

WORKING AGREEMENT BETWEEN

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS

AND

LOCAL 492-M OF WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AFSCME, AFL-CIO

January 1, 2021 through June 30, 2025

**All terms and conditions of this agreement will be effective on the date that the Board of County Commissioners approve this agreement unless the effective date is explicitly expressed.

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PREAMBLE

This Agreement, made and entered into this 1st day of January, 2021 by and between the Board of County Commissioners of Spokane County, hereinafter referred to as the "County" and Local 492-M and the Washington State Council of County and City Employees, Council #2, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 – PURPOSE

The purpose of this Agreement is:

- 1.1 To promote harmonious relations between the Employer and the Union;
- 1.2 To establish equitable uniform and peaceful procedures for the resolution of differences;
- 1.3 To discuss and establish reasonable rates of pay, hours of work, benefits and conditions of employment;
- 1.4 To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of work;
- 1.5 To enhance the general efficiency of Spokane County;
- 1.6 To eliminate as far as possible political considerations from policy;
- 1.7 To promote the morale, well-being and security of the employees;
- 1.8 To prevent interruptions of work and interference with the effective and efficient operations;
- 1.9 To provide a prompt, orderly and consistent method for handling and processing grievances; and
- 1.10 To set forth the complete Agreement of the parties.

ARTICLE 2 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain in good faith on behalf of the organizations which they represent.

ARTICLE 3 • PLEDGE AGAINST DISCRIMINATION

- 3.1 **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or coercion as to age, sex,

marital status, race, color, creed, national origin, political affiliation, sexual orientation or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

3.2 Union Membership/Activities: The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/ representative(s) against any employee because of Union affiliation or Union activities.

3.3 Responsibility: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 4 · UNION RECOGNITION

The Employer recognizes Local 492-M of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, as the exclusive bargaining representative for all full time and regular part-time employees listed in the classifications in positions in the Detention Services, acting in their official capacity for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE 5 - UNION SECURITY

5.1 Union Security

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (hereinafter the Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with either the Local President or a Union Staff Representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.

Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation card via email to C2everett@council2.com within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

Union payroll authorization cards are valid whether paper or electronic and the Employer & the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation cards in a secure locations that is are available to the Union for review by either party upon request.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization card. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

5.2 P.E.O.P.L.E Checkoff:

The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME (American Federation of State, County and Municipal Employees) authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME P.E.O.P.L.E. program.

5.3 New Hires:

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. Once per month, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department. A Union official shall be granted up to thirty minutes, unpaid, to meet with the new employee(s), if they so choose, at a time that is mutually agreeable between the Union and the Department.

5.4 **Union Indemnity:**

The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

5.5 **Definitions**

5.5.1 Regular Employee: An employee who has successfully completed their probationary period. The term of the probationary period is twelve (12) months. This period may be extended to account for any unpaid leave of absence that the employee may take. During the probationary period, Employee is at will and Employer can terminate the employment relationship for any or no reason which is not grievable pursuant to Article 18.

5.5.2 Full Time Employee: A regular employee who regularly works a minimum of a 37.5 hours per week on a continuing basis.

5.5.3 Percentage Employee: A regular employee who works less than 37.5 hours per week on a continuing basis and receives benefits on a true pro- rated basis.

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 Statement: All collective bargaining with respect to wages, hours, and general working conditions covered under this Contract shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

6.2 Agreements: Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

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

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the county and its

agencies during emergencies;

- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish work schedules and starting times;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, discharge, and/or take other disciplinary actions in accordance with this agreement.

6.3.1 Nothing in section 6.3. is intended as a requirement, prohibition or waiver as to the rights of the Employer or Union as set forth in Article 6 of this agreement.

6.4 Labor Management Committee:

6.4.1 It is mutually agreed that a Committee from the Union and a Committee from the Employer shall conduct regular Master Contract Labor/Management meetings for the purpose of resolving problems that may arise and to promote a cooperative climate of Labor/Management relations. Meetings shall be conducted bi-monthly if needed, but not less than quarterly.

6.4.2 The two (2) Committees shall be comprised of one (1) member from each Local and a corresponding number of members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

6.4.3 Paid time for attending Labor Management meetings will stop at the end of the

employee's regular work schedule time and overtime will not be paid if the meeting extends beyond the employee's regular work schedule time unless overtime or flex time is mutually agreeable.

ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS

7.1 Notice and Authorization of Union Representatives:

The Union agrees to provide a) updated list to Detention Services Management and Human Resources of who is authorized to represent the Union in any matters outlined in this article. An "authorized representative", is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained whenever possible for absences from the workplace. Such approval shall not be unreasonably withheld. Absences from the workplace for Union activities/functions shall be documented by use of a leave slip.

7.2 Types of Activities:

7.2.1 The Employer agrees that during working hours, on the Employer's premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from their appropriate elected official, department head or designee and agrees to carry out these activities at times which are the least disruptive to the workplace.

7.2.2 The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon notification to the elected official/department head or designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

7.2.3 Examples of Union activities are as follows:

7.2.3.1 Process grievances;

7.2.3.2 Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the PERC hearing;

7.2.3.3 Attend Labor/Management meetings in accordance with Article #6 Master and Supplemental;

7.2.3.4 Attend negotiation meetings;

7.2.3.5 Distribute Union literature;

7.2.3.6 Transmit communications, authorized by the Local Union or its officers, to the

employee, Employer or his/her representative(s).

