

NO. 16 - 0343

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE)
EXECUTION OF A COLLECTIVE BARGAINING)
AGREEMENT WITH LOCAL 1135-ROAD)
MAINTENANCE OPERATORS)
[January 1, 2014 - December 31, 2016])

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 Local 1135, regarding wages, hours and working conditions for the time frame from January 1, 2014 through December 31, 2016, 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 3rd day of May, 2016.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

Al French
AL FRENCH, VICE-CHAIR

Nancy McLaughlin
NANCY MCLAUGHLIN, COMMISSIONER

**TENTATIVE AGREEMENT BETWEEN LOCAL 1135, COUNCIL 2 AND
SPOKANE COUNTY ROADS DEPT., SPOKANE COUNTY**

If an article or section is not listed in this proposal, no change is being proposed to existing language in 1135 Supplemental Agreement. Additions in red font, deletions in strike-outs.

ARTICLE 1- PROBATIONARY PERIOD

During the first 2080 hours of actual hours worked will constitute a probationary period. During the probationary period, the Employee is an *at will* employee and can be demoted, transferred or terminated at the Employer's discretion. ~~The probationary classification shall be the job classification given an employee during the twelve (12) month (365 days) period immediately following his or her date of employment or the sixty (60) day period following any subsequent change in classification pursuant to Article 3 Section 5 (g).~~

ARTICLE 2 - UNION MANAGEMENT RELATIONS

Section 1 - Labor/Management Meetings:

- A. Any employee who is to take part in Labor/Management meetings ~~such Union activities~~ shall notify and receive permission from his or her immediate supervisor. Scheduling of such activities will be dependent on the work at hand and permission to attend shall not be unreasonably withheld. Employees shall not receive compensation when such activities or meetings exceed regular working hours.
- B. It is mutually agreed that a Committee from the Union and a Committee from Management shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote a general climate of Labor/Management relations. Meetings shall be conducted quarterly but they may be scheduled more often by mutual agreement.
- C. The two (2) Committees shall be comprised of ~~four (4)~~ five (5) Union members and four (4) Management members. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting.

Section 5 - Management Rights:

The management of the County and direction of the working forces, resources, and equipment, including the right to hire, suspend, or discharge for just cause, to assign jobs, to increase and decrease the working force, to establish standards, to determine work to be accomplished, and the schedules and means of operating or handling, are vested exclusively in the County, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this working agreement or superseding governmental regulations. ~~The County Engineer retains the exclusive right to~~

~~manage, direct and control the County Road Department functions and all particulars, except as limited by the terms of this Agreement.~~

Section 7 - Productivity Group: DELETE THIS SECTION

ARTICLE 3 - SENIORITY, PROMOTIONS & LAYOFFS

Section 5 - Vacancies:

- c) In the event the individual selected is a probationary employee, such person shall not be considered a regular employee until successful completion of their ~~365 day~~ 2080 hour probationary period.
- f) Any filling of a job vacancy shall be considered temporary for a trial period not to exceed sixty (60) calendar days from the date the employee starts work in the new classification. The sixty (60) calendar day trial period may be extended by mutual agreement. Within the trial period, if the employee decides he or she does not want the job or should the supervisor or foreman decide the employee is unsuited for the job, he or she shall revert to his or her former job classification without prejudice.

Section 6-Layoffs and Recall Procedures

- a. In the event of a layoff for any reason, employees shall be laid off within the work unit in the inverse order of their seniority by their total length of continuous ~~unbroken~~ service with the Spokane County Road Department. ~~within the work unit.~~
- b. Layoffs will be confined to work units. Work units are defined as:
 - Districts 1-4
 - Shop Workers
 - Parts Department
 - Bridge Crew
 - Front Office
- e. No new employees shall be hired until all employees on recall list ~~layoff~~ ~~status~~ have had the opportunity to return to work pursuant to Article 3 Section 7.

Section 7 - Recall

- b. Vacancies shall be offered to laid off employees in order of continuous ~~unbroken~~ Spokane County Road Department Work Unit Seniority, within the employees former work unit. His/her classification upon returning to

work shall be that of the classification to which he/she returns regardless of what his/her classification was at the time of the layoff.

- f. In any given work unit, if all employees laid off from said work unit are recalled, future vacancies in that work unit, and/or temporary/extra help/seasonal work, shall be offered to laid off employees, who meet the minimum requirements for the position, from other work units in order of continuous ~~unbroken~~ Spokane County Road Department Seniority in bargaining unit (Local 1135), per Article 3, Section 5, B, 1, a, b, c, d, e; f excluded. If the terms of Article 3, Section 5, B, 1, g is exercised, the employee shall revert back to his/her former position on the recall list.

ARTICLE 4 - UNEXCUSED ABSENCE POLICY

B. Definitions: An unexcused absence incident is defined as:

1. Failure to report to work by the beginning of the assigned work shift.
2. Leaving work during the assigned shift without a proper request for vacation or sick leave.
3. Absence from work without pay because of lack of accrued sick leave and/or annual leave.

C. Policy: In those cases which an employee fails to report to work, and does not have enough sick leave and/or vacation time or is not on an approved leave of absence, that employee will be considered to be on an unexcused absence and will not be paid for the time off. Furthermore, the employee will forfeit his/her seniority for the period he/she is off on an unexcused absence. ~~Any employee who accumulates more than three (3) unexcused absences in any one (1) calendar year will face the possibility of review and possible future discipline.~~ Any employee who demonstrates a continuous pattern of unexcused absences over a period of time may be subject to review.

Any additional incidents in ~~any one (1) calendar year~~ may subject the employee to additional discipline up to, and including, discharge. Time limitations for using oral and written reprimands for progressive discipline will be followed pursuant to Article 17 of the Master Contract.

ARTICLE 5 - POLICY FOR SAFETY COMMITTEE & CENTRAL SAFETY COMMITTEE - PUBLIC WORKS-- DELETE AND REPLACE WITH THE FOLLOWING: The parties agree to be bound by the terms of the December 10, 2015 Central Safety Committee Memo contained in the Department's Maintenance Policy Folder/Manual.

ARTICLE 6 - WAGE RATES

~~**Section 4 - Pup Trailers:** Two and one half percent (2.5%) is included in all dual axle truck drivers' regular rate of pay and the pulling of pup trailers/tilt decks shall become a~~

~~regular part of their job duties.~~

Section 5 - Commercial Driver's License:

Effective August 1 2015, Employer will reimburse Employees for the renewal of their Commercial Driver's License and associated Medical Card upon submittal of proof of payment. If an employee whose job requires a commercial driver's license is disqualified from driving commercial vehicles for one hundred twenty (120) calendar days or less, that employee shall be placed in a non-paid status for that amount of time. If a disqualification exceeds one hundred twenty (120) calendar days, the employee shall fall under the layoff provision of this collective bargaining agreement. If the disqualification is due to failure to pass the physical examination, the County shall attempt to place the employee in a position for which the employee is qualified and for which there is no requirement for a commercial driver's license.

Section 6 – Seasonal Employees:

L. The following is intended to clarify the terms under which "Seasonal Foreman" assignments will be made.

1. A ~~new~~ classification and job code will be titled, "Seasonal Foreman." This ~~new~~ classification will utilize the Road Maintenance Supervisor 1 class specification.
2. Seasonal employees shall be members of the Union and covered by the terms of this agreement with the exclusion of promotional provisions, recall provisions, grievance procedures, and seniority rights provisions. Seasonal employees shall receive (1) personal holiday per year.
3. Seasonal employees, upon ratification of the contract will be hired as Road Specialist 1. They must have a Class "A" CDL with tanker endorsement. They must pass the County testing within 6 months. If this is not achieved, the employee will be deemed unqualified and will be terminated.
4. The employee selected will be reclassified to "Seasonal Foreman" for the period assigned ~~will be reclassified~~ and returned to their former classification at the conclusion of the seasonal assignment.
5. The seasonal period assignment will be for a maximum of seven (7) months in a calendar year.
6. All terms and conditions of the Local 1135 Labor Agreement will apply to the "Seasonal Foreman" except for the wage rate as provided in item 7 below.
7. Employees selected for the "Seasonal Foreman" will be compensated as follows:

- a) The salary will be in accordance with Road Maintenance Supervisor 1 (job code #2208).
- b) Hours worked in the "Seasonal Foreman" assignment will be accrued from season to season and credited for purposes of Step increases through the Road Maintenance Supervisor 1 position (job code #2208).
- c) Step increases, to a maximum of Step 6, will be granted after the "Seasonal Foreman" has worked two thousand eighty (2080) straight time hours in each Step.

