

WORKING AGREEMENT

BETWEEN

SPOKANE COUNTY

AND

**LOCAL 1553-S, OF THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES – COUNCIL 2,
AFFILIATED WITH THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

January 1, 2021, through December 31, 2024

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PREAMBLE

This Agreement is made and entered into by and between Spokane County, referred to as the Employer and Local 1553-S of the Washington State Council of County and City Employees – Council 2, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union, including those items specifically identified in the individual supplements to this Agreement.

For purposes of this Agreement, members of Local 1553-S who are employed by the Spokane County District Court are employees of Spokane County for purposes of wages and benefits directly related to wages only. For purposes of non-wage related matters, the Spokane County District Court are the employers of said employees and such matters are not governed by the terms of this Agreement.

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 of all County Departments and offices;
- 1.9** To provide a prompt, orderly and consistent method for handling and processing grievances; and 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 AND BARGAINING UNITS

4.1 Local 1553-S:

The Employer recognizes Local 1553-S 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 sole and exclusive bargaining representative of the regular supervisory employees in classifications listed in Appendix #1 to the Agreement, in the Departments of Assessor, Auditor, Treasurer, Clerk, Purchasing, Information Systems, Building Code Enforcement, Planning, Facilities Maintenance, Juvenile Court Services, Detention Services, Sheriff's Office, and Prosecuting Attorney except those who are working in a classification where another bargaining agent has been certified as the bargaining representative. For District Court, see the Preamble.

4.1.1 Elected officials, Department Heads, confidential employees and all other non-supervisory employees of Spokane County shall be excluded.

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.

Further the County recognizes the provisions and requirements of RCW 41.56 concerning wages, hours, and working conditions. It is the right of Council 2 to represent one or all of its members concerning all contract issues and disputes. The County and its Administrators agree not to interfere with the right of its employees to become members of Council 2. The County also agrees not to discriminate, interfere, coerce or threaten in any manner any of Council 2's membership or representatives because of their affiliation or activity with this organization.

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

If the Employer is provided a written Authorization for Payroll Deduction and Representation form by the employee, the Employer shall provide to the Union, a copy of

the authorization via email that shall be sent to C2everett@council2.com within ten (10) calendar days of receiving the authorization.

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

Union payroll authorization forms are valid whether paper or electronic and the Employer and the Union shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation forms in secure locations that are available 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 form. If the Employer determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

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

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

5.3 New Hire Orientation:

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. At least two (2) working days prior to the orientation of the new employee the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes, to meet with the new employee(s) at the conclusion of the orientation presentation or if they so choose, at a time that is mutually agreeable between the Union and the Department, to provide each new employee a basic overview

of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

5.4 Union Indemnity:

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

5.5 The Employer shall deduct any Union membership initiation fees, and, once each month, dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Washington State Council of County and City Employees, and a copy sent to the Local Treasurer, after such deductions have been made.

5.6 Definitions:

5.6.1 Regular Employee: An employee who has successfully completed their new hire probationary period.

5.6.2 Full Time Employee: A regular employee who regularly works a minimum of 37.50 hours per week on a continuing basis.

5.6.3 Percentage Employee: A regular employee who works less than 37.50 hours on a continuing 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.

6.1.1 Regular supervisory personnel shall be differentiated from line employees by the following responsibilities:

- A. To hire and promote or to effectively recommend such action.
- B. To discipline or effectively recommend such action.
- C. To handle or receive grievances at the immediate supervisors' step.
- D. To assign, schedule and review work.

- E. To authorize leave.
- F. To train.
- G. To evaluate subordinates.

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 Management Rights

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute and collectively bargained under the authority of RCW 41.56, 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;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies in accordance with Article 13, Section 13.3;
- E. Determine the Employer's mission and strategic plans;
- F. Establish work schedules and starting times;
- G. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- H. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- I. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees, in accordance with this agreement and supplemental agreements;
- J. Determine, prioritize and assign work to be performed in accordance with Article 14;
- K. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime in accordance with Article 15;
- L. Determine training needs and methods of training;
- M. Determine training needs, methods of training and employees to be trained;

- N. Determine the reasons for and methods by which employees will be laid-off in accordance with Article 20; and
- O. Suspend, demote, discharge, and/or take other disciplinary actions in accordance with this agreement and Article 17.

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 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 members from the 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.

ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS

7.1 Notice and Authorization of Union Representatives:

The Union agrees to provide an updated list to elected officials, Department heads 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 work place of 15 minutes or more 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 work place.
- 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 advance

notification to and reasonable coordination with 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 who are testifying or about to testify at the PERC hearing.

7.2.3.3 Attend Labor/Management meetings.

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 in any calendar year to attend or represent the Union at Union functions.

7.3.1 To ensure adequate staffing, no more than one (1) Local 1553-S employee in a work unit will participate in a Union function at one time. A “work unit” shall be defined as a group of employees who answer to a common supervisor.

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 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 Day)
Christmas Day	(December 25)

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. 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 employee is requested to work on the one-time, non-recurring holiday, they will receive the holiday pay at straight time plus PTO to be used at a later date for all hours actually worked on the one-time, non-recurring holiday

8.3 Eligibility and Pay:

Employees shall be eligible for holiday pay under the following conditions:

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 If a holiday is observed on an employee’s scheduled day off upon mutual agreement between the employee and employer he/she shall be paid for the un-worked holiday or be given the preceding or following workday off.

- 8.3.4 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.
- 8.3.4.1 Shift employees who are not scheduled to work a holiday shall receive their regularly scheduled hours of pay for that holiday.
- 8.3.5 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.
- 8.3.5.1 Holidays falling on a Saturday or Sunday shall be observed by shift employees on that Saturday or Sunday.
- 8.3.6 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.
- 8.3.6.1 One and one-half (1½) times his/her regular rate of pay for all hours within his/her regular work day.
- 8.3.6.2 Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

ARTICLE 9 – PAID TIME OFF (PTO)

9.1 PTO Uses:

1. PTO may be used for scheduled or unscheduled absences. Scheduled absences require approval from a supervisor prior to utilization of PTO. Unscheduled absences require that the employee adhere to appropriate notification requirements.
 - a) Scheduled absences (for example: preventative care medical/dental appointments, family functions, recreational activities/vacations) require prior written approval. Scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor's discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come, first considered basis. For those departments that follow an annual bidding process, department seniority shall prevail.
 - b) Unscheduled absences (for example emergencies or calling in before a scheduled shift due to an illness or injury of the employee or an immediate family member). The employee must notify his/her Department

Head/Elected Official (or designee) as soon as reasonably possible, in accordance with department notification procedures.

2. Employees may use PTO for domestic violence, sexual assault or stalking incidents, including:
 - a) Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
 - b) Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking or attending health care treatment for a victim who is the employee's family member.
 - c) Obtaining, or assisting the employee's family member(s) in obtaining services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
 - d) To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
 - e) Participating, for the employee or the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
3. PTO may be used due to a closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed prescription drug that impairs job performance or safety.

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A. Accrual Rates:

1) Accrual of PTO hours are at the following rates:

Years of Service	7.5-hour Rate		8-hour Rate		7.5-hour PTO	8-hour PTO
	Per Month	Per Year	Per Month	Per Year	Max Hours Annual Rollover	Max Hours Annual Rollover
Less than 1 Year	13.125	157.50	14.00	168.00	315.00	336.00
1 year but less than 2	13.50	162.00	14.40	172.80	324.00	345.60
2 years but less than 3	13.875	166.50	14.80	177.60	333.00	355.20
3 years but less than 4	14.25	171.00	15.20	182.40	342.00	364.80
4 years but less than 5	14.625	175.50	15.60	187.20	351.00	374.40
5 years but less than 10	15.00	180.00	16.00	192.00	360.00	384.00
10 years but less than 15	16.875	202.50	18.00	216.00	405.00	432.00
15 years but less than 20	18.75	225.00	20.00	240.00	450.00	480.00
20 years but less than 25	20.625	247.50	22.00	264.00	495.00	528.00
25 years or more	22.50	270.00	24.00	288.00	540.00	576.00

- 2) Employees must be in paid status for any portion of their scheduled work days during the month to earn credit for PTO time.
- 3) Percentage employees will accrue PTO hours on a pro-rated basis.
- 4) Accrual rates are based on the following:
 - a. Current vacation accrual rates.
 - b. 60 hours (for 7.5-hour shift)/64 hours (for 8 hour shift) of sick leave per year.
 - c. One personal holiday (7.5/8.0 hours) or as designated in the current bargaining contract.

