.
15 years but less than 20 years	21 days per year accrued at 1 ¾ days per mo.
20 years but less than 25 years	24 days per year accrued at 2 days per month
25 years and over	27 days per year accrued at 2 ¼ days per mo.

- 5.2.2 It is provided, however, that employees whose employment is terminated by reduction in force, resignation or retirement after five or more years of service, and who are rehired within three years of such termination, may combine their original length of service with that after rehire to determine vacation accrual rate.
- 5.2.3 An employee hired on or after the middle day of any pay period shall not earn annual leave for that pay period. An employee must work through the middle of the pay period before annual leave shall be earned at the annual leave rate.
- 5.2.4 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum of forty working days credit whichever is the lesser. Any annual leave accumulated beyond forty working days will be forfeited unless the employee is asked to in writing to defer his/her vacation because of work schedules, in which case leave will not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken, except at the time of severance from county employment as hereinafter provided. The cut off date for maximum accumulation will be based on midnight December 31st of each year.
- 5.2.5 Annual leave must be taken at such time as the employee can best be spared. As far as possible, it shall be the policy of the public works department to allow each employee to take his earned annual leave at the time he/she desires. Each employee will check with his immediate supervisor at least one week in advance of the time he intends to leave and receive permission to take annual leave. Supervisory personnel shall make every effort to allow each employee to take his annual leave at the time he desires. Should it be necessary, however, because of the work schedule or the number of employees desiring annual leave at

the same time, supervisory personnel may defer permission for annual leave to a more convenient time.

- 5.2.6 Pay for time taken as annual leave shall be at the rate of pay for the employee's regular classification.
- 5.2.7 Any accumulated annual leave shall be paid as separation pay to any employee who leaves the employ of the public works department.
- 5.2.8 Vacation or sick leave time shall not be charged against an employee taking military leave in accordance with the provisions of RCW 38.40.060.

5.3 Sick Leave

5.3.1 An employee in paid status for any portion of the month shall earn sick leave at a rate of 7.5 or 8.0 hours per month (based on a full-time employee status, pro-rated for other weekly schedules) or as applicable per Federal State Law.

5.3.2 Sick leave may be taken for the following reasons:

5.3.2.1 Injury or illness of the employee. The Total amount of sick leave accumulated by the employee may be taken if required.

5.3.2.2 Injury, illness or death of a member of the immediate family requiring the presence of the employee.

5.3.2.2.1 Immediate Family: In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted sick leave with pay, The immediate family shall be 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.

5.3.3 Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor of department/division head. Persons in a supervisory capacity or a department head/division head will be responsible for ensuring that employees follow the appropriate notification procedures when utilizing sick leave.

5.3.4 Under no circumstances will sick leave be taken instead of annual leave.

5.3.5 Employees accrue and may use sick leave during their review period.

5.3.6 Sick Leave covers those situations in which an employee is absent from work due to circumstances such as:

5.3.6.1 An employee's mental or physical illness, injury or health condition;

5.3.6.2 Preventive care such as medical, dental or optical appointments and/or treatment.

5.3.6.3 Care of a family member with an illness, injury, health condition and/or preventive care such as medical/dental/optical appointment.

5.3.6.4 Closure of the employee's place of business or child's school/place of care by order of public official for any health-related reasons;

5.3.6.5 Exposure of contagious disease where on-the-job presence of the employee would jeopardize the health of others.

5.3.6.6 Use of illegally prescribed prescription drug that impairs job performance or safety.

5.3.6.7 If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.

5.3.7 The County may require a medical note for leave of more than three (3) days.

5.3.8 The County may request a physician's written release for an employee to return to work. Per RCW 49.46.210(g) (1), 49.46.200 and 49.46.210, and all applicable rules, do not preclude an employer's ability to verify when an employee may safely return to work (require a "fitness for Duty" certification) if the right to require such verification is provided elsewhere in local, state or federal law.

5.3.9 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department/division head's approval, take leave without pay.

5.3.10 Any employee who is laid off, discharged, or separated from the service of the employer for dishonesty or misconduct shall not be compensated for unused sick leave. If any employee is in unpaid status for a full month, he/she shall not accrue sick leave benefits. If the employee is returned to work, they shall be credited with sick leave benefits as if they had been working instead of being on administrative leave.

5.3.11 Scheduled sick leave absences are those sick leave absences associated with medical appointments, planned surgeries, annual physicals or other foreseeable medical/dental appointments; these types of absences require prior written approval. Scheduled sick leave absence requests should be submitted for approval as soon as the employee schedules the appointments with the Health Care Provider. If the need for paid sick leave is foreseeable, the Employer requires advance notice from the employee. The employee must provide notice at least ten days, or as early as possible.