~~M. The following is intended to clarify the terms under which a "Seasonal Foreman" classification will be paid for an already attained Step 7 status:~~

- ~~1. It is the understanding between the two parties that any 1135 employee that has progressed to Step 7 in the Supervisor 1 position (job code #2208) will be grandfathered through this agreement and remain in Step 7 during the time in which that person fulfills the duties as a "Seasonal Foreman" as outlined in the respective agreement.~~
- ~~2. All other terms and conditions of the Local 1135 Labor Agreement will apply to the "Seasonal Foreman" per the December 16, 2004 Memo of Understanding.~~

Section 7 - Tool Allowance:

All shop workers will receive fifty dollars (\$50.00) a month tool allowance. The Department will continue current policy regarding meters, gauges, and air tools and ~~The Department will continue~~ the purchase of special tools to be issued through Parts Room or kept in shops.

A. Insulated Coveralls:

Spokane County will supply to all Shop Repair and Bridge Crew employees, upon completion of the probationary period, one- (1) pair of insulated bibs only (no jacket) or insulated coveralls. The choice between the two will be left up to the employee. Spokane County will have three (3) vendors to purchase the garments from. ~~At this time, these vendors include American Linen, Whites Outdoors and Big R.~~ The employee will need to get a purchase order from Parts Department at the time of purchase. Spokane County will be responsible for repair of garments. The employee will be responsible for the cleaning of the garment. When it is determined that the garment is beyond repair, Spokane County will purchase a replacement.

Section 10 - Call-Out/Extension of Shift:

During the regular workweek, if an employee is ~~called out~~ notified of an extension of shift, he or she will receive overtime pay for all hours worked during the extension of shift. ~~until the beginning of his or her regular shift.~~

Any employee called out to work outside his or her regular shift shall be paid a minimum of three (3) hours overtime at the rate of time and one-half (1-1/2) or for the actual time worked, whichever is greater. Actual time worked will include credit for time spent from the time employee ~~he or she~~ leaves his or her regularly assigned shop or garage area until employee ~~he or she~~ returns to it. The minimum three (3) hours overtime does not apply to an extension of shift.

Section 13 – Herbicide Crew ~~Weed Spray~~:

Those employees who work on the ~~Weed Spray~~ Herbicide Crew ~~and are currently at the top step of the Road Maintenance Specialist III classification~~ will receive an upgrade to the top of the Road Maintenance Specialist IV classification.

Section 16 - Implementation Procedures:

A new hire will start at Step 7 of the classification and move to Step 8 after six (6) months of satisfactory employment. ~~A new employee enters the classification for which he or she is hired at Step 4 and remains at that step for a maximum of ninety (90) days. On advancement,~~ Upon promotion, an employee enters the RMS4 classification at the lowest step that is greater than his or her previous wage and remains at that step for six (6) months. When an employee works out of classification at a higher classification, he or she will receive the lowest wage step of the higher classification that is greater than his or her regular wage.

Section 17: Oil Distribution, Chip Spreader and Paver_Rate of Pay:

Employees who ~~work three (3) or more seasons on~~ operate the tandem axle Oil Distributors, Chip Spreader and Paver will receive ~~Step 7 (Top Step) of the~~ an upgrade to the top step of the Road Maintenance Specialist IV classification.

ARTICLE 9 - FOUR/TEN (4/10) HOUR WORK SHIFT

A. During the period ~~from the first week of June through the last week of August~~ from the end of March through the end of October, the work schedules for employees covered by this Agreement may be changed from five (5), eight (8) hour days to four (4), ten (10) hour days; provided, however, that the parties may mutually agree to ~~a starting date as early as Memorial Day and an ending date no later than the end of Labor Day Weekend~~ modify the start and/or end dates to meet the work necessity dictated by weather conditions, though the end date shall be no later than Thanksgiving Day. Employees shall be given ten (10) working days' notice prior to shift changes. During a period of four (4), ten (10) hour shifts, the following modifications to other provisions of this Agreement shall apply.

1. Work days are Monday through Thursday with Friday, Saturday and Sunday off.
2. District Crews, Bridge Crew and County-wide crews start at 6:00 a.m. and stop work at 4:30 p.m. ~~There shall be a fifteen (15) minute break at 9:30 a.m. and a fifteen (15) minute break at 3:00 p.m.~~
3. The garage and shop personnel on day shift shall start at 5:30 a.m. and stop work at 4:00 p.m. ~~There shall be a fifteen (15) minute break at 9:00 a.m. and a fifteen (15) minute break at 2:30 p.m.~~
4. The garage and shop personnel on night shift shall start at 4:00 p.m. and stop work at 2:30 a.m. ~~The night shift shall start at 4:00 p.m., and shall stop at 1:30 a.m. There shall be a fifteen (15) minute break at 9:00 p.m. and a fifteen (15) minute break at 12 midnight.~~
5. All employees shall take a fifteen (15) minute break midway through every five (5) hour work period and a thirty (30) minute unpaid meal period after each five (5) hour work period.

ARTICLE 11 – ~~INMATE WORK CREWS CONTRACT SERVICES~~

Section 1 – Inmate Work Crew

Section 2 – Outside Labor

Utilize outside resources to maintain the level of service i.e. private contractors, summer/winter part-time help, and small works roster. This is for maintenance work from the maintenance budget line, not day labor area. Recognizing the fluctuating tax base, it is the intent of Public Works to staff the Road Department at its existing level. The County shall not supplant the regular workforce with these employees. **(MOVED FROM ARTICLE 18)**

ARTICLE 14 – STATE INDUSTRIAL COMPENSATION – DELETE THIS SECTION

ARTICLE 18 GENERAL CONDITIONS

~~Section 3: Eliminate the Apprentice Road Specialist Classification. Employees still in that classification shall be handled as follows:~~

- ~~• These employees will have to acquire a Class "A" CDL with tanker endorsement and pass the County qualifications to operate the equipment. When these requirements are satisfactorily completed the employee will be promoted into the Road Specialist 1 classification.~~

~~The pre-qualified employees (those already possessing a Class "A" CDL with tanker endorsement and have passed the County qualifications requirement) will receive the agreed to benefits upon ratification.~~

~~The non-qualified employees will receive the January 1, 2001 wage benefit and will not advance until qualified~~

- ~~• District and Bridge Crew employees will be hired as Road Specialist 1 unless hired prior to 2005. They must have a Class "A" CDL with tanker endorsement. They must pass the County testing within 6 months. If this is not achieved, the employee will be deemed unqualified and will be terminated.~~

- ~~• Shop employees, unless hired prior to 2005, will be required to have a Class "A" CDL with Tanker endorsement excluding Parts Room employees and Office Personnel. Welders must have at least a Class "B" CDL.~~

Term: January 1, 2014- December 31st, 2016

SUPPLEMENTAL AGREEMENT

BETWEEN

**LOCAL #1135 OF THE WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO**

AND

SPOKANE COUNTY

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

ARTICLE 1- PROBATIONARY CLASSIFICATION

During the first 2080 hours of actual hours worked will constitute a probationary period. During the probationary period, the Employee is an *at will* employee and can be demoted, transferred or terminated at the Employer's discretion

ARTICLE 2 - UNION MANAGEMENT RELATIONS

Section 1 - Labor/Management Meetings:

Any employee who is to take part in Labor/ Management meetings shall notify and receive permission from his or her immediate supervisor. Scheduling of such activities will be dependent on the work at hand and permission to attend shall not be unreasonably withheld. Employees shall not receive compensation when such activities or meetings exceed regular working hours.

Section 2 - Officers List:

On April 1, of each year, the Union shall submit to the County Engineer, a written list of Union officers, stewards and Negotiating Committee. The County Engineer shall be notified of any changes that occur during the year.

Section 3 - Bulletin Boards:

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 4 Shift Work Officers:

Any officer who works a shift other than day shift shall be allowed to attend Union, E-Board and General Membership meetings with pay. A two (2) hour maximum shall be allowed for each meeting.

Section 5 - Management Rights:

The management of the County and direction of the working forces, resources, and equipment, including the right to hire, suspend, or discharge for just cause, to assign jobs, to increase and decrease the working force, to establish standards, to determine work to be accomplished, and the schedules and means of operating or handling, are vested exclusively in the County, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this working agreement or superseding governmental regulations.

Section 6 - Work Rules and Labor/Management:

- A. Any new work rules and revisions of existing work rules that directly affect wages, hours, or working conditions shall be negotiated. Management retains the ability to establish and enforce other reasonable rules and regulations. In the event of a conflict between any provision of this working agreement and the aforementioned work

rules or regulations, the working agreement shall take precedence.

- B. It is mutually agreed that a Committee from the Union and a Committee from Management shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote a general climate of Labor/Management relations. Meetings shall be conducted quarterly but they may be scheduled more often by mutual agreement.
- C. The two (2) Committees shall be comprised of five (5) Union members and four (4) Management .. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting.