B. Requesting PTO Time:

- 1) Employees can use PTO as it is earned.
- 2) PTO time can be taken in no less than ¼ hour increments.
- 3) There are limited situations in which PTO may not be approved, including:
 - a. Zero-balance account: When PTO and CAT accounts are depleted (CAT account is considered depleted for this purpose if the CAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless

stale discipline, utilization of other benefits/programs as identified in section H (Other Benefits/Programs) or other mitigating circumstances.

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

C. Maximum Annual Rollover:

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

D. CAT (Catastrophic) Account:

- 1) Employees who have a balance in their CAT account will have the option of using CAT hours in lieu of PTO hours for a serious illness or injury of the employee or the employee's immediate family member, requiring an absence of more than five (5) working days.
- 2) Employees must first use a minimum of five (5) working days of PTO per condition before accessing their CAT account. The five (5) working days are not required to be consecutive.
- 3) The CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again, except:
 - The CAT account may be used for an L & I covered illness, and "bought back" if specific requirements are met. See section H Other Benefits/Programs, item 4.
- 4) Employees who have an illness or injury requiring them to be absent for longer than three (3) working days per condition, should contact Human Resources to discuss FMLA or other benefits/conditions that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

E. Annual PTO Cash Out/Incentives

- 1) Employees must have five (5) years of continuous service in a benefited position with Spokane County before they request a cash out.
- 2) Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 150 hours (for 7.5-hour shift) or 160 hours (for 8-hour shift).
- 3) Cash out can only occur between May 1st and September 15th each year.
- 4) Employees with direct compensation (wages, longevity, cell phone or other additional wage items) equal to or more than the current Social Security Old-Age,

Survivors, and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form (cash or deferred compensation). This annual limit is updated yearly by the Social Security Administration and is referenced at <http://www.socialsecurity.gov/OACT/COLA/cbb.html>

- 5) Employees who take 75 hours (for 7.5-hour shift) or 80 hours (for 8-hour shift) of PTO in the prior 12 calendar months may cash out up to 75 hours (for 7.5-hour shift) or up to 80 hours (for 8-hour shift) per calendar year.
- 6) Employees may select their cash out in one of the two following methods:
 - a. Additional cash included in their paycheck.
 - b. Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.
- 7) Requests to cash out must be submitted in writing by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.

F. Separation from Service

- 1) Upon separation from service for any reason employees will be cashed out at one hundred percent (100%) of their PTO balance, to a maximum of the annual rollover amount (will vary depending upon each employee's years of service and respective accrual rates at the time of separation).
- 2) Upon separation from service for any reason, only employees 55 years of age or older with 15 years or more of continuous service with Spokane County will be cashed out at 25% of their CAT balance to a VEBA.
- 3) Any gaps in service will be treated as follows: If an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if 25% of CAT has not been paid out, the CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a *recall /rehire from layoff* if prior service was at least five years and the recall/rehire was within three years of separation. All time in an unpaid status will reduce years of service. If separation from County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation. Because an employee's PTO balance is cashed out upon separation from employment, there are no leave hours, aside from a CAT account balance (if applicable), to reinstate upon rehire.

G. Other Benefits/Programs:

- 1) Employees on the PTO Plan are not eligible to receive or donate time to Shared Leave.
- 2) Short Term Disability (STD):

- STD has a benefit waiting period of 60 calendar days from the date of the disability. STD benefits end when Long Term Disability (LTD) benefits begin.
 - STD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become disabled and provide a monthly STD income payment. Payroll related taxes and other benefit contributions (i.e., medical, dental, life insurance, retirement) are not deducted from the monthly STD income payment.
 - For complete STD plan information and requirements, contact Human Resources.
- 3) Long Term Disability (LTD):
- LTD has a benefit waiting period of 180 calendar days from the date of the disability.
 - LTD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become disabled and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e., medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment.
 - For complete LTD plan information and requirements, contact Human Resources.
- 4) Labor and Industries (L & I) Leaves:
- a. Employees will have the option of using CAT, PTO or leave without pay for approved L&I leaves.
 - b. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with Workman's Comp statutes and County policy. If no CAT hours are available, PTO time or leave without pay may be used.
 - c. Employees must authorize in writing of their desire to use CAT and/or PTO time as a buy-back option versus straight time-loss option.
 - d. Monthly income payment is determined by L & I. Contact the Risk Management Department for information and requirements.
- 5) Family and Medical Leave Act (FMLA):
- a. Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/ conditions (including the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

H. Conversion From Current Plan to PTO:

- 1) Conversion will occur as negotiated and adopted by the Board of County Commissioners.
- 2) Vacation hours will be converted hour for hour.

- 3) Sick leave from an employee's current balance will be credited up to 60 hours (for 37.5 hours per week) / 64 hours (for 40 hours per week) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.
- 4) If the combination of vacation, personal days and 60/64 hours of sick leave exceeds the PTO rollover cap, excess PTO will be cashed out down to the cap.

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

- 1) A change in position may require an employee to convert from the PTO plan, back to the sick leave/vacation leave/personal holiday schedule.
- 2) Conversion back to the sick leave/vacation leave/personal holiday schedule will occur as follows:
 - a. The balance of the CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start with a zero sick leave balance.
 - b. All PTO hours will be converted to vacation.
 - c. Personal Holiday hours will be added at the beginning of the next calendar year.
 - d. If vacation hours, after conversion, exceeds the maximum vacation accrual rate for the employee, the excess vacation will be cashed out down to the maximum.

J. Retaliation:

An employer may not discriminate or retaliate against an employee for the lawful use of PTO as it relates to paid sick leave rights.

ARTICLE – 10 – BEREAVEMENT LEAVE

10.1 Bereavement Leave:

Bereavement leave entitles a member up to three (3) working days off with pay, not chargeable to PTO leave balance if member suffers a death of a member of his/her immediate family as defined below.

Bereavement leave entitles a member up to ten (10) working days off with pay, not chargeable to PTO/CAT leave balances if the member suffers a death of a spouse or child.

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 one way 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 or PTO.

10.2 Immediate Family:

In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted PTO/CAT leave with pay. The immediate family shall be defined as : Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

ARTICLE 11 - INSURANCE BENEFITS

11.1 Medical Insurance

11.1.1 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 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 (DMO) plan.

The Employees' monthly premium share towards for 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(ren)	10%
Employee & Spouse	10%
Full Family	10%

11.1.2 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.

11.1.3 For clarification purposes this premium share formula is applied to both Dental plans.

11.1.4 No provision for retiree medical and no double coverage.

11.1.5 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

11.1.6 The employer agrees to maintain current deductible amounts of \$200.00 (HMO) and \$500.00 (PPO) for plan year 2023. In plan year 2024, the employer agrees that

it will not increase the deductibles by more than 25% over the current deductible amounts.

11.1.7 During the term of this Agreement, the County may add a new/alternative medical plan (i.e., a High Deductible plan) in addition to the PPO and HMO plans.

11.2 Eligibility:

11.2.1 No double coverage (applies to Medical, Dental and Vision) 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.

11.2.2 New employees are eligible for medical, vision and dental benefits on the first day following the month of hire, if their first day of employment is on or before the 15th of the month. New employees must wait an additional month if their first day of employment is the 16th of the month or after.

11.2.3 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

11.2.4 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.

11.3 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.