5.12 Unscheduled sick leave absences are those sick leave absences which are not preplanned or foreseeable. The employee must notify his/her Supervisor, Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures. It is the best to communicate directly with the supervisor so an anticipated return to work can be discussed. If the employee gets voice mail, they should provide a call back number for the supervisor and use other means of communication to contact an individual regarding their absence.

5.3.13 The following may be used to determine needed to appropriate action at the supervisor's discretion and may result in progressive discipline:

Unapproved unpaid leave: when an employee is absent from work and the employee sick leave account is depleted.

Job abandonment: when an employee fails to follow 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 absences are considered an abandonment of one's job and may justify severe discipline (suspension/termination).

5.3.14 Employees may rollover a maximum of 75 sick days or pro-rated equivalent per calendar year.

5.3.14.1 Employees hired prior to June 1, 1989: Unless the employee selected LTD plan, an employee hired before June 1, 1989, may rollover a maximum of 180 sick days or pro-rated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max of 130 days) at the employee's final pay rate to a maximum of 65 days.

5.3.15 The number of sick leave hours available are not intended to establish a guideline for acceptable attendance.

5.3.16 Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.

5.4 Bereavement leave

5.4.1 Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to sick leave balance if a member suffers a death of a member of his/her immediate family as defined above. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.

In addition:

- Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.
- Bereavement leave can be utilized over a six (6) month period after the death.
- If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.

5.4.2. Bereavement leave can be utilized over a ten (10) calendar day period after the death unless unique circumstances justify a delayed use of the bereavement leave. Employees requesting a delayed use of bereavement leave must make the request during the ten (10) calendar day period to the Department/Division head. A denial of the delayed use of bereavement leave cannot be grieved by the employee.

5.4.3 If the employee requires additional bereavement time, he/she may request additional time off under the terms of the applicable leave section.

5.5 Military Leave:

5.5.1 Military leave for extended active duty with any of the Armed Forces shall be granted upon written application. All such leave shall be without pay and upon return from any such military service, employee shall again be employed at the rating he held at the time he entered military service and at the current rate of pay for such rating.

5.5.2 Military leave for a maximum of twenty-one (21) days shall be granted annually for active duty training with the National Guard or Organized Reserve. Employee shall be paid at the regular rate for the rating held during the time of such leave. Military leave for active duty training shall not be counted as annual leave nor will the time be deducted from the employees annual leave credit.

- (A) Employees ordered to active military duty by the President of the United States or the Governor of the state of Washington are entitled to a maximum of thirty calendar days of pay leave, commencing the first day of active duty and ending either thirty days thereafter or the day following the last day of active duty, whichever is earlier. This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or the National Guard.

Whether, and to what extent an employee called to active duty is covered by county-sponsored medical, dental, life and long-term disability insurance is governed by the terms of this agreement and insurance contracts, as well as by state and federal law.

5.6 Leave for Jury Duty

Any employee who is called for jury duty shall receive from the county his regular pay for the actual time he/she is required to be absent from work because of such jury duty less any amount paid him for such jury duty. Any such absence shall not be counted as accumulated sick or annual leave.

5.7 Leave of Absence Without Pay

No leave of absence without pay shall be permitted without prior approval by the employee's immediate supervisor or foreman. More than three days unauthorized leave of absence shall be grounds for dismissal. Persons in a supervisory capacity are authorized to grant employees up to a maximum of three days leave without pay as a disciplinary measure. Before granting more than three days leave without pay as a disciplinary measure, supervisors and foremen shall obtain approval for the action from department/division head.

5.8 Leave Sharing Program

This shall be granted in accordance with County policy and applicable laws.

Article 6 – Discipline

6.1 Administration

In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action.

6.2 Measures

Disciplinary actions or measures shall include only the following:

- 6.2.1 Oral reprimand;
- 6.2.2 Written reprimand (notice to be given to the employee in writing with reasons);
- 6.2.3 Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;
- 6.2.4 Discharge (notice to be given in writing to the employee his/her steward will be notified in writing that the employee has been suspended and/or terminated.
- 6.2.5 Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the County.

6.3 Disciplinary Measures Definitions

Any disciplinary action or measure may be grieved through regular procedures.

6.4 Level and Severity of Disciplinary Action

The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

6.5 Suspension/Termination

- 6.5.1 The Employer shall not suspend/terminate any employee without just cause.
- 6.5.2 In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.
- 6.5.3 Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.
- 6.5.4 In cases of suspension the following shall apply:
(A) A response to the charges given to the employee shall be answered within twenty-four (24) hours.