ARTICLE 3 - SENIORITY, PROMOTIONS & LAYOFFS

Section 1-Seniority:

- A. Seniority according to this Agreement shall consist of continuous service of the employee with the Spokane County Road Department.
- B. Continuous Service shall include all time except an unpaid Leave of Absence unless such unpaid Leave of Absence is granted due to medical reasons for either the employee or immediate family, or on-the-job injuries.
- C. A new employee shall have no seniority rights nor be classified as a regular employee until he or she has completed the probationary period as defined in Article 1. A temporary employee shall have no seniority rights.
- D. Seniority is continuous service with the Department except for bidding on vacancies within a crew, in which case seniority shall be continuous service in the crew.
- E. For the purpose of seniority the following crews will apply:
 - Crew 1- Maintenance District 1 employees
 - Crew 2 - Maintenance District 2 employees
 - Crew 3 - Maintenance District 3 employees
 - Crew 4 - Maintenance District 4 employees
 - Crew 5 - Shop and Garage employees, including equipment maintenance employees stationed at outlying shops.
 - Crew 6 - Bridge crew employees
- F. As far as possible, seniority shall be considered on crew basis within the County Road Department. This shall not mean that employees may not be shifted between crews. If an employee transfers to another crew by his/her own request or through bid procedure, his/her seniority in that crew will begin at the time of notification of the transfer. If an employee is transferred to another crew by the County, his/her crew seniority will also be transferred to the new crew.
- G. Should the County eliminate a crew or combine it with another, the employees of the crew or crews involved will be considered to have been

transferred by the County. Certain jobs are identified as "County-wide." Employees filling Countywide jobs shall maintain their crew seniority in the crew from which they came to the County-wide job. The County Engineer will identify County-wide jobs. An employee filling a County-wide job when it is changed will be considered to have been transferred. The above provisions will not apply to management employees.

- H. The seniority list shall be brought up to date each year on January 1, and posted on the Union bulletin boards. Five (5) copies of the seniority list shall be sent by mail to the Secretary of Local 1135.
- I. Seniority as described above shall be used for the purposes of determining eligibility for advancement, longevity, and annual leave as described in the appropriate sections of this supplemental agreement.
- J. An employee returning to work after an authorized leave may claim his/her former regular position if it still exists and if his or her seniority is greater than an employee currently holding that position within his or her work crew. If the position no longer exists or he/she does not have sufficient seniority to displace a current employee in that classification, he/she may, by seniority, claim an existing lower classification. Any current employee so displaced shall have similar rights to claim a lower existing classification by seniority.
- K. An employee on authorized leave of absence for the purpose of becoming a full time paid employee of the Union shall continue to accumulate seniority during authorized leave.

Section 2 - Reversion Rights:

A bargaining unit employee advanced to a supervisory position shall have twelve (12) months to revert to his or her previous position without prejudice. Management may revert the employee back to his or her original position without prejudice within the same twelve (12) month period. Once the twelve- (12) month period is completed, employees may only revert to the bargaining unit if:

- A. The employee is reverted to a piece of equipment which has been un-bid or unassigned for a period of one (1) year or longer; and,
- B. Or if he or she is brought back at an entry level position.

An employee returning to the bargaining unit after the twelve (12) month period would lose his or her seniority for any time spent in the non-bargaining unit position.

An employee's district seniority would begin the day he or she started in that district. Employees would keep their County-wide seniority minus the years in a non-bargaining unit position.

Section 3 - Loss of Seniority:

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

- A. Discharge or resignation of the employee.
- B. Failure to report to work the first day or shift following the expiration of the authorized leave of absence without an authorized extension.

- C. Temporary layoff exceeding a two (2) year period. Failure when on temporary layoff, to either notify the Employer by intent to return to work within one (1) week after notice by registered mail to the employee at his/her last known address and the Secretary of the Union, or report to work within two (2) weeks of said notice. The time limits in this paragraph may be extended by mutual agreement in writing.

Section 4 - Promotions:

- A. Promotions to a higher job classification shall be according to seniority and ability. Changes from a higher to a lower job classification or changes made by shifts between the same job classification to meet work requirements, may be made at the request of the employee with the approval of the person responsible for supervision over them, and the Union; or, changes from a higher to a lower classification due to the elimination of positions, disciplinary action or medical reasons do not require bidding but are to be considered transfers by the County.
- B. Supervisors will normally offer upgrades by crew seniority to those employees who are pre-qualified for the higher classification and have the ability to perform the specific tasks to be assigned.

Section 5 - Vacancies:

- A. It is the intention of the County Engineer to fill vacancies in supervisor positions by promotion of employees when the County Engineer can find employees having the necessary qualifications.
- B. When a job vacancy within the bargaining unit occurs which the County Engineer deems necessary to be filled, the vacancy will be filled in the following manner,
 - 1. A notice of the job vacancy shall be posted for a period of five (5) working days on all crew bulletin boards. The notice will provide space for employees to sign who wish to be considered for the job. Any regular employee or probationary employee with forty-five (45) days of service may sign. Employees who sign will be considered in the following order:
 - a) For a job vacancy within a crew, regular employees of that crew will be considered first, other regular employees second and eligible probationary employees third.
 - b) For a job vacancy of a County-wide designation regular employees will be considered first and eligible probationary employees second.
 - c) In the event the individual selected is a probationary employee, such person shall not be considered a regular employee until successful completion of their 2080 hour probationary period.
 - d) Employees will be considered on the basis of seniority and ability. The employee with the most seniority and ability who signs will be given the first opportunity to fill the job on

a trial basis as described below. The employee selected will be notified within seven (7) days after the completion of the posting period. The employee will also be notified of the appropriate effective date of this new classification.

- e) Pay for the new classification begins on the date the employee starts work at the new classification; however, crew seniority will begin from the last date of the posting period. If the job vacancy has not been filled from existing employees, the County may go outside the bargaining unit to fill the vacancy.
- f) Any filling of a job vacancy shall be considered temporary for a trial period not to exceed sixty (60) calendar days from the date the employee starts work in the new classification. The sixty (60) calendar day trial period may be extended by mutual agreement. Within the trial period, if the employee decides he or she does not want the job or should the supervisor or foreman decide the employee is unsuited for the job, he or she shall revert to his or her former job classification without prejudice.
- g) When a regular position vacancy occurs that is on a year round shift, i.e., days, swing or graveyard within the same classification and job specialty (as defined in Appendix A) the employees wishing to change shift may sign a bid sheet. Shift change applicants will be considered on the same basis as promotional applicants but before promotional applicants. At the supervisor's sole discretion the transfers between shifts may be delayed for up to six (6) months for training or operational needs. In the bidding process for the following positions only, it may be appropriate to require an application:

Shop:

Shop Clerk
Shop Clerk Lead
Parts Issuer
Parts Lead Worker
Shop Worker
Welder
Parts Assistant PU Driver

Bridge/Utility:

Bridge Carpenter II

The bid announcement will note that a resume' may be required and that the purpose of the application is to aid in determining whether an applicant meets the technical skills required for the position.

Section 6-Layoffs and Recall Procedures

The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall. Prior to any actual layoff, Labor/Management will consider acceptable alternatives to layoffs.

- a. In the event of a layoff for any reason, employees shall be laid off within the work unit in the inverse order of their seniority by their total length of continuous service with the Spokane County Road Department,.
- b. Layoffs will be confined to work units. Work units are defined as:
 - Districts 1-4
 - Shop Workers
 - Parts Department
 - Bridge Crew
 - Front Office
- c. No layoffs shall be executed in a work unit as long as there are temporary/extra help/seasonal employees in that work unit.
- d. Employees being laid off shall be given written notice of such layoff no less than fifteen (15) working days.
- e. No new employees shall be hired until all employees on recall list have had the opportunity to return to work pursuant to Article 3 Section 7

Section 7 - Recall

- a. Employees who are laid off shall be placed on the recall list and shall have first opportunity to fill vacancies in their former work unit.
- b. Vacancies shall be offered to laid off employees in order of continuous Spokane County Road Department Work Unit Seniority, within the employees former work unit. His/her classification upon returning to work shall be that of the classification to which he/she returns regardless of what his/her classification was at the time of the layoff.
- c. Recall rights under this provision shall be limited to twenty-four (24) months. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list.
- d. Employees shall retain all seniority and benefits accrued prior to layoff when recalled to work, minus the time laid off.
- e. Any temporary/extra help/seasonal work required by the Department, when there are laid off employees on the recall list, shall be offered to laid off employees, by Spokane County Road Department Work Unit Seniority in the work unit where the work is required. Accepting or declining such offers of work shall have no impact on the employees recall list status.

Offers of employment off the recall list shall be done in writing either by registered mail to the last known address of the laid off employee or hand delivered to the employee.