11.4 Insurance Extension:

Any employee eligible for PTO/CAT 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 PTO/CAT leave benefits, continue to be provided the County contribution toward group insurance benefits. Employees can only utilize this

benefit once and typically is granted when an employee is not expected to return to work due to a health condition.

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

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

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

11.6 WA CARES Fund – 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.

11.7 Washington State Paid Family and Medical Leave Benefit / Insurance Program:

Effective January 1, 2019 the Washington State Legislature put in place a mechanism to begin to collect revenue for a new State Paid Family and Medical Leave Benefit / Insurance Program for employees with benefits to commence effective January 1, 2020. The premium payment of 0.40% of the employee's wage (up to the Social Security cap) is to be assessed for each employee in the Local commencing January 1, 2020; and, of this 0.40% premium payment to the State, the employee is required to pay 63% and the County is required to pay 37% of this total premium per pay period.

Effective January 1, 2022 the employee is required to pay 73% and the County is required to pay 27% of this total 0.60% premium per pay period (this rate is determined and subject to change by the State).

ARTICLE 12 - HOURS OF WORK

All items contained in this Article shall apply unless specifically addressed in individual supplements.

12.1 Regular Hours:

12.1.1 The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

12.1.2 All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift.

12.1.3 The normal work week shall consist of no more than five (5) consecutive days followed by no less than two (2) days of rest, unless by mutual consent between the employee and the employee's Elected Official/Department Head or designee.

12.1.3.1 Shifts shall be bid on the basis of seniority and may not be changed during the markup except by mutual agreement by the Union and the County. Employees may voluntarily trade shifts with the approval of Management.

12.1.3.2 Supervisors may be reassigned from their bid shift and/or days off for a maximum of thirty (30) calendar days. Such reassignment shall be for training or special projects and may include changes in shifts for familiarization. Supervisors will be given a thirty (30) calendar day notice of a change of shift or days off except in emergencies.

Management will consider the employees' non-work obligations such as school, health care, day care and civic duties before reassigning them.

12.1.3.3 Juvenile Detention Shift Supervisors work shifts shall be bid every four (4) months for markups beginning in January, May and September beginning the first Monday of the month (**Work Week A**). Employees whose work shift is extended or reduced due to daylight savings time shall be paid for the actual hours worked. In the case of an hour reduction the employee will be allowed to add another hour to that shift to match the number of hours scheduled.

12.1.3.4 All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing alternative shifts, work days and hours shall be posted on all

Department bulletin boards. Except for emergency situations, work schedules will not be changed without giving the Union and the employee ten (10) working days advance notice. When the Employer has a need to change work schedules within the Department, the Department shall notify the Union of the proposed schedule change. Alternative work hours and/or work shifts other than the following 5/37.50, 5/40, a 7-day 37.50/40 hour flexible work week, 9/75, 9/80 or 4/10, the Department shall notify the bargaining unit of these alternative work schedules and negotiate the effects of the proposed changes.

12.1.4 Working through a rest or meal break must be authorized by a supervisor in writing.

12.2 Alternative Work Hours or Shifts:

12.2.1 The Employer may establish a work week other than five (5) seven and one-half (7-1/2) or eight (8) hour days or shift work within a Department. The Department shall notify the bargaining unit to negotiate the effects of the changes.

12.2.2 Alternative work hours and/or work shifts other than the following 5/37.50, 5/40, a 7-day 37.50/40 hour flexible work week, 9/75, 9/80 or 4/10, the Department shall notify the bargaining unit of these alternative work schedules and negotiate the effects of the proposed changes.

12.2.3 Employees on alternative work schedules whose regular work day differs from the regular 7.50 or 8.00 hours a day work schedule, shall have their holidays paid for as the number of hours in their actual scheduled work day.

12.3 Paid Leave:

All paid leave shall be considered as hours worked.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Eligibility, Application, and Authorization:

13.1.1 Employees shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked. Eligibility time period may vary per each local's supplemental.

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, etc.

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.

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 Employer agrees 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 CAT leave, PTO 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 accrued PTO and/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 in their defined work week.

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.

ARTICLE 14 – CLASSIFICATION/RECLASSIFICATION

14.1 Positions and Classification Specifications:

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

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

14.1.3 If the County creates a new classification or makes updates to a classification specification, the County will provide the Union fifteen (15) working days notice prior to the implementation of the new or revised specification. The Union will have fifteen (15) working days from receipt of the notice and copy of the new or revised classification to discuss the changes and during this time period, if applicable, the Union must request to officially bargain the impacts to the existing classification and/or employee(s). The parties may extend the time frames by mutual agreement.

14.2 Reclassifications:

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

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

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

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

14.3 Wage/Range Adjustments for Existing Classifications:

In the event the County conducts a job analysis and/or wage study during the term of this agreement that causes a Local 1553-S covered classification's wage range to change, the County will share the analysis and/or wage study data and notify the Union fifteen (15) working days prior to implementation. During this time period, the Union must request to bargain the impacts of the change. The parties may extend the time frames by mutual agreement.

14.4 Administration of Rates of Pay:

Administration of rates of pay shall be as follows:

No employee shall be paid at an hourly rate of pay less than the minimum nor more than the maximum pay range established for his/her job classification as set forth in the pay plan (See Appendix #3).

14.5 Starting Rate Upon Initial Employment:

14.5.1 New employees to Spokane County shall be appointed at a step within the pay range in effect for the particular classification or position to which the appointment is

made as long as the hiring department's budget support the advanced step placement(s).

14.5.2 The Union shall be notified of such advance step placement.

Advance step placements of new hires may surpass any current employee's step placement in the same department and same job classification. However, if the advance step placement of a new hire should surpass a current employee in the same department and classification specification, that employee will immediately be evaluated by Human Resources to determine if their current step placement may also be adjusted upward due to the advance step placement of a new hire so long as the department budget supports all of the advanced step placements of the current and the new hire employee(s).

14.6 Pay Rate Upon Promotion: A current regular employee who is promoted shall be paid at the step in the new range which represents at least a 5.0% step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new range, whichever is greater, provided that such increase does not exceed the maximum step of the new range. An advance step placement may be requested by the department. If an advance step is requested, the process outlined in 14.5.2 will be followed.

If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a step increase as outlined in Article 15.10.

14.7 Pay Rate Upon Reclassification:

14.7.1 Reclassification to a higher paying classification:

If an individual position is reclassified with an incumbent employee in the classification and there is no competitive recruitment process, the employee shall be paid at the step in the new range which represents at least a 5.0% increase over the rate of pay received immediately prior to the reclassification or at the minimum step of the new range, whichever is greater. The resulting increase cannot exceed the maximum step of the new range.

14.7.2 Reclassification to a lower paying classification:

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

14.8 Pay Rate Upon Wage/Range Adjustments: Classifications which are adjusted to a higher salary range shall have those affected retain their individual step to a maximum of ten percent (10%).

14.9 Pay Rate Upon Demotion or Reduction:

14.9.1 An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate.

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

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

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

ARTICLE 15 – WAGES

15.1 Compensation:

- a. Effective July 16, 2022:
 - 1. Move all employees to the classification study at the step closest to their current base hourly rate and is not a decrease in their base pay.
 - 2. The scales will be adjusted upwards by 3%.
 - 3. All employees who are at step #12 or below will be advanced 1 step.
- b. Effective January 1, 2023 all scales will be adjusted upward 3%.
- c. Effective January 1, 2024 all scales will be adjusted upward 3%.

15.2 New Position: When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or the PERC has determined is a bargaining unit position, the County may designate a job classification and pay rate for the position and will notify the Union in writing of the newly created position. Upon notification the Union shall have fifteen (15) working days to negotiate a change in classification and/or rate.

In the event the Union still does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

15.3 Out of Class Pay: When an employee performs work in a classification above that in which the employee is normally classified, the employee shall be paid in the first step that would give him/her an increase in the classification working in.