6.6 Severe Offenses

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article 17.4

- 6.6.1 Theft or conversion of time, money, materials or property from the County or other employees;
- 6.6.2 Physical altercation or threat of physical violence;
- 6.6.3 Willfully damaging County property or other employees' property;
- 6.6.4 Falsifying records or documents.
- 6.6.5 Abandonment- When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing (See Article 6.5.2) and the Union, with reasons, within one (1) work day of the discharge).

6.7 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.
- B. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:
1. Circumstances do not warrant a longer retention period; and
 2. There has been no subsequent discipline; and
 3. The employees submits a written request for its removal.

Article 7 - Insurance Benefits

7.1 Medical/Dental/Life/Disability

7.1.1 Medical/Dental - The Employer agrees to provide two (2) medical and two (2) dental plans; Preferred Provider Plans (PPO) and a Health/Dental Maintenance Organization Plans (HMO and DMO).

The Employee's monthly premium share for Medical/Vision and Dental coverage will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee & Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

7.1.2 Employee's monthly premium share will be set up to be paid with pre-tax dollars unless Employee notifies Employer differently or unless the Internal Revenue Service rules change prohibiting this provision. Employee's monthly premium will be split over the two pay periods in the month.

7.1.3 The County agrees to maintain current level of benefits with the ability to open medical benefits during term to meet with the Union regarding benefits changes, introduction of alternate medical plans and any item that will assist both the County and the Union to consider cost containment issues. Any modifications to the medical benefits during the term of the agreement shall be by mutual agreement only.

7.1.4 For clarification purposes, the premium share formula is applied to both Dental plans.

7.1.5 The major elements of the medical plans shall be effective January 1, 2018 as follows:

(HMO) Plan	(PPO)
\$200 Deductible	\$500 Deductible

90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Out of Pocket + Deductible
Individual \$1000 Co-insurance max + Deductible	\$2,000 Co-Insurance max + Deductible
\$15/\$30/\$50 RX Retail	\$15/\$30/\$50 RX Retail
2 x RX Retail for Mail Order	2.5 x Retail RX for Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-Pay
\$150 Vision Hardware Every 24 Months	Covered in Full Up to \$300 Calendar Year Maximum

7.2 Eligibility

- 7.2.1 No double coverage for spouses and their children if both are employed for Spokane County (applies to Medical and Dental) which means:
- (A) Regarding Medical: Each employee and spouse will remain on their own medical plan and dependents, if any, will be enrolled on the parent's plan whose birthday falls first in the year unless otherwise notified.
 - (B) Regarding Dental: If both employee and spouse select the same dental plan, the employee, spouse and all dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified. If married employees each select a different plan, then the employee and spouse will remain on their own dental plan and dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified.
- 7.2.2 The medical and dental eligibility will begin depending on the employees' first day of employment. If the employee enters service between the 1st and the 15th of the month, they will be eligible for insurance coverage the beginning the 1st of the following month. If the service date begins between the 16th to the end on the month, insurance coverage will start beginning the 1st of the second month after start date.
- 7.2.3 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.
- 7.2.4 Members who divorce their 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 of their respective CBA's.

7.3 Life Insurance

The Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy effective April 1, 2018. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

7.4 Disability Insurance

- 7.4.1 The employer shall provide and pay premiums for a disability insurance plan.
- 7.4.2 Notwithstanding the provisions of this section, employees who have made a previous irrevocable long term disability choice shall retain that choice when they become covered by the terms of this agreement.
- 7.4.3 Employees hired after June 1, 1989, shall be covered by the disability insurance and modified sick leave plan as described in County Policy Manual.

7.5 Continuation of Insurance

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his or her employment by the County because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits. Employees can only utilize this benefit once and typically is granted when an employee is not expected to return to work due to a health condition.

7.6 Unpaid Leave of Absence/Impact on Benefits

- 7.6.1 Employees must be in a paid status for more than one-half (1/2) of their scheduled work days during the month to earn credit for paid leave time, benefits based upon length of service, or premiums paid into a group insurance program.
- 7.6.2 Employees on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.
- 7.6.3 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.

7.7 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 the County can unilaterally eliminate the Flexible Spending Account (FSA) or unbundle Vision from the health care plans as measures to avoid the Cadillac Tax, fees or penalties.

If a third party consultant (insurance broker) indicates the Parties health care plans are projected to be subjected to the Cadillac Tax, fees or penalties after the above measures are implemented and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 7.1 Medical/Dental/Life /Disability will automatically open for negotiations.