7.3 Union Functions: The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of ten (10) working days per bargaining unit in any calendar year to attend or represent the Union at Union functions.-

7.3.1 To ensure adequate staffing, no more than two (2) employees in a work unit will participate in a Union function at one time, if staffing allows for it. A "work unit" shall be defined as a group of employees who answer to a common supervisor. Individual employees can use a maximum of ten (10) days per calendar year to attend Union functions. Exceptions to the above limitations can be made by mutual agreement

7.3.2 Example of functions are as follows:

7.3.2.1 Union Conventions;

7.3.2.2 Council 2 Executive Board Meetings/Training

7.3.2.3 Other functions that management agrees are beneficial to the County

7.4 Union Business: The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

7.4.1 General membership meetings

7.4.2 E-Board meetings

7.4.3 Elections

ARTICLE 8 – HOLIDAYS

8.1 List: The following days shall be recognized and observed as paid holidays:

New Year's Day	(January 1st)
Martin Luther King Jr.'s. Birthday	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Juneteenth	(June 19)
Independence Day	(4th of July)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(Friday immediately following Thanksgiving)
Christmas Day	(December 25)
Two (2) Floating Holidays	

Employees shall observe a holiday on the day it occurs. If an employee works on any of the holidays listed above, he/she shall be paid in accordance with Article 8.4.

- 8.2** Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event. If an employee(s) must work on a one-time holiday, they will receive the holiday pay at straight time plus paid time off at a later date for all hours actually worked on the one-time, non-recurring holiday no premium rate is earned and the one-time holiday becomes a floater to be used at a later date. Should an additional perpetual, federal, holiday be declared, the parties, agree to meet and negotiate the impact of the holiday on the bargaining unit. If an employ is requested to work on the one-time, non-recurring holiday, they will receive the holiday pay plus paid time off at a later date for all hours actually worked on the one-time, non-recurring holiday.
- 8.3 Floating Holidays:** Full time employees shall be entitled to two (2) paid floating holidays per calendar year as listed above. Floating holidays will be used before annual leave if earned after consultation with the employee's supervisor. Employees hired on or after September 1st in any calendar year shall not qualify for the floating holidays in that year.
- 8.4 Eligibility and Pay:** Employees shall be eligible for holiday pay under the following conditions:
- 8.4.1** The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on layoff.
- 8.4.2** The employee worked his/her last scheduled day prior to, and the first scheduled day after the holiday unless he/she is excused by the Employer or he/she is absent for any authorized paid leave.
- 8.4.3** If a holiday is observed on an employee's scheduled day off or during his/her vacation or on paid sick leave, at the employee's option he/she shall be paid for the un-worked holiday or be given the preceding or following workday off.
- 8.4.4** Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular workday.
- 8.4.5** Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday or Sunday and is the employee's regularly scheduled workday, the holiday shall be observed the day upon which said holiday falls.
- 8.4.6** If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay.
- 8.4.6.1** One and one-half (1½) times his/her regular rate of pay for all hours

within his/her regular workday.

8.4.6.2 Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

Employees whose regular day differs from the standard eight (8) hour day shall have their Personal Holidays paid at their current hourly rate of pay times the number of hours in their actual work day.

ARTICLE 9 - ANNUAL LEAVE

9.1 Eligibility and Allowance:

9.1.1 Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. Newly hired probationary employees shall not be eligible to take paid vacation until they have accrued six (6) days of vacation. Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

9.1.2 Annual leave allowance shall be earned annually based on the following schedule:

37.5-hour Employee Accruals			
Years of Service	Hours Accrued Per Month	Annual Accrual Amount	Max Accrual Amount
0-4 Years	7.5	90	180
5-9 Years	9.375	112.5	225
10-14 Years	11.25	135	270
15-19 Years	13.125	157.5	300
20-24 Years	15.00	180	300
25+ Years	16.875	202.5	300

40-hour Employee Accruals			
Years of Service	Hours Accrued Per Month	Annual Accrual Amount	Max Accrual Amount
0-4 Years	8	96	192
5-9 Years	10	120	240
10-14 Years	12	144	288
15-19 Years	14	168	320
20-24 Years	16	192	320
25+ Years	18	216	320

9.2 Annual Leave Pay: The rate of annual leave pay shall be the employee's regular rate of pay in effect were the employee on the job at the time.

9.3 Choice of Annual Leave Period:

9.3.1 Annual leave shall normally be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the most seniority shall be given his/her choice of annual leave period. In the event of any conflict over annual leave periods, however, a senior employee shall not be allowed to take more than twenty (20) days' annual leave during such period.

9.3.2 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum amount of **three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees** ~~forty (40) working days'~~ credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited, unless the employee is asked in writing by his/her Department Head to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited. An employee may not be paid additional compensation for earned vacation time not taken, except at the time of severance from the County employment as hereinafter provided.

9.4 Bidding Procedures:

9.4.1 To the extent that vacation time has been accrued, each employee shall be allowed to take at least four (4) weeks of accrued vacation time per year, two (2) weeks of which may be taken consecutively. Vacation time can be taken any time depending on the service requirements of the Department. Primary and secondary bids shall be bid by seniority.

9.4.2 In addition to primary and secondary bids, vacation can be requested on a first come first serve, day by day basis by mutual agreement. Except in cases of emergency, requests will be made at least twenty-one (21) calendar days before the date requested.