15.4 Pay Period: The employees shall be paid in accordance with the County's payroll schedule.

15.5 Shift Differential: See Supplemental Agreements.

15.6 Reporting Time and Call Back Pay:

15.6.1 Any employee who is scheduled for work on their regular scheduled shift who reports for work but where work is not available or made available for them, may, with the Employer's approval, be excused from duty and paid at their regular rate of pay for their regular scheduled shift.

15.6.2 Any employee called to work outside their regular shift shall be paid a minimum of four (4) hours straight time or the rate of time and one-half (1 1/2) their regular rate for all hours worked, whichever is greater. Actual time worked will include credit for time spent from the time he/she leaves their regularly assigned work location until he/she returns to it.

15.7 Overtime:

All employees who meet FLSA standards and the State of Washington required salary threshold will be defined as overtime exempt (See Appendix #4) and will not be eligible to earn overtime. All other employee who do not meet either of these definitions, will be eligible to earn overtime as outlined below:

15.7.1 All overtime worked must be authorized and approved.

15.7.2 Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

15.7.3 All work performed in excess of his/her regular scheduled workday, unless mutual agreement for a schedule variation is made and documented between the employee and the department to vary their hours during the defined work week.

15.7.4 All work performed in excess of thirty-seven and one-half (37 1/2) or forty (40) hours in any workweek.

15.7.5 All work performed on any of the paid holidays set forth in Article #8, Section 8.1.

15.7.6 All work performed before or after any scheduled work shifts at the request of the Employers.

15.7.7 Unless a mutual agreement was made and documented between the employee and the department to vary an employee's hours, all work performed on a day of rest and/or on an approved PTO day off.

15.8 Comp. Time:

15.8.1 Compensatory Time:

- A. With prior approval from their Supervisor, employees can adjust their schedules each day if necessary to prevent creating overtime or comp time.
- B. Employees must receive prior written approval from their Supervisor before they work hours in addition to their normal schedule, unless their attendance is required in Court or an essential personnel emergency situation.
- C. By mutual agreement, overtime work may be compensated by compensatory time off at the rate of time and one half (1 1/2), subject to the following restrictions:
 - 1. Compensatory time when earned shall be placed in the employee's comp. time bank at the rate of 1.5x hours for every hour worked. For example: If an employee works two (2) hours of overtime, three (3) hours of comp. time will be added to the employee's comp. time bank. Compensatory time off shall be used within six (6) month of the time it was earned. If compensatory time off has not been used within six (6) months, it shall be paid at the employee's current hourly rate of pay.
 - 2. No employee shall have more than thirty-seven and one half (37.50 or forty (40) hours, of compensatory time on the books. Compensatory time off may be taken at times mutually agreeable between the Employer and the employee.
 - 3. Compensatory time may be used only when replacement is not required and will not create an additional expense for the Department.
 - 4. If an employee frequently requests compensatory time or overtime, their schedule will be reviewed and a flex schedule should be considered by both the employee and the Department.

15.9 Longevity:

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

15.10 Step Increase Process:

Upon ratification of this agreement, the next step date for all newly hired, promoted, and/or demoted employees, their step increase date will be changed to January 1 with the employee being eligible for a 2 step increase each year in January until they reach the top step of their salary range.

For all employees not at the top step of their salary range, their next step increase date will be changed to January 1, 2023; and, employees will receive a 2 step increase in January with their subsequent step increases (of 2 step increments) being on an annual basis each January 1 thereafter until the top step is achieved.

15.11 Methods of Salary and Wage Payment:

Employees will be enrolled in 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:
 - The first paycheck of a new hire for a permanent position;
 - The last paycheck coinciding with or following separation from employment;
 - 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.

ARTICLE 16 – SENIORITY

16.1 Definition:

Seniority shall be defined as follows:

- A. Total length of unbroken service within job classification.
- B. Total length of unbroken service within the Department/Division.
- C. Total length of unbroken service within the County.

16.2 Computing Seniority:

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

16.3 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. Inability to return to work after one (1) year of sick leave except for on-the-job injuries, which cases may be extended by mutual agreement of the parties.
- C. Failure to report to work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension.
- D. Layoffs exceeding an eighteen (18) month period.
- E. Failure, when on layoff, to report for work within two (2) weeks after notice has been given to the Shop Steward and the employee, shall constitute refusal of work.

16.4 Reclaiming Former Position:

Any employee returning to work after an authorized leave may claim their former position if it still exists and if their seniority within this classification is greater than an employee currently holding such classification within their Department.

If the position no longer exists or they do not have sufficient seniority to displace a current employee in that classification they may by first, Department seniority and second, by County seniority, claim an existing lower position within the Bargaining Unit for which they formerly held. Any current employee so displaced shall have similar rights to claim a lower existing position within the Bargaining Unit by seniority for which they formerly held.

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 for the basis of 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:

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).

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).

17.2.5 Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and the County.

17.3 Any disciplinary action or measure may be grieved through regular procedures. The appeal of an oral reprimand is limited to an appeal to the Senior HR Director or their designee. The decision of the Senior HR Director or their designee shall be final and binding. The decision is not appealable.

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. The Seven Steps of Just Cause Discipline are attached to this agreement as Appendix #2.

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.

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. Grievances will be submitted to the Employees immediate supervisor with a copy to Labor Relations. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form.

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.

18.1.3 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) work days 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 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 employers 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 employee's Elected Official/Department Head or his/her designee. The Elected Official/Department Head 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 Elected Official/Department Head 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 Elected Official/Department Head or his/her designee's decision, to the Senior HR Director or their designee. Within five (5) working days of receipt of the complaint, the Senior HR Director or their designee will set a date to hear the complaint. The Senior HR Director or their designee shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

18.3.3 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 HR 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.

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 Representative.

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 - PROMOTIONS/VACANCIES/REASSIGNMENTS/
LATERAL TRANSFERS/NEW OPENINGS/DEMOTIONS/
REVIEW (PROBATIONARY) PERIOD**

19.1 Definitions:

1. Promotions: When an employee moves into a job classification with a higher pay range.
2. Vacancy: When an existing position is not occupied.
3. Lateral Transfer: The movement of any regular County employee from one Department to another within the same job class specification.
4. Demotion: When an employee moves into a job classification (position) with a lower pay range.
5. New Position: A created position.
6. Review Period: When an employee is new to a position, from either promotion or hired from outside another regular County position. During such period, an employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employers following the completion of the review period shall become regular employees.
7. Reassignments: Movement of an employee from one assignment to another within the same class specification (job classification).

19.2 Review (Probationary) Period:

19.2.1 **New Hire Probation Period** shall be a period of twelve (12) months following their hire date. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

- a) During the new hire probation period an employee may be transferred, laid-off or terminated at the discretion of the Employer.
- b) Should an employee promote during their new hire probationary period, they shall remain on probation for the remainder of their new hire probationary period or six (6) months, whichever is longer.
- c) Employees who promote during their new hire probation period shall be eligible to revert back to their former position within sixty (60) if their former is still unfilled; and if mutually agreed to by their former Elected Official/Department Head or designee the employee at any time during their new hire probationary period may request to revert back to their former position if there is a vacancy.

19.2.2 **Promotional (Review) Probation Period** shall be a period of six (6) months following the effective date of their promotion. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

- a) During their promotional review period, employees shall be eligible to revert back to their former position within 30 calendar days (or up to 60 calendar days if their former position is still unfilled) by request of either the employee and/or their immediate supervisor; and, if mutually agreed to by their former Elected Official/Department Head or designee, the employee at any time during their promotional probation period may request to revert back to their former position if there is a vacancy.
- b) After the first 30 calendar days, during the promotional review period, an employee may be transferred, laid-off or terminated at the discretion of the Employer.

19.2.3 **Laterally Transfers:**

Qualified employees who are already a Supervisor laterally transferring from one Department to another, in the same job classification, may upon their request or their supervisor's request, return to their former position within thirty (30) calendar days or up to sixty (60) calendar days of the change of positions if their former position is still unfilled.

19.3 Promotions:

Promotions to a higher classification within the Bargaining Unit shall be based on ability, then seniority.