An empowered Health Care Committee (one member from each local, to include PWG, who has authority to bind the PWG) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) from June – August of the year prior to the assessment being imposed. If the empowered Health Care Committee cannot reach an agreement on measures to avoid the assessment by the first of September, the County has the right to implement a plan design change to avoid the assessment as recommended by the third party consultant (insurance broker).

Article 8 - Grievance Procedure

8.1 Purpose and Definitions

- 8.1.1 The parties hereto recognize the need for fairness and justice in the adjudication of Guild grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible.
- 8.1.2 Any dispute between the Employer and the Guild or between the Employer and any Guild member covered by this Agreement concerning the interpretation, application, claim of breach or violation of the terms of this Agreement shall be deemed a grievance.
- 8.1.3 The Public Works Department Head or any other designated person agrees to use the Guild in dealing with a member in matters of discipline other than a verbal warning if requested by a Guild member.
- 8.1.4 To be considered a bonafide grievance, the alleged violation must contain the following:
 - 8.1.4.1 The specific contract provision violated.
 - 8.1.4.2 The specific action(s) that occurred and how that action violated the specific terms of the Agreement.
 - 8.1.4.3 Who the individual member(s) is that have been affected by the contract violation.
 - 8.1.4.4 When and where the violation is to have taken place, and a brief description of the events surrounding the violation(s).
 - 8.1.4.5 Witnesses to the violation, if appropriate.
 - 8.1.4.6 The remedy sought.

8.2 Standing-Class Action

- 8.2.1 A grievance may be initiated by a member, a group of members as a class action, the Employer or the Guild.
- 8.2.2 A class action may be initiated where the action on the part of the Employer creates a grievance which impacts either a group of members or the entire Guild.
- 8.2.3 A class action grievance or a grievance brought by the Guild or Employer must be initiated at Step Two of the grievance procedure.

8.3 Right and Representation

- 8.3.1 Guild members will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication or involvement in grievances.
- 8.3.2 Grievances shall be heard on Employer time.
- 8.3.3 Whenever the investigation of a grievance requires the inspection of certain public records, the Employer shall make available such records where such records are specifically requested by grievant or the Guild representative. Release of personnel records to the Guild representative shall require the written authorization of the affected member.
- 8.3.4 In the case of an individual member grievance, nothing in the Article shall preclude a grievant from being present at each step of the grievance procedure without loss of pay.
- 8.3.5 In the case of class action grievances, up to two members shall represent the grievant.
- 8.3.6 The Employer shall provide time with pay for Guild members who are necessary witnesses at the grievance hearing. However, no overtime or shift differential shall be paid should the hearing extend beyond the member's normal quitting time.
- 8.3.7 The Guild, as exclusive bargaining representative, is considered as the primary representative of members in grievance matters and has the right in a grievance to designate the person who shall represent the member on behalf of the Guild. However, a member may be self-represented or select a representative outside the Guild.
- 8.3.8 Neither the Employer or the Guild shall be liable for the cost of such outside representation.
- 8.3.9 The Guild, as exclusive bargaining representative, is considered to be an interested party to the proceeding in the event the Guild is not requested to represent the aggrieved member(s). As such, the Guild is entitled to have a representative present at all meetings or hearing where grievance discussions are held with the Employer and review all proposed grievance settlements prior to their adoption or acceptance.

8.4 Time Limitations-Extension- Limitations on Actions

- 8.4.1 The parties agree that the time limitations provided are essential to prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless an

extension of time is mutually agreed to in writing. The Employer representative and the member or his/her representative may extend the time limits by mutual agreement.

8.4.2 Limitations on Actions

8.4.2.1 If a grievance is not presented within the time limits referenced herein, said grievance shall be considered waived.

8.4.2.2 If a grievance is not appealed to the next step within the specified time limit or agreed extension thereof, it shall be considered settled on the basis of the last answer.

8.4.2.3 If the Employer fails to comply with any time limitations as provided in this Article, the grievance shall automatically go to the next step.

8.4.2.4 If resolution is reached at any step, such resolution shall be final and binding on both parties.

8.5 Grievance Procedure

8.5.1 Grievances will be submitted to the Employee's immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Grievance form.

8.5.2 Informal Presentation

8.5.2.1 Prior to initiating the (formal written) grievance procedure the member shall first discuss the grievance with the immediate supervisor to attempt to informally bring about a resolution of the grievance.

8.5.2.2 If the immediate supervisor is also a member of the Guild, a Departmental representative shall be contacted for assistance.

8.5.3 Step One: Immediate Supervisor/Grievance Committee

8.5.3.1 Filing: A grievance must be filed in writing within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days after the aggrieved party knew or reasonably should have known of the event giving rise to the grievance.