9.5 Holiday During Vacation Period: If a holiday occurs during the calendar week in which a vacation is taken by an employee, such holiday shall not be charged to the employee's annual leave.

9.6 Working During Vacation Period:

Any employee who is required to return from vacation and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) his/her regular rate. Any employee may return to work at the request of the Employers but shall have the option to refuse without any threat of discrimination. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request. Non-refundable expenses made toward pre-approved vacation plans that are aborted or postponed due to work requirements will be reimbursed up to the actual verified loss. These non-refundable expenses may include, but are not limited to: Prepaid travel tickets, rentals, and reservations with cancellation penalties and must be verified with documentation.

9.7 Vacation Rights in Case of Layoff or Separation:

Any employee who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation, he/she has accumulated at the time of separation which is computed based upon his/her base pay. For retirement purposes, vacation payoff shall be limited to three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees.

ARTICLE 10 · SICK LEAVE

10.1 Eligibility and Accumulation: An employee in paid status for any portion of the month shall earn sick leave at a rate of 7.5 hours per month for employees who normally work 37.5 hours a week or 8.0 hours per month for employees who normally work 40 hours a week (based on a full-time employee status, pro-rated for other weekly schedules) or as applicable per Federal or State law.

10.1.1 Sick leave may accumulate to a total of 1,350 hours for employees who normally work 37.5 hours a week or 1,440 for employees who normally work 40 hours a week and for those employees not covered by long term disability.

10.2 Disability Insurance:

10.2.1 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 contract.

10.3 Long Term Disability:

- 10.3.1** At the time Shared Leave is requested, Long Term Disability must be requested concurrently if the reason for Shared Leave is for an employee's personal medical condition and Shared Leave, when initially requested, will be for 90 days or more.
- 10.3.2** Long Term Disability must be applied for at the time requests for extensions of Shared Leave will, when combined, total 90 days or more.
- 10.3.3** The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness or receiving long term disability payments.
- 10.3.4** In the event Long Term Disability is denied, Shared Leave may continue in accordance with the terms of the plan.
- 10.3.5** In no event shall an employee receive more money than what they would receive if they had been working by combination of any benefit plans.
- 10.3.6** The employee must provide timely information and periodic medical verification necessary for the processing of the LTD application and continuation of eligibility to receive Shared Leave. Failure to do so could result in the discontinuation of Shared Leave payments.

10.4 Allowance/Notification:

- 10.4.1** The Employer and the Union agree that sick leave shall not be used in lieu of annual leave.

10.5 Notification:

Reasonable notice:

- (1) An employer may require employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under RCW 49.46.210 (1)(b). Employers may require employees to comply with the employer's notification policies, as long as such policies do not interfere with an employee's lawful use of paid sick leave.
 - (a) If the need for paid sick leave is foreseeable, the employer may require advance notice from the employee. Unless the employer allows less advance notice, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of paid sick leave.
 - (b) If the need for paid sick leave is unforeseeable, the employer may require notice from the employee. The employee must provide notice to the

employer as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to their employer, a person on the employee's behalf may provide notice to the employer.

- (2) If an employer requires employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under the Domestic Violence Leave Act, chapter 49.76 RCW, any such reasonable notice requirements must comply with the provisions outlined in WAC 296-135-060.

10.6 Unused:

Employees Covered by PERS 1: The parties agree to comply with the Bowles Decision. See article 10.20.1.

10.7 Domestic Partner:

Members who have registered with the Secretary of State as a Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file.

10.8 Sick leave may be taken for the following reasons:

10.8.1 Injury or illness of the employee. The total amount of sick leave accumulated by the employee may be taken, if required.

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

"Immediate family" shall be defined as follows: 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.

10.9 Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or 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.

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

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

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

- 10.12.1** An employee's mental or physical illness, injury or health condition;
- 10.12.2** Preventive care such as a medical, dental or optical appointments and/or treatment;
- 10.12.3** Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- 10.12.4** Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reason;
- 10.12.5** Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- 10.12.6** Use of a legally prescribed prescription drug that impairs job performance or safety.
- 10.12.7** If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.

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

10.14 The county may also 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.

10.15 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.

10.16 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.

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 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.

10.17 The following may be used to determine needed 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's

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).

10.18 Employees may rollover a maximum of 562.5 hours for employees who normally work 37.5 hours a week or 600 for employees who normally work 40 hours a week or pro-rated equivalent per calendar year.

10.18.1 Employees hired prior to June 1, 1989: Unless the employee selected the LTD plan, an employee hired before June 1, 1989, may rollover a maximum of 1350 hours for employees who normally work 37.5 hours a week or 1,440 for employees who normally work 40 hours a week or pro-rated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max of 975 hours for employees who normally work 37.5 hours a week or 1,040 for employees who normally work 40 hours a week) at the employee's final pay rate to a maximum of 487.5 hours for employees who normally work 37.5 hours a week or 520 for employees who normally work 40 hours a week.

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

10.20 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.

ARTICLE 11 - INSURANCE BENEFITS

11.1 Medical The Employer agrees to provide at least two (2) medical plans of which there will be a minimum of one Preferred Provider Plans (PPO) plan and a Health Maintenance Organization (HMO) plan.

The Employees' monthly premium share towards the PPO or HMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:

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

Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars and the employee's monthly premium will be split over the two pay periods in the month.