19.4 Demotions:

1. Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management.
2. Involuntary demotions will be made based on the staffing needs of the individual Department/Division and/or job performance of the individual employee. Such determination shall be supported by appropriate documentation by Management and is subject to the grievance process, except during the review period.
3. Employees involuntarily demoted from positions within the Bargaining Unit to positions outside the Bargaining Unit will be made as follows with base unit agreement:
 - a) If the demotion is the result of layoff and the employee formerly worked in the base unit when initially promoted to Supervisor, that employee may return to the base unit and retain all seniority accrued while working in the base unit. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
 - b) If the demotion is the result of a disciplinary measure and the employee formerly worked in the base unit, that employee will not be allowed to displace a base unit member. They will not add seniority accrued while working as Supervisor to the seniority accrued while working in the base unit. If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.
 - c) If the employee had no working experience in a base unit before being initially promoted to Supervisor, that employee may be placed in a base unit with no seniority, except County seniority if any. Time worked as a Supervisor will not be applied toward any base unit provisions.
 - d) If the base unit seniority is insufficient to secure a position in the base unit, they will be laid off in accordance with the terms of the layoff procedures of the base unit agreement, if any.

19.5 Filling Vacancies:

When a job vacancy within the Department occurs, that the employer deems necessary to be filled, a notice shall be posted concurrently in the base unit Department/Division where the opening exists and the Supervisor Bargaining Unit for a period of five (5) working days.

ARTICLE 20 - LAYOFFS

20.1 Layoffs:

In the event of a layoff for any reason, employees shall be laid off in inverse order of their seniority as follows:

1. Total unbroken length of service within the Department/Division; within job classification;
2. Total unbroken length of service in their Department/Division;
3. Total unbroken length of service with the County.

Employees being laid off shall be given written notice thirty (30) full calendar days, if possible, but no less than fourteen (14) calendar days prior to their layoff. No layoffs or reduction to lower classification shall be executed so long as there are temporary employees serving within the affected classification within the Department/Division.

Employees who were laid off or reduced in lieu of layoff shall have the first opportunity to fill vacancies in their former classification/Department/Division in accordance with the demotion provisions provided the employee had previously held the position. Seniority will apply in the same manner as if the layoff was a demotion.

Laid off or reduced employees shall be recalled in inverse order of their layoff or reduction in the following order:

1. Total unbroken length of service within the Department/Division; within job classification;
2. Total unbroken length of service in their Department/Division;
3. Total unbroken length of service with the County.

Recall rights under this paragraph shall be limited to eighteen (18) months from the date of layoff or reduction.

20.2 Bumping: See Supplemental Agreements.

ARTICLE 21 - GENERAL CONDITIONS

21.1 Work Rules:

The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules. The Union will have fifteen (15) working days from notification of the change to request a meeting to discuss the purpose and intent of the new or revised work rule or policy; and during this time period, if applicable, the Union must officially request to bargain the impacts. The parties may extend the time frame by mutual agreement.

21.2 Personnel Files:

21.2.1 Maintenance:

The employee's official personnel file shall be maintained and located at the Human Resources Department and one (1) at the individual Department. Those files shall contain employment-related documents. On request, employees may review their personnel files. Employees may receive one (1) copy per year of all documents in their personnel files.

21.2.2 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).

21.2.3 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 or like nature; and
 - 2. The employee submits a written request for its removal.

21.3 Information Requests:

The Employer agrees to provide the Union, upon written request, 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 possible costs associated with the request.

21.4 Dress Code:

Employees shall generally be allowed to choose their individual manner of dress: However, the Employers may require reasonable dress standards commensurate with the job.

21.5 Uniforms and Protective Clothing:

21.5.1 If any employee is required to wear an uniform, protective clothing or any type of protective device as a condition of employment such uniform, protective clothing or protective device shall be furnished, replaced as necessary and repaired by the Employer.

21.6 Personal Property:

21.6.1 The Employers will repair or replace clothing, eyeglasses and 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. 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.

21.7 Mileage:

The County agrees to furnish employees transportation necessary to perform their official duties. In the event County automobiles are not available, employees using their own automobiles shall be compensated in accordance with IRS provision for all business miles driven.

Please note: Section 21.7 is not applicable to Local 1553-S employees in the Assessor's office. Their mileage/auto reimbursement will be handled via a separate negotiated MOU.

21.8 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.

21.9 Reasonable Suspicion Substance Abuse Testing:

Reasonable suspicion testing for alcohol (Breath Alcohol Content – BAC), marijuana (THC) or controlled substances (Urine Analysis – UA, employee may request a blood test) may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana (THC) or controlled substance usage may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employee or another. The employee and Union representation shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

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

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

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 County's 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 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 or his/her duly authorized representative of the Washington State Council of County and City Employees (Address: 1105 W. Francis Ave., Suite C, Spokane, WA 99205, Telephone: (509) 328-2830).

ARTICLE 24 - SAVINGS CLAUSE

- 24.1** For the purposes of this Section, the Agreement shall consist of the Contract and Supplemental Agreements reached pursuant to this contract.
- 24.2** 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 this 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 and subject to all its provisions. All supplementals/side agreements will be coordinated through the authorized Representative of the County and the Union as designated in Article 23, the affected Department Head/Elected Official, 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 December 31, 2024. Unless specified otherwise, the terms of this Agreement shall become Effective on the day of signing.

AGREEMENT
Between
SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS;
SPOKANE COUNTY ASSESSOR; SPOKANE COUNTY AUDITOR;
SPOKANE COUNTY CLERK; SPOKANE COUNTY TREASURER; JUVENILE COURT
SERVICES, SPOKANE COUNTY PROSECUTOR; DETENTION SERVICES; and the
SHERIFF’S OFFICE
and
1553-S OF WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES – COUNCIL 2, AFSCME, AFL-CIO

Unless specified otherwise, the terms of this agreement shall become effective on the day of signing.

IN WITNESS THEREOF, the parties hereto have set their hands this
_____ day of _____, 2022.

FOR THE UNIONS:

FOR THE EMPLOYER:

Michelle Perrine
President Local 1553-S

Mary Kuney
Commissioner – Chair

Natalie Hilderbrand
Staff Representative

Al French
Commissioner – Vice Chair

Lyle Johnston
Secretary/Treasurer Local 1553-S

Josh Kerns
Commissioner

Human Resources:

Spokane County:

Ashley Cameron
Sr. HR Director

Ozzie Knezovich
Spokane County Sheriff

Joshua Groat, Employee &
Labor Relations Manager

Vicky M. Dalton
Spokane County Auditor

Timothy Fitzgerald
Spokane County Clerk

Tom Konis
Spokane County Assessor

Michael Baumgartner
Spokane County Treasurer

Larry Haskell
Spokane County Prosecutor

Tori Peterson
Juvenile Court Services Director

Michael Sparber
Sr. Director of Law & Justice

APPENDIX #1 – LOCAL 1553-S CLASSIFICATIONS:

New Title	New Grade
Accounting Supervisor	290
Appraisal Supervisor	290
Appraisal Supervisor, Assistant	240
Buyer 3	250
County Clerk Div Supervisor	240
Data Systems Supervisor	320
Detention Shift Supervisor	250
Election Services Supervisor Lead	230
Election/Voter Services Supervisor	170
Finance Manager 1	300
Finance Manager 2	330
Financial Services Supervisor	270
Fleet Manager	260
Food Manager	240
Forensic Unit Supervisor	280
Golf Course Superintendent, Assistant	220
Human Services Program Mgr	250
IT Supervisor	300
Juvenile Court Systems Manager	270
Juvenile Court Unit Supervisor	300
Maintenance Supervisor	240
Mental Health Manager	350
Nurse Manager – Juvenile	310
Office Manager	240
Planning Manager	290
Probation Counselor 2	240
Probation Officer 2	240
Property Records Supervisor	220
Recording Supervisor	190
Segregation & Mapping Supervisor	270
Telecommunication Specialist 2	270
Vehicle License Supervisor	220

APPENDIX #2 – THE SEVEN STEPS OF JUST CAUSE DISCIPLINE:

Reasonable Rule or Work Order. Is the rule or order reasonably related to the orderly, efficient, and safe operation of the business?