8.5.3.2 All grievances must be signed by the parties who initiated the grievance.

8.5.3.3 The aggrieved member shall simultaneously submit copies of the grievance to the Guild and the Department Head.

8.5.3.4 After receipt of said grievance, the Guild representative shall meet with the aggrieved member to review and advise.

8.5.3.5 The parties agree to make every effort to settle the grievance promptly.

8.5.3.6 Response: The immediate supervisor shall respond in writing to the member within fifteen (15) calendar days after receiving said grievance.

8.5.3.7 Appeals of oral reprimand will be limited to the HR Director. The decision of the HR Director shall be final and binding.

8.5.4 Step Two: Department Head - Guild

8.5.4.1 Filing: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within fifteen (15) calendar days of the response in Step 1, the grievance, in written form as set forth in Step 1, shall be presented to the Department Head or designee.

8.5.4.2 The grievance filed into Step 2 must indicate what portion of the alleged violation has not been resolved and the remedy sought.

8.5.4.3 Hearing and Response: Within ten (10) working days after receipt of the grievance, the Department head or his/her designee shall set a date to hear the grievance. Within ten (10) working days after hearing the grievance the Department Head or his/her designee shall make a written answer to the party filing the grievance with a copy to the Guild representative. Timeliness herein may be waived by mutual agreement of the parties.

8.5.4.4 Class Action - Filing –Response: A grievance brought as a class action must be initiated at Step Two, in written form to the Department Head or his/her designee, within fifteen (15) calendar days after the aggrieved parties knew or reasonably should have known of the event given rise to the grievance.

8.5.4.5 Within ten (10) working days after receipt of the class action grievance, the Department head or his/her designee shall set a date to hear the grievance. Within ten (10) working days after hearing the class action grievance the Department Head or his/her designee shall make a written answer to the party filing the grievance with a copy to the Guild representative. Timeliness herein may be waived by mutual agreement of the parties.

8.5.4.6 Employer Grievance-Filing-Response-Appeal: A grievance filed by the Employer against the Guild must be initiated at Step Two, in written form as prescribed above to the Guild, within fifteen (15) calendar days after the Employer knew or reasonably should have known of the event giving rise to the grievance.

8.5.4.7 The Guild shall respond in writing to the Employer within fifteen (15) calendar days after receipt of the Employer grievance.

8.5.4.8 If the Employer is not satisfied with the response of the Guild, then the grievance may be submitted to arbitration as provided for in Step Four of this Article.

8.5.5 Step Three: Human Resources Director

8.5.5.1 Filing: If the grievance is not resolved to the satisfaction of the concerned parties at Step Two, then within fifteen (15) calendar days after the response in Step Two, above, the grievance, in written form, shall be presented to the County Human Resources Director or his/her representative.

8.5.5.2 Hearing and Response: The County Human Resources Director or his/her representative must hear the grievance within fifteen (15) calendar days after receipt of the grievance.

8.5.5.3 Thereafter, the County Human Resources Director or his/her representative will provide a written answer to the party filing the grievance with a copy to the Guild representative within ten (10) calendar days after the hearing has been completed.

8.5.5.4 Appeal: If the party filing the grievance is not satisfied with the answer given in writing by the County Human Resources Director then within twenty (20) working days after receipt of the written answer from the County Human Resources Director, the party seeking arbitration shall serve written notice to the other that the grievance is to be referred to arbitration.

8.5.5 Step Four: Arbitration

8.5.5.1 Final and Binding Arbitration: If the grievance has not been resolved at Step Three, above, either party may refer the dispute to final and binding arbitration.

8.5.5.2 Notice-Time Limitation: The party seeking arbitration shall notify the other in writing by certified mail of submission of the dispute to arbitration within twenty (20) working days after the receipt of the Step Three response.

8.5.5.3 Arbitrator-Selection: After timely notice, the parties will select an arbitrator in the following manner:

8.5.5.3.1 The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Guild. The Employer and the Guild shall select the arbitrator within seven (7) calendar days after notice has been given. Thereafter, the hearing of the dispute shall be at the earliest possible date. If the parties cannot agree upon an arbitrator, then the arbitrator will be selected through the procedure as provided in for in 8.5.5.3.2.

8.5.5.3.2 In the event the parties cannot agree on an arbitrator, then in that event, the parties shall request that the Public Employment Relations Commission (PERC) submit a list of five (5) names from the PERC register. If the parties cannot mutually agree on an arbitrator from the list of five, then each party shall have the right to strike one (1) name from the list. This process shall be repeated and the remaining name shall be the arbitrator for the grievance.