The employer agrees that for the term of this agreement, the out-of-pocket maximums for the PPO

& HMO plans will be as follows:

- HMO - \$1,000 - Individual/\$3,000 - Family
- PPO - \$2,000 - Individual/\$6,000 – Family

No provision for retiree medical plan.

No double coverage for employees of Spokane County.

11.2 Dental

The Employer agrees to provide at least two (2) dental plans of which there will be a minimum of one Preferred Provider Plans (PPO) plan and a Dental Maintenance Organization (HMO) plan.

11.3 Eligibility:

11.3.1 No double coverage (applies to Medical and Dental) which means:

- 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.
- 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.

11.3.2 All new employees shall be eligible for medical, vision and dental benefits on the first day of the following month if their first day of employment is on or before the 15th day of the month, or on the first day of the following month if their first day of employment is the 16th day of the month or thereafter. For example, if the new employees first day of employment lands between April 1st through the 15th, their medical, vision and dental coverage would start May 1st. On the other hand, if the new employee's first day of employment lands between April 16th through 30th, their medical, vision and dental would start June 1st.

11.3.3 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.

11.4 Life Insurance: The Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy. Supplemental life insurance is available at the

employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

11.5 Insurance Extension: Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/ 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.

11.6 Affordable Care Act Taxes - The Parties agree to avoid health care benefits from being taxed (Cadillac Tax), assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, the County has the option of unilaterally eliminating the Flexible Spending Account (FSA) or unbundling Vision from the health care plans as measures to avoid the Cadillac Tax fees or penalties.

If the Parties health care plans are projected, by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax. fees or penalties and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical/Dental will automatically open for negotiations.

A Health Care Committee (one member from each local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) between June - August of the year prior to the assessment being imposed.

11.7 Termination of Benefits

Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the date of the divorce/termination or may be subject to discipline under the terms of their respective CBAs.

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

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

ARTICLE 12- HOURS OF WORK

12.1 Workday:

The regular hours of work each day shall be consecutive except for interruptions for a meal period. Employees shall have a thirty (30) minute paid meal and have a fifteen (15) minute paid rest period during each half (1/2) shift and are required to remain on site and available during meal or rest breaks in case of an emergency or other duties requiring immediate attention. Meal breaks for all staff shall be taken approximately midway through the employee's shift at a time agreed upon between the Supervisor and the employee.

12.2 Workweek:

12.2.1 For Employees, the work schedule shall be eighty (80) hours per work period. Employees shall be scheduled off at minimum two consecutive days. Any changes will be by mutual agreement.

12.2.2 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Any changes to the schedule will require two (2) weeks' notice, except in emergencies or by mutual agreement.

12.2.3 Temporary Assignments

12.2.3.1 Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purposes of meeting emergency situations over which the Department has no control. However, such emergency assignments shall not exceed the period of such emergency. An emergency is defined as an unplanned event requiring temporary assignments.

12.2.4 Removal for Cause

12.2.4.1 Employees may be removed from their shift or days off for cause. Cause shall be defined as unsafe practices, failure to follow established policies and procedures, documented illnesses or medical conditions, or documented inability to perform the task of the position. Removal for cause shall be documented in writing in a timely manner.

12.2.5 Shift Bidding

12.2.5.1 Mental Health shifts shall be assigned by the Mental Health Manager. Input from all Mental Health Staff will be considered in determining their work week. The Mental Health Manager, with the approval of the Director, will have the authority to make decisions regarding their work week.

Shift Bidding can be negotiated if requested by union or management staff related to expansion/changes of mental health department/services or changes to shift hours.

12.3.1 Paid Leave: All paid leave shall be considered as hours worked.

ARTICLE 13 - LEAVES OF ABSENCES

13.1 Eligibility Requirements

Employees may be eligible for leaves of absence in accordance with federal, state, and local law or Spokane County policies.

13.1.2 Any request for leave shall be submitted in writing by the employee to his/her Department Head or Elected Official or designee. The request shall state the reason the leave is being requested and the appropriate length of time the employee desires.

13.1.3 Authorization or denial for a leave shall be furnished in writing to the employee by his/her Department Head or Elected Official within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.

13.1.4 State or Federal laws, that cover military, maternity, family leave or any other leave shall be posted in all departments, shops, offices, where employee notices are normally posted.

13.2 Types of Leave: Leaves granted by the Elected Official or Department Head include, but are not limited to, the following:

13.2.1 Jury Duty: Leave shall be allowed by the head of a department to permit an employee to serve as a member of a jury. Each employee who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.

13.2.2 Court Appearance: Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.

13.2.3 Voluntary Civic Duties: Leave may be allowed by the head of a department to permit an employee to exercise his/her voluntary civic duties. Such leave

may be without pay.

13.2.4 Military: The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days during each calendar year.

13.2.5 Educational: Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. Mandatory training, certifications and licenses required by the job shall be negotiated in Supplemental Agreements.

13.2.6 Maternity Leave: The Employers agree to grant maternity leave in accordance with State and Federal laws.

13.2.7 Family Leave: In accordance with the provisions of RCW 49:12 and any other State and Federal law, the Employer agrees to grant family leave. Employees shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.

13.3 Compensation for Absences Due to Widespread Emergency:

13.3.1 If County offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to personal holiday time, accrued vacation or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

13.3.2 Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time at a maximum of their regularly scheduled shift. No overtime shall be paid when the employee is making up the time.

13.3.3 In the event the Board, after consultation with the Sheriff, determines to close County operations and directs employees to go home, all but essential personnel shall be released, and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time.