- Is the rule or instruction straightforward and stated in language that is easy to understand?
- Have you been consistent and unbiased in applying the rule or standard? Is it applied consistently throughout your department?
- What is your department's discipline record for violation of this rule or standard?

Notice. Did the employee receive adequate notice of the work rule or performance standard and the possible consequences of failure to comply?

- Is the violated work rule or performance standard published? Is it up to date and relevant to the business needs of your unit?
- How was the employee made aware of it (department orientation, bulletin board, desk manual, staff meeting notes, prior oral or written communication, employee's job description, written standards)?
- What evidence do you have that the employee is aware of it, and understands it (new employee orientation, signature on a routing slip, signoff page)?
- Have you reviewed the employee's personnel file?
- Has this issue been raised in performance appraisals or previous disciplinary actions? If so, how recently?
- Prior notice may not be necessary in cases of serious misconduct such as theft, insubordination, or job abandonment.

Sufficient Investigation. Did you conduct an investigation before making a decision about taking disciplinary action?

- Why do you suspect that a work rule violation or performance discrepancy occurred?
- Can the employee perform the task? Is there a history of successful performance, or could the employee need additional training?
- Are there witnesses other than you? List others who may have knowledge of the issue through involvement or as witnesses (supervisors, employees, clients).
- Interview them and take notes.
- Are there written records pertinent to the case in your department or elsewhere on campus? Should in-house records be secured under lock and key during the investigation?
- Are there written processes or procedures which have a bearing on the case? Is there equipment that should be examined by you or experts?
- Do you need to call Internal Audit or the Campus Police? If you suspect misappropriation of University resources, you should immediately contact Internal Audit and your E/LR Consultant. Your own investigation will proceed, but other offices may provide information which becomes part of your evidence.

Fair Investigation. Was your investigation fair and objective?

- How long ago did the alleged infraction occur? (Unnecessary delays may send a message that you don't consider the infraction to be serious.)
- If you think you already know what happened, have you looked only for evidence to support your theory?
- Should you conduct the investigation, or are you too close to what happened to be objective?
- Should the employee remain on the work site during the investigation? (Do you fear sabotage, or is the employee a threat to others?)
- Have you made every effort to reconcile conflicting statements or other conflicting evidence? Are you prepared to discard what you cannot validate?
- Have you given the employee a chance to appear (with a representative if applicable), to tell their side of the story and respond to the evidence you have gathered?

Proof. During your investigation, did you find proof of misconduct or of a performance discrepancy?

- What conclusions are clearly supported by the evidence you gathered?
- Remember that evidence must be truly substantial, not flimsy or slight, to form a basis for taking disciplinary action.

Equal Treatment. Have you dealt with your employees equally, without discrimination?

- Are work rules applied consistently?
- Are all employees held accountable for the performance standards established for their positions?
- Have similarly situated employees (similar records and infractions) received the same discipline?
- What is your department's record for taking disciplinary action for this type of infraction? What is the campus' record? (Explore this with your E/LR Consultant.)

Appropriate Discipline. How do you decide what's appropriate?

- Is the discipline you propose to take reasonably related to the seriousness of the problem? (Did the violation pose serious safety problems or create workflow disruptions for the department?)
- Is it reasonably related to the employee's record (length of service and overall performance)? Is this violation part of a pattern?
- Do you have the authorization to take this action, or should you have it reviewed by the next level of management?
- A minor infraction does not merit harsh discipline unless it is a repeat occurrence by the employee.
- Given the same violation for two or more employees, their respective records of service provide the only basis for administering different disciplinary actions without being subject to a charge of discrimination.
- What personnel program is the employee part of (Union contract, CCS)?
- Consult your E/LR Consultant.

APPENDIX #3- LOCAL 1553-S PAY SCALES:

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
100	Original	\$ 14.79	\$ 15.21	\$ 15.64	\$ 16.08	\$ 16.54	\$ 17.01	\$ 17.49	\$ 17.99	\$ 18.50	\$ 19.03	\$ 19.57	\$ 20.13	\$ 20.70
	Ratification	\$ 15.23	\$ 15.67	\$ 16.11	\$ 16.56	\$ 17.04	\$ 17.52	\$ 18.01	\$ 18.53	\$ 19.06	\$ 19.60	\$ 20.16	\$ 20.73	\$ 21.32
	January 1, 2023	\$ 15.69	\$ 16.14	\$ 16.59	\$ 17.06	\$ 17.55	\$ 18.05	\$ 18.56	\$ 19.09	\$ 19.63	\$ 20.19	\$ 20.76	\$ 21.36	\$ 21.96
	January 1, 2024	\$ 16.16	\$ 16.62	\$ 17.09	\$ 17.57	\$ 18.07	\$ 18.59	\$ 19.11	\$ 19.66	\$ 20.22	\$ 20.79	\$ 21.38	\$ 22.00	\$ 22.62

110	Original	\$ 15.38	\$ 15.82	\$ 16.27	\$ 16.73	\$ 17.21	\$ 17.70	\$ 18.20	\$ 18.72	\$ 19.25	\$ 19.80	\$ 20.36	\$ 20.94	\$ 21.53
	Ratification	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.23	\$ 17.73	\$ 18.23	\$ 18.75	\$ 19.28	\$ 19.83	\$ 20.39	\$ 20.97	\$ 21.57	\$ 22.18
	January 1, 2023	\$ 16.32	\$ 16.78	\$ 17.26	\$ 17.75	\$ 18.26	\$ 18.78	\$ 19.31	\$ 19.86	\$ 20.42	\$ 21.01	\$ 21.60	\$ 22.22	\$ 22.84
	January 1, 2024	\$ 16.81	\$ 17.29	\$ 17.78	\$ 18.28	\$ 18.81	\$ 19.34	\$ 19.89	\$ 20.46	\$ 21.03	\$ 21.64	\$ 22.25	\$ 22.88	\$ 23.53

120	Original	\$ 16.00	\$ 16.45	\$ 16.92	\$ 17.40	\$ 17.89	\$ 18.40	\$ 18.92	\$ 19.46	\$ 20.01	\$ 20.58	\$ 21.16	\$ 21.76	\$ 22.38
	Ratification	\$ 16.48	\$ 16.94	\$ 17.43	\$ 17.92	\$ 18.43	\$ 18.95	\$ 19.49	\$ 20.04	\$ 20.61	\$ 21.20	\$ 21.79	\$ 22.41	\$ 23.05
	January 1, 2023	\$ 16.97	\$ 17.45	\$ 17.95	\$ 18.46	\$ 18.98	\$ 19.52	\$ 20.07	\$ 20.65	\$ 21.23	\$ 21.83	\$ 22.45	\$ 23.09	\$ 23.74
	January 1, 2024	\$ 17.48	\$ 17.98	\$ 18.49	\$ 19.01	\$ 19.55	\$ 20.11	\$ 20.67	\$ 21.26	\$ 21.87	\$ 22.49	\$ 23.12	\$ 23.78	\$ 24.46

130	Original	\$ 16.64	\$ 17.11	\$ 17.60	\$ 18.10	\$ 18.61	\$ 19.14	\$ 19.68	\$ 20.24	\$ 20.81	\$ 21.40	\$ 22.01	\$ 22.64	\$ 23.28
	Ratification	\$ 17.14	\$ 17.62	\$ 18.13	\$ 18.64	\$ 19.17	\$ 19.71	\$ 20.27	\$ 20.85	\$ 21.43	\$ 22.04	\$ 22.67	\$ 23.32	\$ 23.98
	January 1, 2023	\$ 17.65	\$ 18.15	\$ 18.67	\$ 19.20	\$ 19.74	\$ 20.31	\$ 20.88	\$ 21.47	\$ 22.08	\$ 22.70	\$ 23.35	\$ 24.02	\$ 24.70
	January 1, 2024	\$ 18.18	\$ 18.70	\$ 19.23	\$ 19.78	\$ 20.34	\$ 20.91	\$ 21.50	\$ 22.12	\$ 22.74	\$ 23.38	\$ 24.05	\$ 24.74	\$ 25.44