8.5.5.3.3 Prior to any arbitration hearing, both parties will meet to exchange information pertaining to witnesses that will be called to testify, and all facts that will be presented at the hearing. Both parties may take depositions/interrogatories of any and all witnesses.

8.5.5.4 After completion of the hearing, a decision shall be rendered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

8.5.5.5 The decision of the arbitrator shall be final and binding on all parties.

- 8.5.5.6 Limitations-Scope and Power of Arbitrator: The arbitrator shall not have authority to add to, subtract from, alter, change or modify the terms or provisions of this Agreement.
- 8.5.5.7 The power of the arbitrator shall be limited to interpretation of the application of the terms and provisions of this Agreement or to determine whether there has been a breach or violation of the terms or provisions of this Agreement.
- 8.5.5.8 The arbitrator shall consider and decide only the question(s) or issue(s) raised at Step One or Step Two, as determined by the Step where the grievance was first initiated, or continuations of the original grievance which do not constitute a new or different basis for the grievance.
- 8.5.5.9 Arbitration Award-Damages-Expenses: Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being fifteen (15) days or less prior to the initial filing of the grievance.
- 8.5.5.10 If either party desires a verbatim record of the proceedings, they may cause such a record to be made at their own expense.
- 8.5.5.11 Expenses for the arbitrator's services and the proceedings shall be borne completely by the party who received the unfavorable decision. In case of a compromise decision being not clearly unfavorable to either party, the parties equally share the expense.
- 8.5.5.12 Each party to an arbitration proceeding shall bear full costs of its representatives and non-employee witnesses.
- 8.5.5.13 Default: If either party shall fail or refuse to meet to attempt to settle such grievance with the arbitrator at the time or times scheduled for purposes of settling the grievance, the grievance will be deemed to have been settled in favor of the non-defaulting party.

8.6 Hearing Attendance

Attendance at the hearings conducted at steps 1 or 2 shall be limited to the grievant and Guild representative.

Article 9 – Reasonable Suspicion Substance Abuse Testing

Reasonable suspicion testing for alcohol (Breath Alcohol Content - BAC), marijuana (THC) or controlled substances (Urine Analysis - UA) may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana (THC) or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employees or another. The employee and Guild representation shall

meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

If Employee, Employer and Guild representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol, marijuana (THC) and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee's salary will be paid by the Employer.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

Article 10 – Classifications

10.1 Definitions

10.1.1. For the purpose of this Agreement, the following definitions shall apply:

10.1.1.1 Extended Seasonal Employees – shall be an employee of Spokane County eligible for health care benefits who is hired for a specific period of time exceeding five (5) months and not exceeding nine (9) months. Extended Seasonal employees shall not be hired for regular positions unless the job is posted.

10.1.1.2.1 Extended Seasonal Employees shall be members of the Guild and covered by the terms of this Agreement, with the exclusion of promotion provisions. Extended Seasonal Employees shall receive one (1) personal holiday per year.

10.1.1.2.2 If the Extended Seasonal Employee is rehired, accrued sick leave from the prior season will be carried over to the current season of employment. Accrued vacation will not be carried over and will be paid off when the Extended Seasonal Employee is separated from employment.

10.1.1.2.3 Extended Seasonal Employees shall receive a salary step increase after six (6) months of employment. Extended Seasonal Employees who are rehired on a yearly basis will progress through the salary steps in the same manner as a Regular Employee.

10.1.1.2.4 Rehiring of Extended Seasonal Employees on a year to year basis is at the discretion of the employer.

10.1.1.2 The County shall not use any employees from non-regular classifications to supplant regular employees

10.1.2 For the purpose of this Agreement, the following definition shall apply to regular job assignments.

10.1.2.1 Probationary Employee- shall be an employee of Spokane County during the probationary period.

10.1.2.2 Regular Employee- shall be an employee who has successfully completed the probationary period following his/her initial hire.

10.1.3 The department will provide to the Guild a complete list of employees in Guild positions in January of each year.

10.2 Positions and Classification Specifications

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

10.2.2 Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, and pay grade. Different positions within a classification may use different selection factors and recruitment processes.

10.2.3 The County agrees to update the classification specifications in a timely manner. The Guild will have the opportunity to negotiate the impact from changes to the existing classifications.

10.3 Creation of New Classifications

When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:

10.3.1 A job analysis form shall be submitted by the Department to Human Resources for evaluation.

10.3.2 Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed position. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities of a new position or classification fit within an existing classification, it will be designated as such.

10.3.3 After Human Resources designates the new classification, the Guild shall have twenty (20) calendar days following receipts thereof to review the determination, and during this period request to negotiate the impact of implementation. In the event that no agreement is reached, the matter may be referred to Step 2 of the grievance procedure.