13.4 County Activities: Leave may be allowed by the Employer to permit an employee to interview and take examinations for County positions and may be allowed to serve on County committees during working hours without loss of pay.

13.5 Bereavement Leave:

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.

"Immediate family" shall be defined as follows: 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.

ARTICLE 14 - SHARED LEAVE

The Employer shall provide Leave Sharing Program in accordance with Spokane County Policy.

ARTICLE 15-WAGES

15.1 Effective the first full pay period following ratification and the Board of County Commissioners approving the agreement, all employees will be placed on the new wage scale for their classification at the step closest to their current base hourly rate, without taking a pay decrease. In addition, all scales will increase by three (3.00%) percent on the same date.

Effective either January 1, 2023 or the first full pay period following January 1, 2023 (if normal pay has been implemented), the wage scales will be increased by 3.00%.

Effective either January 1, 2024 or the first full pay period following January 1, 2024 (if normal pay has been implemented), the wage scales will be increased by 3.00%.

Effective either January 1, 2025 or the first full pay period following January 1, 2025 (if normal pay has been implemented), the wage scales will be increased by 1.50%.

*****Should the Master Agreement and the County agree to COLAs that are higher in a given year, the parties agree to re-open this section of the contract to negotiate the COLA for that particular year.***

15.2 Regarding new hires: Management has the discretion to place a new hire at the

appropriate step in the pay grade relevant to education and experience regardless of existing members' salary. Upon review of the applicant's file by the Senior Human Resources Director or their designee, that decision on which salary step to place the applicant will be final and binding and not subject to the grievance process.

15.3 Out of Class Pay:

When an employee is authorized by Management/Designee to perform work for a full work shift in a workday in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified work in the first Step that provides a salary increase.

15.4 Certification premium:

In addition to the established wage rates, employees shall be eligible for additional compensation for possessing and maintaining additional certifications beyond those required by the classification minimum requirements. The expenses of initial certification and continued re-certifications will be borne by the employee. Department management must approve requests for Certification premium pay. Certifications must be determined to provide a direct beneficial asset to the department. Requests regarding certifications that have no apparent department utilization will be denied. Additional Certification premium pay shall be paid as follows:

- 1 additional certification = 2% of the employee's base pay
- 2 or more certification = 4% of the employee's base pay

A maximum of 4% certification premium pay shall be paid.

15.5 Shift Incentive:

- a. For all hours worked on regular scheduled Swing shift (as defined by management) employee receives \$1.50 per hour extra
- b. For all hours worked on Grave/weekend shift (as defined by management) employee receives \$2.00 per hour extra
- c. If employee covers another's regular scheduled shift which is entitled to the differential, member covering shift will receive the differential

15.6 Overtime:

Definition: Overtime means time spent in the performance of work ordered by the County in excess of the hours regularly worked in the workday or workweek.

15.7.1 All overtime worked must be authorized and approved by the Mental Health Manager or designee.

15.7.2 All work performed in excess of the regularly scheduled workday will be paid at time and one half (1½).

15.7.3 No employee will be required to work more than one half (½) shift before or after their regularly scheduled work shift and no more than twice in a

workweek, except in an emergency.

15.7.4 At Management's discretion, in accordance with work requirements, emergencies or unusual situations, additional shifts involving different hours may be created.

15.8 Comp Time

15.8.1 Upon mutual agreement between the employee & the employee's Elected Official/Department Head or designee, overtime work may be compensated by compensatory time off at time and one half (1 and ½). Compensatory time off shall be used within twelve (12) months of the time it was earned. If compensatory time off has not been taken with twelve (12) months, it shall be paid at the employee's current hourly rate of pay.

15.8.2 Once an employee has accrued at least fifteen (15) minutes of compensatory time, they may use their accrued compensatory time at a time(s) that are mutually agreeable between the employer and the employee. Comp time must be used in at least fifteen (15) minute increments Failure on the part of the employer and the employee to agree on when the compensatory time may be taken shall not be grievable.

15.8.3 No employee shall have more than eighty (80) hours of accrued compensatory time at any given time. Once an employee has eighty (80) hours of compensatory time accrued, they will no longer be able to accrue any additional compensatory time until they have less than eighty (80) hours of accrued time.

15.8.4 All accrued compensatory time shall be paid out at the employee's hourly rate of pay at the time of separation.

15.8.5 Once compensatory time is selected; it cannot be converted to pay except as follows:

Any employee may request payment of accrued compensatory time only twice each calendar year. Payment dates are May 15th and December 15th. Notification to payroll must occur before May 1st and December 1st respectively. If this payment is requested, all accrued compensatory time will be paid to the employee at the employee's current hourly rate.

15.9 Service Enhancement Pay

Upon completion of seven (7) years of service, employees will receive service enhancement pay equal to a 5.12% wage increase. Implementation shall occur upon ratification and be applied to all existing employees with seven (7) years or more of service within the Mental Health department.

15.10 Step Increase Process:

All newly hired or recently promoted employees will be eligible for a one-step, step that will become effective on the first, full pay period following six (6) months in their position. This date will become their annual step increase date. Thereafter, employees will receive a two-step, step increase effective on the first, full pay period following their annual step increase date.

15.11 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.

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 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.

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 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.