- f. In any given work unit, if all employees laid off from said work unit are recalled, future vacancies in that work unit, and/or temporary/extra help/seasonal work, shall be offered to laid off employees, who meet the minimum requirements for the position, from other work units in order of continuous Spokane County Road Department Seniority in bargaining unit (Local 1135), per Article 3, Section 5, B, 1, a, b, c, d, e; f and h excluded. If the terms of Article 3, Section 5, B, 1, g is exercised, the employee shall revert back to his/her former position on the recall list.

ARTICLE 4 - UNEXCUSED ABSENCE POLICY

A. Preamble: All employees are important to the efficient operation of the department. Our work force is made up of skilled professionals, who put their talents together to make the department the best it can be. Unexcused absences by any employee creates disruption and hardship for all members of the department.

B. Definitions: An unexcused absence incident is defined as:

1. Failure to report to work by the beginning of the assigned work shift.
2. Leaving work during the assigned shift without a proper request for vacation or sick leave.
3. Absence from work without pay because of lack of accrued sick leave and/or annual leave.

C. Policy: In those cases which an employee fails to report to work, and does not have enough sick leave and/or vacation time or is not on an approved leave of absence, that employee will be considered to be on an unexcused absence and will not be paid for the time off. Furthermore, the employee will forfeit his/her seniority for the period he/she is off on an unexcused absence.. Any employee who demonstrates a continuous pattern of unexcused absences over a period of time may be subject to review.

D. Notification/Disciplinary Procedure:

1. **First Incident:** Employee will receive counseling from his/her supervisor in the presence of the Union Steward. Management will show all documentation to the employee pertaining to the alleged unexcused absence(s), and will give the employee the opportunity to respond.
2. **Second Incident:** Employee will receive an oral reprimand, and additional counseling from management in the presence of the Union Steward.
3. **Third Incident:** Employee will receive a written reprimand and additional counseling from management in the presence of the Union Steward.
4. **Fourth Incident:** Employee will receive no less than a one (1) day suspension or no more than a three (3) day suspension without pay. The Union Steward will be present, and all proper notification will be given by

management.

Any additional incidents may subject the employee to additional discipline up to, and including, discharge. Time limitations for using oral and written reprimands for progressive discipline will be followed pursuant to Article 17 of the Master Contract.

ARTICLE 5 - POLICY FOR SAFETY COMMITTEE & CENTRAL

SAFETY COMMITTEE - PUBLIC WORKS

PURPOSE

The parties agree to be bound by the terms of the December 10, 2015 Central Safety Committee Memo contained in the Department's Maintenance Policy Folder/Manual.

ARTICLE 6 - WAGE RATES

Section 1- Wages and Allowances:

Each employee shall be paid in accordance with the attached Wage Schedule (Appendix A), the wage rate appropriate for his/her regular job classification and length of service in said classification. Any employee bidding down to a lower classification or bidding to a previous classification shall be placed in the Step that causes the employee the least amount of financial loss.

A. Time Cards:

1. Time cards are the method by which Spokane County Road Department records and pays their employees for regular, compensatory and overtime work. Prior to adjusting time cards with respect to quantity of overtime hours, a meeting will occur between the Supervisor, employee and Shop Steward to confirm the method of adjustment if required.

Section 2 - Assignment of Equipment:

Supervisors will assign employees in truck driver and equipment operator classifications to a vehicle or piece of equipment as indicated in Appendix A. Employees so assigned may be reassigned on a temporary basis to another vehicle or piece of equipment or to other work assignments to meet work requirements. A vehicle or piece of equipment whose regularly assigned operator has been reassigned may be operated by another employee on a temporary basis to meet work requirements. If an employee is to be temporarily reassigned to a lower level position and the regularly assigned vehicle is to be operated, for a full work shift, he or she shall be entitled to operate said vehicle or equipment during that full work shift, if he or she chooses.

Section 3 - Longevity:

Effective October 1, 2014, a monthly longevity bonus will be paid an employee, in addition to employees regular rate of pay, if the employee has continuous service from the time of appointment to regular full

time employment. Payments will be calculated as follows:

| <u>Continuous Service</u> | <u>Monthly Amount</u> |
|---------------------------|-----------------------|
| 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 |

Section 4 - Commercial Driver's License:

Effective August 1 2015, Employer will reimburse Employees for the renewal of their Commercials Driver's License and associated Medical Card upon submittal of proof of payment . If an employee whose job requires a commercial driver's license is disqualified from driving commercial vehicles for one hundred twenty (120) calendar days or less, that employee shall be placed in a non-paid status for that amount of time. If a disqualification exceeds one hundred twenty (120) calendar days, the employee shall fall under the layoff provision of this collective bargaining agreement. If the disqualification is due to failure to pass the physical examination, the County shall attempt to place the employee in a position for which the employee is qualified and for which there is no requirement for a commercial driver's license.

Hazardous Materials Endorsement (HME) - Local 1135 Road Maintenance Specialist employees, who wish to obtain or renew a HME, shall be reimbursed the cost for obtaining the endorsement upon showing proof of having this endorsement.

Section 5 - Seasonal Employees:

- A. Hired for a specific period of time not exceed nine (9) months in a twelve (12) month period. Rehiring of seasonal employees year to year is at the discretion of the Employer.
- B. Seasonal employees shall be members of the Union and covered by the terms of this agreement with the exclusion of promotional provisions, recall provisions, grievance procedures, and seniority rights provisions. Seasonal employees shall receive (1) personal holiday per year.
- C. Seasonal employees, upon ratification of the contract will be hired as Road Specialist 1. They must have a Class "A" CDL with tanker endorsement. They must pass the County testing within 6 months. If this is not achieved, the employee will be deemed unqualified and will be terminated.
- D. If the 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 Seasonal employee is separated from employment.
- E. Seasonal employees who are rehired on a yearly basis will not progress through the salary steps. They will be paid at the Road Maintenance Specialist

1 rate, step 1 only, and will not be upgraded. Seasonal employees will only operate equipment within the classification.

- F. Seasonal employee shall not supervise regular employees.
- G. Overtime: If a Special Crew is required to work overtime at the end of that day's shift and all regular full time employees of that Special Crew are working, Seasonal employees will be allowed to continue on an overtime basis.

If a Special Crew is required to work overtime on non-regularly scheduled days, overtime will be offered to all regular full time employees before Seasonal employees on that Special Crew will be considered.

If District Crew employees are required to work overtime, all regular full time employees within that District Crew will be offered the overtime before the District's Seasonal employees.

- H. Seasonal employees shall receive other contract benefits not mentioned above based on a true pro-rata formula to be determined.
- I. Equipment Operation: All regular full time bargaining unit employees within the District Crew shall have the opportunity to operate the equipment before Seasonal employees.
- J. Seasonal employees will be required to operate under the same County Drug Policy as the regular employees.
- K. The County will not supplant the regular workforce with Seasonal employees.
- L. The following is intended to clarify the terms under which "Seasonal Foreman" assignments will be made.

1. A classification and job code will be titled, "Seasonal Foreman." This classification will utilize the Road Maintenance Supervisor 1 class specifications.
2. Selection of the "Seasonal Foreman" assignment will be at the sole discretion of Management and is not grievable.
3. Removal from, or failure to be reselected, for the "Seasonal Foreman" assignment will be at the sole discretion of Management and is not grievable.
4. The employee selected will be reclassified to "Seasonal Foreman" for the period assigned and returned to their former classification at the conclusion of the seasonal assignment.
5. The seasonal period assignment will be for a maximum of seven (7) months in a calendar year.
6. All terms and conditions of the Local 1135 Labor Agreement will apply to the "Seasonal Foreman" except for the wage rate as provided in item 7 below.
7. Employees selected for the "Seasonal Foreman" will be compensated as follows:

- a) The salary will be in accordance with Road Maintenance Supervisor I (job code #2208).
- b) Hours worked in the "Seasonal Foreman" assignment will be accrued from season to season and credited for purposes of Step increases through the Road Maintenance Supervisor I position (job code #2208).
- c) Step increases, to a maximum of Step 6, will be granted after the "Seasonal Foreman" has worked two thousand eighty (2080) straight time hours in each Step.

Section 6 - Tool Allowance:

All shop workers will receive fifty dollars (\$50.00) a month tool allowance. The Department will continue current policy regarding meters, gauges, air tools and the purchase of special tools to be issued through Parts Room or kept in shops. The Department will discontinue tool replacement policy.

Section 7 - Tool Policy:

Purpose: Spokane County and the Shop employees are in agreement that the tool allowance was and is given in order to help offset the expense incurred in keeping current with the demands of the vehicle and equipment repair industry. The money allocated by Spokane county is to be spent solely on tools that will help upgrade the employees' technical skills, current tool supplies and replace any worn out or broken tools that are not covered by this policy. In this way it is our goal to improve on production and proficiency.