10.4 Out of Class Pay

10.4.1 An employee who has been assigned by the management or their immediate Supervisor to perform the essential duties of a higher job class for more than one-half (1/2) of a day and requests out-of-class pay on his/her time card shall be paid for all such work at the higher

rate of pay. Written/verbal approval shall be obtained from management or the immediate supervisor prior to working out of class, and shall be signed off on the employee's timecard.

- 10.4.2 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary, but is expected to exceed six (6) months, a competitive recruitment following the normal procedure will take place. It will be made clear to those applicants that the assignment is temporary and what the expected duration will be. If the selected employee is a current Guild member, that employee's seniority within the Guild, will be continuous, uninterrupted and will continue to accrue during the time of temporary assignment.
- 10.4.3 If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 10.5. If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

10.5 Reclassifications

10.5.1 Requests

- 10.5.1.1 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 standard reclassification form.
- 10.5.1.2 Positions submitted for reclassification consideration, related to a nine (9) month out-of-class assignment must have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have 10 working days to respond in writing to the request and/or forward the request to HR.
- 10.5.1.3 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 the class specification, which the employee is seeking to move to that are not contained within the employees 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 Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have ten (10) working days to respond in writing to the request.

If there is no concurring signature from the Department Head or designee in either case described in 10.5.1.2 or 10.5.1.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request. Additionally the supervisor must assure there is no assignment of out of class duties. If the employee and supervisor 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.

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

- 10.5.1.4 If agreed to, and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Department Head or designee.
- 10.5.1.5 If there is a disagreement by the Department Head or designee, the reason for the disagreement will be discussed with the employee and the Guild. The employee and Guild 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 (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 Department Head or designee.
- 10.5.1.6 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 Department Head or designee.
- 10.5.1.7 If there is no concurring signature from the Department Head, designee or Human Resources staff attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 3 of the grievance procedure.
- 10.5.1.8 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.

10.5.2 Recruitment/Retention

10.5.2.1 In the event that there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing the Guild, 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 (9) month out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the impact of the adjustment on the affected employees.

10.5.2.2 Reclassified positions with no incumbent, and newly created positions, shall be posted in accordance with Article 2.

10.5.3 PWG members in the "Public Works Project Manager" job classification who secure their PE License and provide documentation of that credential will be promoted to the Engineer 2 job classification.

Article 11- Authorized Agents

The County's principle authorized representative shall be the Human Resource Manager or his/her duly authorized representative located at 824 N. Adams Street, Spokane, WA 99260, Telephone (509) 477-2880, except where a particular County representative is specifically designated by the HR Director or the Human Resources Manager in connection with the performance of a specified function or obligation set forth herein.

The Guild's authorized representative(s) shall be elected Guild Commissioners. A list of duly elected Commissioners shall be provided to the HR Manager annually and when any member of the Guild Commissioners change. The Guild shall designate a Commissioner who shall serve as the point of contact for the County

Article 12 – Agreement Modifications

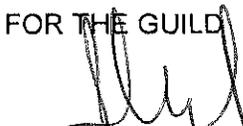
This Agreement may be amended, provided both parties concur in writing. Modifications shall be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Side Agreements thus completed will be signed by the responsible PWG and County officials and shall become a part of this Agreement and subject to all its provisions. All Side Agreements will be coordinated through the authorized Representative of the County, the affected Department Head/Elected Official and PWG, to ensure consistency and continuity.

Article 13 - Term of Agreement

This agreement will be effective on January 1, 2018 and expire December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29 day
of June, 2018.

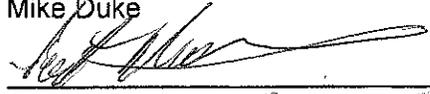
FOR THE GUILD



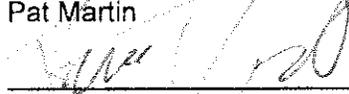
Guild Commissioner
John Preston



Guild Commissioner
Mike Duke



Guild Commissioner
Pat Martin



Guild Commissioner
Dave Rideout



Guild Commissioner
Mark Stiltz

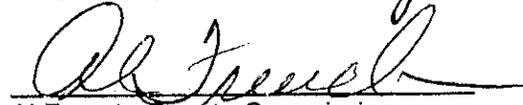
FOR THE EMPLOYER



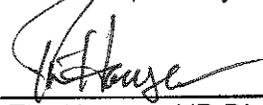
Josh Kerns, County Commissioner



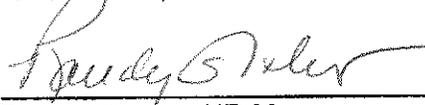
Mary Kuey, County Commissioner



Al French, County Commissioner



Tim Hansen, HR Director



Randy Withrow, HR Manager

Working Agreement
between
Spokane County Public Works Guild
and
Spokane County

January 1, 2018– December 31, 2020

APPENDIX "A"