15.12 Retention Bonus

A retention bonus, subject to all appropriate taxes, will be paid to all members on the payroll in accordance with the following:

- January 1, 2022 \$2,000.00 to all members on payroll who have been employed for the previous continuous twelve (12) months;
- January 1, 2023 \$2,000.00 to all members on payroll who have been employed for the previous continuous twelve (12) months
- January 1, 2024 \$2,000.00 to all members on payroll who have been employed for the previous continuous twelve (12) months.

- New hires will be prorated based on the above dates. An employee hired between the first and fifteenth of the month will qualify for that month. An employee hired between the sixteenth and the end of the month will qualify the first of the following month. There shall be no retention paid to any employee who departs County service during the year. This provision will expire on 12/31/2024 unless the parties agree to continue the provisions of this article.

15.12 Field Training Officer (FTO) Pay

Upon ratification, all members who are working as a FTO (Field Training Officer) will be compensated eight (8) hours of straight time per month, when actively training.

ARTICLE 16 - SENIORITY

16.1 Seniority: For the purpose of layoffs, as well as bidding of vacations and shifts, seniority shall be defined as:

16.1.1 Total length of service within job classification;

16.1.2 Total length of service within the Department;

16.1.3 Total length of service within the County.

16.1.4 For the purpose of computing seniority, all authorized paid leave shall be considered as time worked.

16.1.5 The first twelve (12) months worked of employment shall be deemed a probationary period and during such probationary period, an employee may be transferred, laid off or terminated at the discretion of the Employer. Probationary employees continued in the service of the Employer subsequent to the twelfth (12th) month after the initial date of employment, shall become regular employees.

16.1.6 Posting: Once each year the Employer shall post on all staff bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 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. Suspensions will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the suspension. 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.

17.2 Measures: Disciplinary actions or measures shall include only the following: Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and County.

17.2.1 Oral reprimand;

17.2.2 Written reprimand (notice to be given to the employee in writing with reasons);

17.2.3 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;

17.2.4 Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) workday of the discharge).

17.3 Any disciplinary action or measure may be grieved through Article 18-

17.4 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.

17.5 Suspension/Termination

17.5.1 The Employer shall not suspend/terminate any employee without just cause.

17.5.2 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.

17.5.3 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.

17.5.4 In cases of suspension the following shall apply:

- a. A pre-suspension hearing may not be held if the incident warrants immediate action due to safety or security reasons.
- b. A response to the charges given to the employee shall be answered within twenty-four (24) hours.

17.6 Severe Offenses

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the severe offenses may result in advanced disciplinary steps in accordance with Article 17.4. Examples of severe offense may include, but are not limited to, the following:

17.6.1 Theft or conversion of time, money, materials or property from the County or other employees;

17.6.2 Physical altercation or threat of physical violence;

17.6.3 Willfully damaging County property or another employees' property;

17.6.4 Falsifying records or documents.

17.7 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 the 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 two (2) years from the date the employee received the disciplinary action, if:
 1. There has been no subsequent discipline of a similar or like nature; and
 2. The employee submits a written request for its removal.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, will be automatically removed after five (5) years from the date the employee received the disciplinary action, if:
 1. There has been no subsequent discipline of a similar of like nature; and
 2. The employee submits a written request for its removal.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Settlement of Disputes: Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

18.1.2 The alleged violation must contain the following:

18.1.2.1 The specific contract provision violated.

18.1.2.2 The specific actions(s) that occurred.

18.1.2.3 Who the individual employee(s) are that are affected by the contract violation.

18.1.2.4 When the violation is to have taken place.

18.1.2.5 The remedy sought.

18.1.2.6 Grievances must be submitted to the Employees Immediate Supervisor with a copy to Labor Relations. Grievances may be submitted in person, ~~by regular mail~~ or by e-mail. Grievances will be submitted on the official Union Grievance Form.

18.1.3 Time frames may be extended, or steps waived, at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievant or Union shall have the right to proceed to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) workdays following the conclusion of the delay to proceed with the grievance process.

18.2 Informal Complaint:

18.2.1 Within seven (7) working days from the occurrence of the matter on which a

complaint is based, or within seven (7) working days from his/her knowledge of such occurrence, an employee/Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five working days from the date of such discussion, the supervisor shall verbally reply to the complaint/contract violation. A shop steward or Union representative may be present.

18.2.2 If the issue remains unresolved, the Shop Steward may then proceed through the formal grievance process.

18.3 Formal Written Grievance: A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

18.3.1 Step 1. Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within twenty-three (23) working days from the employer's response to the informal complaint, reduce the grievance to written form, in three (3) copies, including specific violation, background information and remedies sought, and submit it to the Detention Services Director or his/her designee and Labor Relations. The Detention Services Director or his/her designee shall, within five (5) working days of receipt of the Grievance Committee's formal written complaint, shall schedule a meeting for the purpose of hearing the complaint. The Detention Services Director or his/her designee shall answer the complaint in writing within ten (10) working days after the hearing.

18.3.2 Step 2. Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Detention Services Director or his/her designee's decision, to the Senior Human Resources Director or their designee. Within five (5) working days of receipt of the complaint, the Senior Human Resources Director or their designee will set a date to hear the complaint. The Senior Human Resources Director or designee shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

18.3.2 Step 3. Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the Senior Human Resources Director or their designee is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

18.4 Hearing Attendance: Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop steward, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer. In the event a grievance hearing begins prior to or extends beyond the normally scheduled shift of any employee in attendance call-back or overtime pay will not apply, unless mutually agreed otherwise.

18.5 Arbitration:

18.5.1 Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument.

18.5.2 Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representation.