SPOKANE COUNTY'S RESPONSIBILITY

Intent: Spokane County recognizes the fact that special circumstances exist when dealing with all aspects of tools. It is for this reason that Spokane County accepts responsibility in the following situations as per described. No employee tool shall be repaired or replaced, that is not on a current employee inventory list.

A. Shop Owned Tools and Special Purpose Tools:

Spokane County will make available to all shop employees a list of currently County owned small shop hand tools. This list will be updated annually. These tools are available through the Parts Room and must be signed out by the employee prior to receiving the tool. Upon returning the tool to the Parts Room, a parts person must verify and sign that the tool has been returned. It is the responsibility of the employee to return the tool back to the Parts Room. All Spokane County tools are to be used solely for the Fleet Maintenance Operation and not for private use. Special tools are described as follows: any tool that was specifically designed by the manufacturer to perform a certain function that could not otherwise be able to be accomplished. These tools are not a common tool that every mechanic or repair person would have, and are usually designated by the equipment or vehicle manufactured for a specific purpose.

All shop tools or special purpose tools are purchased by Spokane County

as justified through need and usage. This decision is made solely by the Spokane County Fleet Manager or his designee.

B. High Wear or Expendable Tools:

Spokane County recognizes the fact that some small hand tools are considered to be expendable due to high wear. These tools will be identified and replaced by Spokane County with the same manufacture or of equal value. The repair person must turn in their worn tool to receive a new one. The following is a list of expendable tools that will be replaced by Spokane County.

| | |
|---|----------------------------|
| Battery post cleaners | Lifting chains and cables |
| Hand held wire brushes | Cutting torch tip cleaners |
| Flash lights | Strikers |
| Flash light batteries/flash light bulbs | Metal marking pencil |
| Files | Soap Stones |
| Grinding stones, wheels, disks | Tire crayon |
| brushes (used in approved | Anti-freeze |
| WISH/OSHA tools only) | Testers |
| Hammer handles | Solvent brushes |
| Drill bits | Floor creeper |
| Rain suits | Utility knife (blade only) |
| Hack saw blades | Tape measures |
| Taps and dies | Small oil squirt cans |
| Thread chasers | Nylon lifting straps |
| Easy outs | Lifting eyes |
| Cotton work gloves | Knee pads |
| Reamers | Seal Drivers |
| Gasket and Belting | Seal Extractors |
| Inspection Mirrors | "C" Clamps |
| Butane | Punches/Chisels |
| Hones Cylinder and Brake | Oil Filter Wrenches |
| Bushing Drivers | Stud Removers |
| Vise Grips | Feeler Gages |
| Roloc Scotch Brite Pads | Transfer Punches |
| Casters | |

C. Modified Employee Owned Tools:

Any employee's tool that has been modified or altered to perform an unusual or special task, and which has been pre-authorized to do so by the Shop Foreman or Fleet Manager's request, shall be replaced by Spokane County with the same manufacture and style, or if not available, by an equal brand.

D. High Wear - Repairable Tools:

Spokane County recognizes the expense of maintaining some of the employee's technical tools. Spokane County will accept repair of these tools

as per described. The incurred repair costs for these tools must not exceed fifty percent (50%) of the total tool replacement cost. At which time Spokane County will replace the tool with the same manufacture and model, or with a manufacture and model of equal value. All tools must meet WISHA/OSHA requirements before being authorized for repair or replacement. The following is a list of tools that qualify under this description.

Impact wrenches (pneumatic or electric)

Drill motors (pneumatic or electric)

Grinders, sanders, buffers (hand held models- pneumatic or electric) Test instruments and meters

Gauges (hydraulic, air)

Portable hydraulic jacks

Torque wrenches

Soldering and heat guns

Micrometers

E. Safety Tools:

Spokane County will supply needed safety tools and equipment to all employees that pertain to their job duties in their respective position. It is the employee's responsibility to use all safety equipment appropriately. The following is a list of safety tools that is currently available.

Safety glasses

Safety goggles

Safety vest

Hard hat and liner

Ear plugs

Hearing protectors

Rubber industrial gloves

Welding gloves

Welding and cutting lenses

Welding cap

Any other safety tools that have not been identified, but could show a possible need, shall be determined by the Fleet Manager and the Safety Loss representative as to whether it should be supplied by Spokane County.

F. Tool Insurance:

Tool insurance for stolen tools will be administered by Spokane County Safety Loss Department under their direction.

EMPLOYEE RESPONSIBILITY

Intent: All Shop employees recognize the responsibility at the time of employment to maintain a supply of hand tools and equipment required for their related position and job duties. It is also recognized that employees accept the responsibility to adhering to Spokane County's tool policy as per described.

A. Tool Requirements:

It is recognized that different Shop positions require a different degree of tool requirements. It is for this reason that each job position be identified when the needs are shown to be different. All tool requirements for positions shall be identified by an "industry wide standard" for a "like" position. The following is a list of Spokane County positions that have different requirements:

Shop Worker — Lt. Truck & Car Mechanic

Shop Worker — Truck & Equipment Mechanic

Shop Worker - Welder

Shop Worker - Tire person

Shop Worker — Motor Pool/ER &R

B. Tool Inventory:

It is the employee's responsibility to supply to Spokane County a complete up-to-date inventory of all current personal tools used by the employee in the course of their duties. Spokane County will require all future Shop employees to supply a current up-to-date tool inventory list at the beginning of employment. These personal tools are usually stored by the employee in a County facility. The employee will be responsible to supply to Spokane County a revised, up-to-date, inventory list twice yearly (minimum). The employee may, at any time, update their tool inventory list at their discretion. These revisions will be kept on file at Spokane County Central Shop. The employee must keep a copy of the original and any revisions. Spokane County will not be responsible for the repair or replacement of any tool covered under this tool policy that has not been identified by the employee on the current supplied inventory list, or if the personal tool was used for other than Spokane County Fleet repair or maintenance operation. To verify the employee's inventory, Spokane County may, at any time, see the need for an occasional inspection of an employee's tool inventory list to ensure the credibility of the inventory. A Union Shop Steward or representative shall be present at the time of the inspection. If any tool is not available on request at the time of the inspection, the employee has twenty-four (24) hours to show ownership and make the tool available for verification. The personal inventory must be signed and dated by the employee and any revisions that follow. Spokane County may, at any time, ask for appropriate documentation of tool purchases to ensure the legitimate use of the tool allowance.

C. Lost Tools:

The employee will be responsible for all lost personal tools.

SUPPLEMENT

A. Insulated Coveralls:

Spokane County will supply to all Shop Repair and Bridge Crew employees, upon completion of the probationary period, one- (1) pair of insulated bibs only (no jacket) or insulated coveralls. The choice between the two will be left up to the employee. Spokane County will have three (3) vendors to purchase the garments from.. The employee will need to get a purchase order from Parts Department at the time of purchase. Spokane County will be responsible for repair of garments. The employee will be responsible for the cleaning of the garment. When it is determined that the garment is beyond repair, Spokane County will purchase a replacement.

B. New Employee Tool Use:

To be issued at the beginning of employment:

Gloves, rubber - industrial

Gloves, cotton - work

Safety glasses

Safety goggles

Safety vest

Rain suit

Hearing protectors

Ear plugs

Hard hat with winter liner

C Welding Position Only:

Welding gloves

Welding cap

Cutting lenses

Section 9 - Uniforms:

Spokane County agrees to provide five (5) pairs of coveralls per week for the use of all equipment shop personnel (except clerks).

Section 10 - Call-Out:

During the regular workweek, if an employee is notified of an extension of shift, he or she will receive overtime pay for all hours worked during the extension shift.

Any employee called to work outside his or her regular shift shall be paid a minimum of three (3) hours overtime at the rate of time and one-half (1-1/2) or for the actual time worked, whichever is greater. Actual time worked will include credit for time spent from the time employee leaves his or her regularly assigned shop or garage area until employee returns to it. The minimum three (3) hours overtime does not apply to an extension of shift.

Section 11 - Pay for Temporary Change in Job Classification:

Any employee who works or trains at a higher classification than his or her regular position shall be paid at the rate in the classification he or she is working which is higher than his or her regular rate of pay. Such rate shall be paid for the entire period he or she works or trains at the higher classification. Scheduled training within the crew shall be offered to available employees by seniority.

1. Assignment as a "Temporary Foreman" will be made at the sole discretion of Management and will not be grievable.
2. Removal from or failure to be reassigned for the "Temporary Foreman" duties will be at the sole discretion of Management and is not grievable.
3. The employee selected as "Temporary Foreman" for the period assigned will not be reclassified. The duty will be considered an "Out of Class" assignment.
4. This duty assignment will normally be for no longer than (4) consecutive weeks unless special circumstances require a longer assignment. In that event, the Union and Guild will be notified as soon as it is determined that an extension is necessary and why it is necessary.
5. All terms and conditions of the Local 1135 Supplemental will apply to the "Temporary Foreman", with the change in wage rate as provided in item 6 below.
6. Employees selected for the "Temporary Forman" assignment will be paid as additional thirty dollars (\$30.00) per day when assigned the "Temporary Foreman" duties. Partial day assignments, i.e. less than four (4) hours, will be paid twenty dollars (\$20.00) when assigned the "Temporary Foreman" duties.
7. Time worked as a "Temporary Forman" will not accumulate for purposes of step increases or other accruals within the Road Maintenance Supervisor 1 classification.