Job code	Classification
1002WG	Staff Assistant 2
1025WG	Program Specialist
1254WG	Managerial Accountant
1256WG	Managerial Senior Accountant
2100WG	Utilities Account Analyst
2102WG	Development Assistance Coord 2
2103WG	Economic Develop Svc Spec
2120WG	Traffic Program Coordinator
2121WG	Traffic Program Analyst
2123WG	Engineering Info. Sys. Coord.
2124WG	Water Resources Specialist
2125WG	Engineering Info Sys Analyst
2128WG	Envir Prog & Spec Project Mgr
2130WG	Trans Demand Mgmt Manager
2133WG	Stormwater Utility Manager
2135WG	Commute Trip Reduction Coord.
2219WG	Material/Resource Manager
2224WG	Road Maintenance Administrator
2309WG	Senior Technician
2310WG	Land Development Coord
2316WG	Land Use Info Sys Coordinator
2323WG	Wastewater Collect Sys Supv
2326WG	Project Manager
2330WG	Land Surveyor
2331WG	Engineer 1
2332WG	Engineer 2
2333WG	Water Resources Manager
2335WG	Engineer 3
3026WG	Codes Administrator

APPENDIX "B"

**LICENSE PREMIUM
BUILDING & PLANNING**

<u>Point Value</u>	<u>CERTIFICATION/LICENSE</u>	<u>Point Value</u>	<u>CERTIFICATION/LICENSE</u>
<u>BUILDING</u>		<u>SPECIAL INSPECTOR</u>	
2	**ICBO Legacy Combination Inspector	2	*** Pre-stressed Concrete Inspector
3	Certified Building Official (CBO)	1	Structural Masonry Inspector
2	WABO Accredited Code Official (ACO)	1	Spray-applied Fireproofing Inspector
1	Commercial Building Inspector	1	Structural Steel/Bolting Inspector
2	** ICBO/IAPMO Legacy Building Inspector	2	*** Structural Welding
1	Residential Building Inspector	1	Soils Inspector
<u>ENERGY CONSERVATION</u>		2	*** Reinforced Concrete Inspector
1	* Energy Inspector (WABO)	<u>CODE ENFORCEMENT</u>	
1	Commercial Energy Inspector	1	Permit Technician
2	* Energy Plans Examiner (WABO)	1	Zoning Inspector
1	Commercial Energy Plans Examiner	1	Property Maintenance/Housing Inspector
2	Residential Energy Inspector/Plans Examiner	2	Disaster Response Inspector
<u>GENERAL PLANS EXAMINER</u>		1	Fuel Gas Inspector
2	Building Plans Examiner	<u>CITY OF SPOKANE</u>	
2	ICC/IAPMO Mechanical Plans Examiner	1	Gas Inspector I
2	ICC/IAPMO Plumbing Plans Examiner	1	Gas Inspector II
2	Residential Plans Examiner	<u>GREEN BUILDING</u>	
2	Residential Fire Sprinkler Inspector/Plans Examiner	1	Green Building – Residential Examiner
<u>PLUMBING</u>		1	IgCC Commercial Inspector
2	** ICBO/IAPMO Legacy Plumbing Inspector	1	IgCC Commercial Inspector w/SHRAE 189.1
1	Commercial Plumbing Inspector	1	IgCC Plans Examiner
1	Residential Plumbing Inspector	1	IgCC Plans Exam w/ASHRAE 189.1
<u>MECHANICAL</u>		<u>ACCESSIBILITY</u>	
2	**ICBO/IAPMO Legacy Mechanical Inspector	2	Accessibility Inspector/Plans Examiner
1	Residential Mechanical Inspector		
1	Commercial Mechanical Inspector		
<u>FIRE</u>			
1	Fire Inspector I		
2	*** Fire Inspector II		
2	Fire Plans Examiner		
3	*** Certified Fire Marshall (CFM)		

* Cert no longer offered, NOT Applicable for New Hires (1/21/2014)

Legacy Certification (e.g. ICBO) * Exam has Prerequisites

RECOGNIZED MODEL CODE ORGANIZATIONS:

International Code Council (ICC); National Fire Protection Association (NFPA); International Association of Plumbing & Mechanical Officials (IAPMO); American Society of Code Enforcers (ASCE); Washington Association of Building Officials (WABO); International Conference of Building Officials (ICBO)