18.6 Liability:

The Union and the Employees have a duty to bring any disparities and issues forward as soon as they are known; therefore, no monetary claim by an employee covered by this Agreement or by the Union against the County shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of one hundred eighty (180) days prior to the date the claim was first filed in writing. This provision shall not apply to statutory State/Federal wage decisions or an arbitrator's decision regarding suspension or discharge.

ARTICLE 19 - LAYOFF AND RECALL

19.1 Layoff

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.

19.1.1 No layoffs shall be executed as long as there are extra help, part-time or temporary employees in the 492-M bargaining unit. If part-time or temporary employees are being utilized in 492-M, that extra help, part time or temporary work may be offered to qualified employees who are being laid off.

19.1.2 In the event of a layoff for any reason, employees shall be laid off in the inverse order of seniority within the bargaining unit. In the event of a tie in seniority within the bargaining unit, then total length of service at the Spokane County Jail shall prevail. If there is a tie in Jail seniority, then County employment seniority shall prevail.

19.1.3 Employees being laid off shall be given written notice of such layoff thirty (30) days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

19.2 Recall:

19.2.1 Employees who are laid off shall have the first opportunity to fill vacancies in their former classification.

19.2.2 Employees shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.

19.2.3 Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff or demotion. Employees may refuse a recall once if they are recalled to a position other than the classification they held at the time of the layoff/demotion. A second refusal to return to work, to any position, will remove an employee from the recall list. Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the employee.

19.2.4 Any temporary or extra help work required by a division in a job classification in which there are employees on layoff shall be offered to laid off employees.

19.3 Definitions:

19.3.1 Bargaining Unit Seniority: Total unbroken service within a classification within the bargaining unit.

19.3.2 Job Classification Seniority: Total length of unbroken service within a job classification within the bargaining unit.

19.3.3 County Employment Seniority: Total length of unbroken employment in the County.

19.3.4 Bargaining Unit: Local 492-M.

19.3.5 Division: Spokane County Detention Services.

19.3.6 Job Classification: Jobs as defined in Appendix "A"

ARTICLE 20 - GENERAL PROVISIONS

20.1 Work Rules: The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

20.2 Personnel Files:

20.2.1 Maintenance: One (1) personnel file shall be maintained and located at the Human Resources Department. That files shall contain employment-related documents.

On request, employees may review their personnel files (their active Human Resources or inactive Civil Service file). Employees may receive one (1) copy per year of all documents in their personnel files.

20.2.2 Review and Release: The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

20.3 Uniforms and Protective Clothing:

All 492-M members shall receive a clothing allowance in the amount of four hundred twenty- five dollars (\$425) yearly on their anniversary date.

20.4 Personal Property:

Employer will repair or replace personal property if damaged in an accident not to exceed actual cash value of such property that is damaged or destroyed in the line of duty or taken as evidence. Nothing in this section is meant for the Employers to repair or replace damaged or destroyed property if the payment can be secured by the Court.

20.5 Mileage:

The County agree to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions.

20.6 In-House Services:

All County departments which provide services for other departments shall be afforded an opportunity to bid on the requested job and/or service prior to an outside bid being considered. The County and the Union recognize that contracting out bargaining unit work is negotiable.

20.7 Training:

Employer will use its best efforts to assist members with training and education that is directly related to skills and that benefit the organization. This may include in-house training and paid time off to attend training. A members participation in training and educational classes requires Employer preapproval.

20.9 Nothing in this agreement or any supplemental agreement shall be construed to diminish the County's right to have non-represented employees or supervisors from performing bargaining unit work for the purpose of instruction, experimentation, correcting work difficulties, relieving employees for short periods of time, emergency situations, or in the interest of productivity, efficiency, and quality. The County will not, however, use non-bargaining unit employees to replace unit employees.

ARTICLE 21- INFORMATION REQUESTS

The Employer agrees to provide the Union, upon written request by the Union Staff Representative or Local President, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance and costs associated with the request.

ARTICLE 22 - LOCKOUTS AND STRIKES

22.1 Lockouts: No lockouts of employees shall be instituted by the Employers during the term of this Agreement.

22.2 Strikes: No strikes, slow down or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE 23 - AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Working Agreement:

- 23.1** The County's principle authorized representative shall be the Human Resource Employee & Labor Relations Manager or his/her duly authorized representative (Address: 824 North Adams Street, Spokane, WA 99260, Telephone: (509) 477-2880) except where a particular County representative is specifically designated by the HR Director or the Employee & Labor Relations Manager in connection with the performance of a specified function or obligation set forth herein.
- 23.2** The Union's authorized representative(s) shall be the Staff Representative(s) or his/her duly authorized representative of the Washington State Council of County and City Employees, AFSCME, AFL-CIO (Address: 1105 W. Francis Ave., Suite C, Spokane, WA 99205, Telephone: (509) 328-2830).

ARTICLE 24 - SAVINGS CLAUSE

- 24.1** Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portions thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof. Supplemental Agreements modifying provisions of this Agreement shall be attached to the Master Contract.

ARTICLE 25 - 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. Agreements thus completed will be signed by the responsible Union and County officials. Agreements thus executed shall become a part of this Contract. All side agreements will be coordinated through the authorized Representative of the County and Council #2 as designated in Article #24, the Detention Services Director or his/her designee, and the Local President, to ensure consistency and continuity.