Section 12 - Equipment Operation:

Equipment Operation: When the operation of a piece of equipment requires that operators work out of class up to a higher classification for more than fifty percent (50%) of the time during a calendar year, a position appropriate to the piece of equipment shall be posted for bid in accordance with the provisions of the contract.

Section 13 – Herbicide Crew:

Those employees who work on the Herbicide Crew will receive an upgrade to the top step of the Road Maintenance Specialist IV classification.

Section 14 - Report Locations/Special Crews/Special Projects:

Employees who are asked by Management and by mutual agreement only, to drive their own vehicle to a District Shop/Main Shop other than their normal report location, will be paid a flat rate of one (1) hour overtime per day, and a minimum of three (3) consecutive days with the exception of a breakdown or other unforeseen

circumstances. Employees under both conditions will be at the Shop by starting time and ready to work until quitting time. The District Shop Steward would be notified of report changes in his/her District.

Section 15 - Snow Throwers:

The parties agree that employees operating the snow throwers will be paid at the rate of Road Maintenance Specialist IV.

Section 16 - Implementation Procedures:

A new hire will start at Step 7 of the classification and move to Step 8 after six (6) months of satisfactory employment. Upon Promotion, an employee enters the RMS4 classification at the lowest step that is greater than his or her previous wage and remains at that step for six (6) months. When an employee works out of classification at a higher classification, he or she will receive the lowest wage step of the higher classification that is greater than his or her regular wage.

Section 17: Oil Distribution, Chip Spreader and Paver Rate of Pay:

Employees who operate the tandem axle Oil Distributors, Chip Spreaders and Paver will receive an upgrade to the top step of the Road Maintenance Specialist IV classification.

Section 18: Lead Worker

- The decision to utilize an employee as Lead Worker will be based primarily on the employee's ability and willingness to perform the duties of Lead Worker in addition to her/his current job duties. If all factors are equal, consideration will be given to seniority.
- The assigning of a Lead Worker to a project is to provide limited, on-site supervision. The Lead Worker will not be expected to determine or perform disciplinary actions.
- The selection and utilization of the Lead Worker shall be at the sole discretion of the employee's Supervisor and Foreperson.
- The assigned Lead Worker shall be paid an additional twenty (\$20.00) per day when Lead Worker is assigned the duties.
- The selected employee must be willing to voluntarily accept the role of Lead Worker.

Section 19: Trainer

- The decision to utilize an employee as Trainer will be based primarily on the employee's skills, ability and willingness to perform the duties of Trainer in addition to her/his current job duties.
- The assigning of a Trainer is to provide training to upgrade the quality of the Road Department Employees to better fit the needs of the business and meet the requirements necessary to complete in the workplace.
- The selection and utilization of the Trainer to conduct the formal and assigned training shall be at the sole discretion of the employer's Supervisor and Foreperson.
- The assigned Trainer shall be paid an additional twenty dollars (\$20.00) per day when training is assigned for two (2) or more hours per day.
- The selected employee must be willing to voluntarily accept the role of Trainer.

ARTICLE 7- OVERTIME:

- A. Subject to the limitations of the work load, overtime will generally be offered first to those in the class who are available for the overtime work.
- B. **Extension of Shift:** If, at the end of the work shift, a piece of equipment being used needs to continue on an overtime basis, the overtime work may be performed by the regular employee operating the equipment at that time. When other qualified employees within the crew are available and the operator at that time chooses not to work any overtime then the supervisor may call other qualified regular employees, by seniority within the classification.
- C. **Overtime Callout Process**
 - 1. Supervisors will determine what equipment/personnel are needed for overtime callouts.
 - 2. Employees not answering or refusing a callout will be passed over.
 - 3. Employees will run their assigned equipment. Overtime will be offered by seniority within classification.
 - 4. If the Supervisor is unable to fill the requirement, he/she will offer the callout overtime to qualified Operators within the District by seniority.
 - 5. If the Supervisor is unable to fill the requirement with District employees, he/she will offer the overtime to the employees in the remaining Districts, using the same process.
 - 6. All regular employees within the Bargaining Unit will be offered callback overtime before temporary employees.
 - 7. Article 7, C does not pertain to Shop personnel.
- D. When lateral transfers and/or promotional moves are made between Districts, the employee who is transferring will be considered available to the new District for overtime purposes beginning the next day following the last day assigned to the old District. The transfer notice will be specific as to the last day in the old District and the first day in the new District.
- E. **Division of Overtime For Shop Personnel Only:** Supervisory personnel shall, as far as possible, divide overtime equally among regular employees of the crew subject to the limitations of work programs. A record of all overtime work shall be posted monthly on the District or department bulletin boards.

ARTICLE 8 - SHIFT WORK

- A. Changes of shift should be posted ten (10) days in advance on all employee bulletin boards.
- B. All shifts (swing or graveyard) shall be eight (8) hours including lunch.
- C. When it becomes necessary to operate a piece of equipment on an overtime basis

involving a call out, the operator whose regularly assigned shift is closest to the start of the call out shall have the first opportunity to work. If it becomes necessary to work on the weekend or a holiday, the operator whose normal shift hours are the same as those required during the weekends or holidays shall have the first opportunity to work such hours.

- D. Shift work shall be offered to all regular bargaining unit members first.
- E. For those employees working the shift work, the following will apply:
 - 1. Management will assign equipment to shift work.
 - 2. Operators shall operate their assigned equipment.
 - 3. Seniority shall prevail in the choice of shifts.
 - 4. A shift differential will be paid in the following manner:
 - a) swing shift seventy-five cents (.75) an hour.
 - b) graveyard shift — seventy-five cents (.75) an hour.
- F. Sander operators will no longer receive loader upgrade.
- G. Established Day Shift 5/8's

| | | |
|----------------|------|-----------------------|
| Bridge Crew | Days | 7:00 a.m. - 3:30 p.m. |
| District Crews | Days | 7:30 a.m. - 4:00 p.m. |

ARTICLE 9 - FOUR/TEN (4/10) HOUR WORK SHIFT

A. During the period from the end of March through the end of October, the work schedules for the employees covered by this Agreement may be changed from five (5), eight (8) hour days to four (4), ten (10) hour days; provided, however, that the parties may mutually agree to modify the start and/or end dates to meet the work necessity dictated by weather conditions, though the end date shall be no later than Thanksgiving Day. Employees shall be given ten (10) working days' notice prior to such shift changes. During a period of four (4), ten (10) hour shifts, the following modification to other provisions of this Agreement shall apply.

- 1. Work days Monday through Thursday with Friday, Saturday and Sunday off.
- 2. Starting Time - District Crews, Bridge Crews, and County-wide crews start at 6:00 a.m. and stop work at 4:30 p.m.
- 3. The garage and shop personnel on day shift shall start at 5:30 a.m. and stop work at 4:00 p.m.
- 4. The garage and shop personnel on night shift shall start at 4:00 p.m. and stop work at 2:30 a.m..
- 5. All employees shall take a fifteen (15) minute break midway through every five (5) hour work period and a thirty (30) minute unpaid meal period after each five (5) hour work period.

B. Holidays:

Holidays for the four (4), ten (10) hour shifts shall be figured as follows:

1. Ten (10) hours off for calendar holidays.
 2. Eight (8) hours if a floating holiday.
 3. If a holiday falls on a Friday or Saturday, the preceding Thursday shall be taken off.
 4. If a holiday falls on a Sunday, the following Monday shall be taken off.
 5. If a holiday falls on a Monday through a Thursday, then that holiday shall be taken off.
- C. Vacation:** Vacation during the four (4), ten (10) hour work shifts shall be credited on the basis of one (1) accrued working day equals eight (8) hours. If vacation is taken, one (1) day's annual leave shall equal ten (10) hours of accumulation.
- D. Sick Leave:** Sick leave during the four (4), ten (10) hour work shifts shall be earned at the rate of eight (8) hours per month. If sick leave is taken, one (1) day's sick leave shall equal ten (10) hours of accumulation.
- E. Grievance Language:** A working day shall be defined as one (1) ten (10) hour day.
- F. Overtime:** Overtime during the four (4) ten (10) hour work shifts shall be calculated as follows:
1. One and one-half (1-1/2) times the regular pay for all hours worked over ten (10) a day or forty (40) hours a week.
 2. Temporary changes in job classification remain as working days.