140	Original	\$ 17.30	\$ 17.79	\$ 18.30	\$ 18.82	\$ 19.35	\$ 19.90	\$ 20.47	\$ 21.05	\$ 21.65	\$ 22.26	\$ 22.89	\$ 23.54	\$ 24.21
	Ratification	\$ 17.82	\$ 18.32	\$ 18.85	\$ 19.38	\$ 19.93	\$ 20.50	\$ 21.08	\$ 21.68	\$ 22.30	\$ 22.93	\$ 23.58	\$ 24.25	\$ 24.94
	January 1, 2023	\$ 18.35	\$ 18.87	\$ 19.41	\$ 19.97	\$ 20.53	\$ 21.11	\$ 21.72	\$ 22.33	\$ 22.97	\$ 23.62	\$ 24.28	\$ 24.97	\$ 25.68
	January 1, 2024	\$ 18.90	\$ 19.44	\$ 20.00	\$ 20.57	\$ 21.14	\$ 21.75	\$ 22.37	\$ 23.00	\$ 23.66	\$ 24.32	\$ 25.01	\$ 25.72	\$ 26.45

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
150	Original	\$ 17.99	\$ 18.51	\$ 19.04	\$ 19.58	\$ 20.14	\$ 20.71	\$ 21.30	\$ 21.90	\$ 22.52	\$ 23.16	\$ 23.82	\$ 24.50	\$ 25.20
	Ratification	\$ 18.53	\$ 19.07	\$ 19.61	\$ 20.17	\$ 20.74	\$ 21.33	\$ 21.94	\$ 22.56	\$ 23.20	\$ 23.85	\$ 24.53	\$ 25.24	\$ 25.96
	January 1, 2023	\$ 19.09	\$ 19.64	\$ 20.20	\$ 20.77	\$ 21.37	\$ 21.97	\$ 22.60	\$ 23.23	\$ 23.89	\$ 24.57	\$ 25.27	\$ 25.99	\$ 26.73
	January 1, 2024	\$ 19.66	\$ 20.23	\$ 20.81	\$ 21.40	\$ 22.01	\$ 22.63	\$ 23.28	\$ 23.93	\$ 24.61	\$ 25.31	\$ 26.03	\$ 26.77	\$ 27.54

160	Original	\$ 18.71	\$ 19.25	\$ 19.80	\$ 20.36	\$ 20.94	\$ 21.53	\$ 22.14	\$ 22.77	\$ 23.42	\$ 24.09	\$ 24.77	\$ 25.47	\$ 26.19
	Ratification	\$ 19.27	\$ 19.83	\$ 20.39	\$ 20.97	\$ 21.57	\$ 22.18	\$ 22.80	\$ 23.45	\$ 24.12	\$ 24.81	\$ 25.51	\$ 26.23	\$ 26.98
	January 1, 2023	\$ 19.85	\$ 20.42	\$ 21.01	\$ 21.60	\$ 22.22	\$ 22.84	\$ 23.49	\$ 24.16	\$ 24.85	\$ 25.56	\$ 26.28	\$ 27.02	\$ 27.78
	January 1, 2024	\$ 20.44	\$ 21.03	\$ 21.64	\$ 22.25	\$ 22.88	\$ 23.53	\$ 24.19	\$ 24.88	\$ 25.59	\$ 26.32	\$ 27.07	\$ 27.83	\$ 28.62

170	Original	\$ 19.46	\$ 20.02	\$ 20.59	\$ 21.17	\$ 21.77	\$ 22.39	\$ 23.03	\$ 23.68	\$ 24.35	\$ 25.04	\$ 25.75	\$ 26.48	\$ 27.23
	Ratification	\$ 20.04	\$ 20.62	\$ 21.21	\$ 21.81	\$ 22.42	\$ 23.06	\$ 23.72	\$ 24.39	\$ 25.08	\$ 25.79	\$ 26.52	\$ 27.27	\$ 28.05
	January 1, 2023	\$ 20.65	\$ 21.24	\$ 21.84	\$ 22.46	\$ 23.10	\$ 23.75	\$ 24.43	\$ 25.12	\$ 25.83	\$ 26.56	\$ 27.32	\$ 28.09	\$ 28.89
	January 1, 2024	\$ 21.26	\$ 21.88	\$ 22.50	\$ 23.13	\$ 23.79	\$ 24.47	\$ 25.17	\$ 25.88	\$ 26.61	\$ 27.36	\$ 28.14	\$ 28.94	\$ 29.75

180	Original	\$ 20.24	\$ 20.82	\$ 21.41	\$ 22.02	\$ 22.65	\$ 23.29	\$ 23.95	\$ 24.63	\$ 25.33	\$ 26.05	\$ 26.79	\$ 27.55	\$ 28.33
	Ratification	\$ 20.85	\$ 21.44	\$ 22.05	\$ 22.68	\$ 23.33	\$ 23.99	\$ 24.67	\$ 25.37	\$ 26.09	\$ 26.83	\$ 27.59	\$ 28.38	\$ 29.18
	January 1, 2023	\$ 21.47	\$ 22.09	\$ 22.71	\$ 23.36	\$ 24.03	\$ 24.71	\$ 25.41	\$ 26.13	\$ 26.87	\$ 27.64	\$ 28.42	\$ 29.23	\$ 30.06
	January 1, 2024	\$ 22.12	\$ 22.75	\$ 23.40	\$ 24.06	\$ 24.75	\$ 25.45	\$ 26.17	\$ 26.91	\$ 27.68	\$ 28.47	\$ 29.27	\$ 30.10	\$ 30.96

190	Original	\$ 21.05	\$ 21.65	\$ 22.26	\$ 22.89	\$ 23.54	\$ 24.21	\$ 24.90	\$ 25.61	\$ 26.34	\$ 27.09	\$ 27.86	\$ 28.65	\$ 29.46
	Ratification	\$ 21.68	\$ 22.30	\$ 22.93	\$ 23.58	\$ 24.25	\$ 24.94	\$ 25.65	\$ 26.38	\$ 27.13	\$ 27.90	\$ 28.70	\$ 29.51	\$ 30.34
	January 1, 2023	\$ 22.33	\$ 22.97	\$ 23.62	\$ 24.28	\$ 24.97	\$ 25.68	\$ 26.42	\$ 27.17	\$ 27.94	\$ 28.74	\$ 29.56	\$ 30.39	\$ 31.25
	January 1, 2024	\$ 23.00	\$ 23.66	\$ 24.32	\$ 25.01	\$ 25.72	\$ 26.45	\$ 27.21	\$ 27.98	\$ 28.78	\$ 29.60	\$ 30.44	\$ 31.31	\$ 32.19

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
200	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

210	Original	\$ 22.77	\$ 23.42	\$ 24.09	\$ 24.77	\$ 25.47	\$ 26.19	\$ 26.93	\$ 27.69	\$ 28.48	\$ 29.29	\$ 30.12	\$ 30.98	\$ 31.86
	Ratification	\$ 23.45	\$ 24.12	\$ 24.81	\$ 25.51	\$ 26.23	\$ 26.98	\$ 27.74	\$ 28.52	\$ 29.33	\$ 30.17	\$ 31.02	\$ 31.91	\$ 32.82
	January 1, 2023	\$ 24.16	\$ 24.85	\$ 25.56	\$ 26.28	\$ 27.02	\$ 27.78	\$ 28.57	\$ 29.38	\$ 30.21	\$ 31.07	\$ 31.95	\$ 32.87	\$ 33.80
	January 1, 2024	\$ 24.88	\$ 25.59	\$ 26.32	\$ 27.07	\$ 27.83	\$ 28.62	\$ 29.43	\$ 30.26	\$ 31.12	\$ 32.01	\$ 32.91	\$ 33.85	\$ 34.81