ARTICLE 26 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES

- 26.1** **Effective Date:** The term of this Agreement shall be January 1, 2021 through June 30, 2025. Unless specified otherwise, the terms of this Agreement shall become effective on the day both parties ratify.
- 26.2** The parties agree that they will begin interest based bargaining/negotiations at least four (4) months prior to the termination of the Agreement and will meet and negotiate from time to time within the four (4) month period immediately preceding the termination

date of this collective bargaining Agreement for a succeeding period.

WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY AND

LOCAL 492-M, AFL-CIO

AFFILIATED WITH THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES AND COUNCIL #2 AFL-CIO

January 1, 2021 through June 30, 2025

IN WITNESS WHEREOF: The parties hereto have set their hand this _____ day of
_____, 20__.

FOR THE UNION:

PRESIDENT, LOCAL 492-M

COUNCIL 2, STAFF REPRESENTATIVE

FOR THE EMPLOYER:

AL FRENCH, COMMISSIONER

JOSH KERNS, COMMISSIONER

MARY L. KUNEY, COMMISSIONER

ASHLEY CAMERON,
Sr HR DIRECTOR

JOSHUA GROAT
EMPLOYEE & LABOR RELATIONS
MANAGER

APPENDIX "A" -WAGE TABLE

Classification	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Diversion Case Manager	Original	\$ 21.89	\$ 22.51	\$ 23.15	\$ 23.81	\$ 24.49	\$ 25.19	\$ 25.91	\$ 26.65	\$ 27.41	\$ 28.19	\$ 28.99	\$ 29.81	\$ 30.66
	Ratification	\$ 22.55	\$ 23.19	\$ 23.84	\$ 24.52	\$ 25.22	\$ 25.95	\$ 26.69	\$ 27.45	\$ 28.23	\$ 29.04	\$ 29.86	\$ 30.70	\$ 31.58
	January 1, 2023	\$ 23.22	\$ 23.88	\$ 24.56	\$ 25.26	\$ 25.98	\$ 26.72	\$ 27.49	\$ 28.27	\$ 29.08	\$ 29.91	\$ 30.76	\$ 31.63	\$ 32.53
	January 1, 2024	\$ 23.92	\$ 24.60	\$ 25.30	\$ 26.02	\$ 26.76	\$ 27.53	\$ 28.31	\$ 29.12	\$ 29.95	\$ 30.80	\$ 31.68	\$ 32.57	\$ 33.50
	January 1, 2025	\$ 24.28	\$ 24.97	\$ 25.68	\$ 26.41	\$ 27.16	\$ 27.94	\$ 28.74	\$ 29.56	\$ 30.40	\$ 31.27	\$ 32.15	\$ 33.06	\$ 34.01
Mental Health Professional	Original	\$ 27.70	\$ 28.49	\$ 29.30	\$ 30.13	\$ 30.99	\$ 31.87	\$ 32.78	\$ 33.71	\$ 34.67	\$ 35.65	\$ 36.66	\$ 37.70	\$ 38.77
	Ratification	\$ 28.53	\$ 29.34	\$ 30.18	\$ 31.03	\$ 31.92	\$ 32.83	\$ 33.76	\$ 34.72	\$ 35.71	\$ 36.72	\$ 37.76	\$ 38.83	\$ 39.93
	January 1, 2023	\$ 29.39	\$ 30.23	\$ 31.08	\$ 31.96	\$ 32.88	\$ 33.81	\$ 34.78	\$ 35.76	\$ 36.78	\$ 37.82	\$ 38.89	\$ 40.00	\$ 41.13
	January 1, 2024	\$ 30.27	\$ 31.13	\$ 32.02	\$ 32.92	\$ 33.86	\$ 34.83	\$ 35.82	\$ 36.84	\$ 37.88	\$ 38.96	\$ 40.06	\$ 41.20	\$ 42.37
	January 1, 2025	\$ 30.72	\$ 31.60	\$ 32.50	\$ 33.42	\$ 34.37	\$ 35.35	\$ 36.36	\$ 37.39	\$ 38.45	\$ 39.54	\$ 40.66	\$ 41.81	\$ 43.00

APPENDIX B – NORMAL (LAG) PAY

The employees shall be paid in accordance with the County's payroll schedule. The County will implement a County wide lag pay system no earlier than January 1, 2023. A six (6) month notice will be provided to the bargaining unit prior to implementation.

Examples of how lag pay may be implemented:

- 1) Semi-Monthly: Hours worked from the 1st through the 15th of the month will be paid on the 22nd of the month. Hours worked from the 16th through the end of the month will be paid on the 7th of the following month.
- 2) Bi-Weekly: Employees will be paid bi-weekly on every other Friday. Pay periods will always be a 14-day period. The number of yearly pay periods will be changed from 24 pays to 26 pays.

In recognition that this change could have an impact on employees, options that may be offered to the employees to bridge this delay ~~will be~~:

- The ability to do a one-time cash out of accrued Vacation/PTO or Comp time up to forty (40) hours.
- Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
- If any other options are developed at the time of implementation, the options will be offered to the members of this bargaining unit.

If there is a delay or change in the implementation for this bargaining unit, at least 60 days notice will be given.

APPENDIX C – LUMP SUM PAYMENT

The County and the Union agree that if the tentative agreement is ratified prior on the first attempt, all active member of the Union will receive a one-time, lump sum payment of \$500.00, less any regular deductions and taxes, on the first pay check following final Board of County Commissioners Approval.