G. Winter four/ten (4/10) work shift option for Central Shop Personnel:

Beginning the first Monday following the end of the summer 4/10 work shift, to the last Thursday or Friday before the summer work shift begins, shop mechanics and welders will be offered the following shifts:

1. Five/eight (5/8) work shift. Monday through Friday - Dayshift 7am-3:30pm and Nightshift 4pm-12:30am.
2. Four/ten (4/10) work shift. Monday through Thursday - Dayshift 6am-4:30pm and Nightshift 4pm-2:30am. Tuesday through Friday - Dayshift 6am-4:30pm and Nightshift 4pm-2:30am
3. Shop management will balance shop staffing levels between the shifts as best as possible. Shop Workers with the highest seniority will be given first choice on which shift they will work.
4. Holiday pay will be compensated in the same manner as all other 1135 members. However, those who choose a 4/10 work shift may be required to make up the difference in their pay check (i.e.: 2hrs of vacation, comp time, or sick leave) in addition to holiday pay.

5. Probationary employees are exempt from 4/10 winter shift work and must work the 5/8 work shift until they have accrued six (6) days of vacation (refer to Article 9.1 of the master contract)

6. The night shift foreman will work his normal 5 day shift. A designated shop worker will be responsible for crew and county needs for the remaining 2 hours of the shift. (12:30-2:30 a.m.) This will be a working position. The designated employee will also be responsible for ensuring the shop is secured at the end of the shift. The designated employee agrees that they will not receive fill-in pay.

ARTICLE 10 - SPECIAL CREWS

Section 1 - Procedures:

- A. Management will determine by classifications the number of positions needed for each Crew.
- B. A bid sheet will be posted in all Districts for those employees who are interested in working on Special Crews.
 - 1. Employees will be selected by countywide seniority and ability.
 - 2. District workload needs will be taken into consideration during the bidding process.
 - 3. If vacancies cannot be filled by the bidding process, Management can temporarily assign qualified employees to Special Crews by inverse order of countywide seniority.
 - 4. Employees occupying positions on Special Crews as of January 1, 2000 will be (grandfathered) in.
 - 5. Employees holding bid positions on Special Crews will not be considered for "extension of shift" overtime during the period of time they are on their bid Special Crews.
 - 6. Employees electing not to participate in the upcoming Special Crew season will notify their Supervisor sixty (60) days prior to that Crew starting time.
 - 7. Employees will be allowed to participate on only one (1) Seasonal Crew per year unless volunteers cannot be found.

Section 2 - Report Locations:

- A. One hundred dollars (\$100) per month for any employee that must change his/her report location during winter operations.
- B. All other employees will report only to their regular assigned report location, with the exception of the negotiated special summer crews. Equipment shall be assigned in accordance with the collective bargaining agreement.
- C. A ten (10) day notice is required for a change in report locations. Time

frames may be waived by mutual agreement (Department and Union).

Section 3 - Winter Report Location Extension:

Local 1135 and Spokane County agree to extend the winter report location agreement for fall and spring grading for District 2.

Section 4- Seal Coat/Chip Seal Crew

1. The seal coat/chip seal crew shall be comprised of two (2) RMS 2 classification employees from each maintenance district by bid within each district, and the bids shall be awarded by their district seniority and ability. This supersedes Local 1135

Supplemental Article 10 Special Crews, Section 1, B, 1 (" ... countywide seniority ... ").

2. All special crews shall establish special crew seniority specific to each crew. Special crew seniority begins accruing upon the employees first day on the crew, and is based upon continuous service on that crew (i.e.: if an employee leaves a crew, seniority on that crew is lost). Special crew vacancies shall first be filled by employees on that crew, based upon their special crew seniority and ability on that crew. If vacancies remain, they shall be filled per Local 1135 Supplemental Article 10, Special Crews, Section 1, B.

ARTICLE 11 - CONTRACT SERVICES

Section 1- Inmate Work Crew

Inmate work crews may perform certain types of activities on behalf of the Department, provided that such work does not supplant in any way the Road Department employees, nor shall they have an impact on any benefits and/or working conditions. Such activities will include:

- litter pickup
- brush clean up on County property and/or rights of way
- fencing of County pits and quarries, subject to Bridge Crew, Union members approval
- manual cleaning of private drives

If at any time the activities of the inmate work crews are deemed by the Union to include work traditionally done by their members, or impact overtime or any other benefits, the work will cease and the Department and the Union shall meet to review and resolve any conflicts. The work shall not again commence until a mutual agreement is reached. Inmates will not be allowed to operate any Public Works or Road Department equipment.

The Inmate Work Crew Program will be reviewed on an annual basis by the Union and Department in Labor/Management meetings. All District employees shall be notified when inmates are working in their District.

Section 2- Outside Labor

Utilize outside resources to maintain the level of service i.e. private contractors, summer/winter part-time help, and small works roster. This is for maintenance work from the maintenance budget line, not day labor area. Recognizing the fluctuating tax base, it is the intent of Public Works to staff the Road Department at its existing level. The County shall not supplant the regular workforce with these employees.

ARTICLE 12 - BRIDGE CREW WINTER SNOW REMOVAL

Local 1135 and the Department of Public Works agree that if the Road Maintenance Districts need assistance with their snow removal efforts, the Bridge Crew personnel and their equipment can be utilized in the Districts. Use of the Bridge Crew personnel will be based on workload requirements and weather conditions. Overtime will be offered to District personnel first.

ARTICLE 13 - SAFETY SHOES

Section 1- Safety Shoe Policy:

The following safety shoe policy is hereby agreed to by Spokane County and Local 1135:

- A. Employees who are required to wear safety shoes on the job will receive a six hundred dollar (\$600.00) allowance every three years for the replacement of custom steel-toed boots.
- B. The first allowance will be given at the completion of a new employee's probationary period.
- C. Wearing safety shoes on the job is required in the following departments and activities, but not limited to the following listed departments as defined by the County's Risk Manager.

Public Works

- 1. Garage Personnel (excluding office support)
- 2. Bridge Crew
- 3. Weld Shop

ARTICLE 15- HOLIDAYS

Members of Local 1135 receive paid holidays as listed in the Master Agreement with the exception of the Martin Luther King holiday. Local 1135 members will receive one (1) additional floating holiday in recognition of Martin Luther King Day.

ARTICLE 16 - COMPENSATION TIME

At the employee's option, overtime work may be compensated by compensatory time off. If the compensatory time option is exercised, the employee's comp time is calculated the same as overtime. Maximum accruals of compensatory time shall be limited to the same number of hours as found within a regular work week (40 hours). After maximum accrual,

overtime compensation shall be paid. Employees will be permitted to use such compensatory paid time off (in hourly increments) within a reasonable period after making the request, unless doing so would unduly disrupt County operations. Compensatory time is intended to be taken as paid time off and not paid as direct compensation. Therefore, Employer can schedule paid time off and if any compensatory time has accrued prior to separation of employment, Employer will schedule the paid time off for the Employee. Denial of employees request to use compensatory time or Employer scheduling of compensatory time shall not be grievable.

ARTICLE 18 GENERAL CONDITIONS

Section 1: Delete 7 entry-level positions. (This is for informational purposes only.)

Section 3: ~~Eliminate the Apprentice Road Specialist Classification.~~ Employees still in that

Section 2: G.P.S Systems

The Automatic Vehicle Location or "GPS" System is a tool to provide Management with data to capitalize on its public resources by tracking vehicle location and product utilization in an efficient manner. It also assists in the allocation of the equipment. Additionally, GPS provides a safety benefit to the equipment operator in case of an emergency as well as verification if the operators' whereabouts are questioned.

1. This System is not to target or harass any employee.
2. This System is not to be used as a monitor of equipment operators to create a foundation for discipline or corrective action, but rather to verify or negate allegations by determining if a specific incident could have been possible given the location of the equipment and its operator at a certain time. Information from the GPS System shall not serve as the sole justification for discipline.
3. The Union will have total access to all aspects of the reporting capabilities of the System.
4. The Union Staff Representative, President and Vice President will be provided with a password allowing access to the GPS System.
5. Management is committed to sharing information obtained from the System's enhancement of the Maintenance Management for Spokane County with Local 1135 to improve service to the public.
6. The Union will be informed of any new technology, i.e. sensors, monitors, add-ons, and what equipment it will be on. The Union will then enter into negotiations of the impact of the new technology.

SIGNED THIS 3rd DAY OF May, 2016

FOR THE COUNTY


Shelly O'Quinn, Spokane County
Commissioner

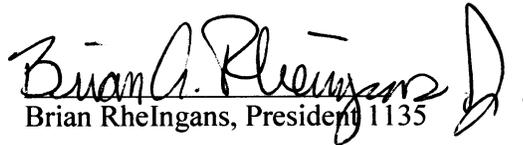


Al French, Spokane County
Commissioner


Nancy McLaughlin, Spokane
County Commissioner

16 - 0343

FOR THE UNION


Brian Rheingans, President 1135

Scott Davies, Vice-President 1135


Gordon Smith, Staff Representative

**APPENDIX #9
LOCAL 1135
SALARY RANGES**

| | | | | 2 | | 2 |
|-------------------------------|----------|----------|----------|------------|------------|----------|
| Job The | P | G | S | M | M | A |
| Apprentice Rd Main Specialist | 352 | 231 | 4 | 2587.94402 | 2678.52206 | 32142.2 |
| Apprentice Rd Main Specialist | 352 | 231 | 5 | 2694.39687 | 2788.70076 | 33464.4 |
| Apprentice Rd Main Specialist | 352 | 231 | 6 | 2806.28451 | 2904.50447 | 34854.0 |
| Apprentice Rd Main Specialist | 352 | 231 | 7 | 2923.91847 | 3026.25562 | 36315.0 |
| Shop Clerk | 352 | 235 | 4 | 2587.94402 | 2678.52206 | 32142.2' |
| Shop Clerk | 352 | 235 | 5 | 2694.39687 | 2788.70076 | 33464.4 |
| Shop Clerk | 352 | 235 | 6 | 2806.28451 | 2904.50447 | 34854.0 |
| Shop Clerk | 352 | 235 | 7 | 2923.91847 | 3026.25562 | 36315.0 |
| Road Maintenance Specialist 1 | 352 | 251 | 4 | 2864.35526 | 2964.60769 | 35575.2* |
| Road Maintenance Specialist 1 | 352 | 251 | 5 | 2984.97623 | 3089.45039 | 37073.4 |
| Road Maintenance Specialist 1 | 352 | 251 | 6 | 3111.73578 | 3220.64653 | 38647.7 |
| Road Maintenance Specialist 1 | 352 | 251 | 7 | 3244.98789 | 3358.56247 | 40302.7. |
| Parts Assistant/Pickup Driver | 352 | 252 | 4 | 2738.48373 | 2834.33066 | 34011.9 |
| Parts Assistant/Pickup Driver | 352 | 252 | 5 | 2852.63595 | 2952.47821 | 35429.7 |
| Parts Assistant/Pickup Driver | 352 | 252 | 6 | 2972.65145 | 3076.69425 | 36920.3 |
| Parts Assistant/Pickup Driver | 352 | 252 | 7 | 3098.76413 | 3207.22087 | 38486.6 |
| Bridge Carpenter 1 | 352 | 257 | 4 | 2864.35526 | 2964.60769 | 35575.2 |
| Bridge Carpenter 1 | 352 | 257 | 5 | 2984.97623 | 3089.45039 | 37073.4 |
| Bridge Carpenter 1 | 352 | 257 | 6 | 3111.73578 | 3220.64653 | 38647.7 |
| Bridge Carpenter 1 | 352 | 257 | 7 | 3244.98789 | 3358.56247 | 40302.7. |
| Road Maintenance Specialist 2 | 352 | 261 | 4 | 3060.27869 | 3167.38844 | 38008.6 |
| Road Maintenance Specialist 2 | 352 | 261 | 5 | 3190.89362 | 3302.57489 | 39630.8 |
| Road Maintenance Specialist 2 | 352 | 261 | 6 | 3328.19982 | 3444.68681 | 41336.2. |
| Road Maintenance Specialist 2 | 352 | 261 | 7 | 3472.55541 | 3594.09485 | 43129.1 |

| | | | | | | |
|--------------------|-----|-----|---|------------|------------|---------|
| Bridge Carpenter 2 | 352 | 261 | 4 | 3060.27869 | 3167.38844 | 38008.6 |
|--------------------|-----|-----|---|------------|------------|---------|

| | | | | | | |
|-------------------------------|-----|-----|---|------------|------------|----------|
| Bridge Carpenter 2 | 352 | 261 | 5 | 3190.89362 | 3302.57489 | 39630.8' |
| Bridge Carpenter 2 | 352 | 261 | 6 | 3328.19982 | 3444.68681 | 41336.2' |
| Bridge Carpenter 2 | 352 | 261 | 7 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Clerk Lead Worker | 352 | 267 | 4 | 3328.19982 | 3444.68681 | 41336.2. |
| Shop Clerk Lead Worker | 352 | 267 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Clerk Lead Worker | 352 | 267 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Shop Clerk Lead Worker | 352 | 267 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Road Maintenance Specialist 3 | 352 | 271 | 4 | 3190.89362 | 3302.57489 | 39630.8' |
| Road Maintenance Specialist 3 | 352 | 271 | 5 | 3328.19982 | 3444.68681 | 41336.2. |
| Road Maintenance Specialist 3 | 352 | 271 | 6 | 3472.55541 | 3594.09485 | 43129.1 |
| Road Maintenance Specialist 3 | 352 | 271 | 7 | 3624.30297 | 3751.15357 | 45013.8 |
| Parts Issuer | 352 | 275 | 4 | 3190.89362 | 3302.57489 | 39630.8' |
| Parts Issuer | 352 | 275 | 5 | 3328.19982 | 3444.68681 | 41336.2' |
| Parts Issuer | 352 | 275 | 6 | 3472.55541 | 3594.09485 | 43129.1 |
| Parts Issuer | 352 | 275 | 7 | 3624.30297 | 3751.15357 | 45013.8 |
| Road Maintenance Specialist 4 | 352 | 281 | 4 | 3328.19982 | 3444.68681 | 41336.2. |
| Road Maintenance Specialist 4 | 352 | 281 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Road Maintenance Specialist 4 | 352 | 281 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Road Maintenance Specialist 4 | 352 | 281 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Bridge Carpenter 3 | 352 | 284 | 4 | 3328.19982 | 3444.68681 | 41336.2' |
| Bridge Carpenter 3 | 352 | 284 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Bridge Carpenter 3 | 352 | 284 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Bridge Carpenter 3 | 352 | 284 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Shop Wrkr-Truck & Equip Mech | 352 | 285 | 4 | 3328.19982 | 3444.68681 | 41336.2' |
| Shop Wrkr-Truck & Equip Mech | 352 | 285 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Wrkr-Truck & Equip Mech | 352 | 285 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Shop Wrkr-Truck & Equip Mech | 352 | 285 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Parts Lead Worker | 352 | 286 | 4 | 3328.19982 | 3444.68681 | 41336.2' |
| Parts Lead Worker | 352 | 286 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Parts Lead Worker | 352 | 286 | 6 | 3624.30297 | 3751.15357 | 45013.8 |

| | | | | | | |
|-------------------------------|-----|-----|---|------------|------------|----------|
| Parts Lead Worker | 352 | 286 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Shop Wrkr-Lt Truck & Car Mech | 352 | 290 | 4 | 3328.19982 | 3444.68681 | 41336.2 |
| Shop Wrkr-Lt Truck & Car Mech | 352 | 290 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Wrkr-Lt Truck & Car Mech | 352 | 290 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Shop Wrkr-Lt Truck & Car Mech | 352 | 290 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Shop Wrkr - Motor Pool - ER&R | 352 | 291 | 4 | 3328.19982 | 3444.68681 | 41336.2• |
| Shop Wrkr - Motor Pool - ER&R | 352 | 291 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Wrkr - Motor Pool - ER&R | 352 | 291 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Shop Wrkr - Motor Pool - ER&R | 352 | 291 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Shop Worker - Tireperson | 352 | 292 | 4 | 3328.19982 | 3444.68681 | 41336.2. |
| Shop Worker - Tireperson | 352 | 292 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Worker - Tireperson | 352 | 292 | 6 | 3624.30297 | 3751.15357 | 45013.8• |
| Shop Worker - Tireperson | 352 | 292 | 7 | 3783.82752 | 3916.26148 | 46995.1 |
| Shop Worker - Welder | 352 | 293 | 4 | 3328.19982 | 3444.68681 | 41336.2 |
| Shop Worker - Welder | 352 | 293 | 5 | 3472.55541 | 3594.09485 | 43129.1 |
| Shop Worker - Welder | 352 | 293 | 6 | 3624.30297 | 3751.15357 | 45013.8 |
| Shop Worker - Welder | 352 | 293 | 7 | 3783.82752 | 3916.26148 | 46995.1 |

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Human Resource Department

CONTACT PERSON: Cathy Malzahn

PHONE NUMBER: 477-2120

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. **16-0343**
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 WITH LOCAL 1135.

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

The Human Resource Department has been negotiating with Local 1135 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" Effective August 1, 2015, Employer will reimburse Employees for the renewal of the Commercial Driver's License and associated Medical Card upon submittal of proof of payment.

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

SIGNATURES:

Cathy Malzahn
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.