220	Original	\$ 23.68	\$ 24.35	\$ 25.04	\$ 25.75	\$ 26.48	\$ 27.23	\$ 28.00	\$ 28.80	\$ 29.62	\$ 30.46	\$ 31.33	\$ 32.22	\$ 33.14
	Ratification	\$ 24.39	\$ 25.08	\$ 25.79	\$ 26.52	\$ 27.27	\$ 28.05	\$ 28.84	\$ 29.66	\$ 30.51	\$ 31.37	\$ 32.27	\$ 33.19	\$ 34.13
	January 1, 2023	\$ 25.12	\$ 25.83	\$ 26.56	\$ 27.32	\$ 28.09	\$ 28.89	\$ 29.71	\$ 30.55	\$ 31.42	\$ 32.32	\$ 33.24	\$ 34.18	\$ 35.16
	January 1, 2024	\$ 25.88	\$ 26.61	\$ 27.36	\$ 28.14	\$ 28.94	\$ 29.75	\$ 30.60	\$ 31.47	\$ 32.37	\$ 33.28	\$ 34.24	\$ 35.21	\$ 36.21

230	Original	\$ 24.63	\$ 25.33	\$ 26.05	\$ 26.79	\$ 27.55	\$ 28.33	\$ 29.13	\$ 29.96	\$ 30.81	\$ 31.69	\$ 32.59	\$ 33.52	\$ 34.47
	Ratification	\$ 25.37	\$ 26.09	\$ 26.83	\$ 27.59	\$ 28.38	\$ 29.18	\$ 30.00	\$ 30.86	\$ 31.73	\$ 32.64	\$ 33.57	\$ 34.53	\$ 35.50
	January 1, 2023	\$ 26.13	\$ 26.87	\$ 27.64	\$ 28.42	\$ 29.23	\$ 30.06	\$ 30.90	\$ 31.78	\$ 32.69	\$ 33.62	\$ 34.57	\$ 35.56	\$ 36.57
	January 1, 2024	\$ 26.91	\$ 27.68	\$ 28.47	\$ 29.27	\$ 30.10	\$ 30.96	\$ 31.83	\$ 32.74	\$ 33.67	\$ 34.63	\$ 35.61	\$ 36.63	\$ 37.67

240	Original	\$ 25.61	\$ 26.34	\$ 27.09	\$ 27.86	\$ 28.65	\$ 29.46	\$ 30.30	\$ 31.16	\$ 32.04	\$ 32.95	\$ 33.89	\$ 34.85	\$ 35.84
	Ratification	\$ 26.38	\$ 27.13	\$ 27.90	\$ 28.70	\$ 29.51	\$ 30.34	\$ 31.21	\$ 32.09	\$ 33.00	\$ 33.94	\$ 34.91	\$ 35.90	\$ 36.92
	January 1, 2023	\$ 27.17	\$ 27.94	\$ 28.74	\$ 29.56	\$ 30.39	\$ 31.25	\$ 32.15	\$ 33.06	\$ 33.99	\$ 34.96	\$ 35.95	\$ 36.97	\$ 38.02
	January 1, 2024	\$ 27.98	\$ 28.78	\$ 29.60	\$ 30.44	\$ 31.31	\$ 32.19	\$ 33.11	\$ 34.05	\$ 35.01	\$ 36.01	\$ 37.03	\$ 38.08	\$ 39.16

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
250	Original	\$ 26.64	\$ 27.39	\$ 28.17	\$ 28.97	\$ 29.79	\$ 30.64	\$ 31.51	\$ 32.40	\$ 33.32	\$ 34.27	\$ 35.24	\$ 36.24	\$ 37.27
	Ratification	\$ 27.44	\$ 28.21	\$ 29.02	\$ 29.84	\$ 30.68	\$ 31.56	\$ 32.46	\$ 33.37	\$ 34.32	\$ 35.30	\$ 36.30	\$ 37.33	\$ 38.39
	January 1, 2023	\$ 28.26	\$ 29.06	\$ 29.89	\$ 30.73	\$ 31.60	\$ 32.51	\$ 33.43	\$ 34.37	\$ 35.35	\$ 36.36	\$ 37.39	\$ 38.45	\$ 39.54
	January 1, 2024	\$ 29.11	\$ 29.93	\$ 30.78	\$ 31.66	\$ 32.55	\$ 33.48	\$ 34.43	\$ 35.40	\$ 36.41	\$ 37.45	\$ 38.51	\$ 39.60	\$ 40.73

260	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

270	Original	\$ 28.81	\$ 29.63	\$ 30.47	\$ 31.34	\$ 32.23	\$ 33.15	\$ 34.09	\$ 35.06	\$ 36.06	\$ 37.08	\$ 38.13	\$ 39.21	\$ 40.32
	Ratification	\$ 29.67	\$ 30.52	\$ 31.38	\$ 32.28	\$ 33.20	\$ 34.14	\$ 35.11	\$ 36.11	\$ 37.14	\$ 38.19	\$ 39.27	\$ 40.39	\$ 41.53
	January 1, 2023	\$ 30.56	\$ 31.43	\$ 32.33	\$ 33.25	\$ 34.19	\$ 35.17	\$ 36.17	\$ 37.20	\$ 38.26	\$ 39.34	\$ 40.45	\$ 41.60	\$ 42.78
	January 1, 2024	\$ 31.48	\$ 32.38	\$ 33.30	\$ 34.25	\$ 35.22	\$ 36.22	\$ 37.25	\$ 38.31	\$ 39.40	\$ 40.52	\$ 41.67	\$ 42.85	\$ 44.06

280	Original	\$ 29.96	\$ 30.81	\$ 31.69	\$ 32.59	\$ 33.52	\$ 34.47	\$ 35.45	\$ 36.46	\$ 37.50	\$ 38.57	\$ 39.67	\$ 40.80	\$ 41.96
	Ratification	\$ 30.86	\$ 31.73	\$ 32.64	\$ 33.57	\$ 34.53	\$ 35.50	\$ 36.51	\$ 37.55	\$ 38.63	\$ 39.73	\$ 40.86	\$ 42.02	\$ 43.22
	January 1, 2023	\$ 31.78	\$ 32.69	\$ 33.62	\$ 34.57	\$ 35.56	\$ 36.57	\$ 37.61	\$ 38.68	\$ 39.78	\$ 40.92	\$ 42.09	\$ 43.28	\$ 44.52
	January 1, 2024	\$ 32.74	\$ 33.67	\$ 34.63	\$ 35.61	\$ 36.63	\$ 37.67	\$ 38.74	\$ 39.84	\$ 40.98	\$ 42.15	\$ 43.35	\$ 44.58	\$ 45.85

290	Original	\$ 31.16	\$ 32.05	\$ 32.96	\$ 33.90	\$ 34.86	\$ 35.85	\$ 36.87	\$ 37.92	\$ 39.00	\$ 40.11	\$ 41.25	\$ 42.42	\$ 43.62
	Ratification	\$ 32.09	\$ 33.01	\$ 33.95	\$ 34.92	\$ 35.91	\$ 36.93	\$ 37.98	\$ 39.06	\$ 40.17	\$ 41.31	\$ 42.49	\$ 43.69	\$ 44.93
	January 1, 2023	\$ 33.06	\$ 34.00	\$ 34.97	\$ 35.96	\$ 36.98	\$ 38.03	\$ 39.12	\$ 40.23	\$ 41.38	\$ 42.55	\$ 43.76	\$ 45.00	\$ 46.28
	January 1, 2024	\$ 34.05	\$ 35.02	\$ 36.02	\$ 37.04	\$ 38.09	\$ 39.17	\$ 40.29	\$ 41.44	\$ 42.62	\$ 43.83	\$ 45.07	\$ 46.35	\$ 47.66

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
300	Original	\$ 32.41	\$ 33.33	\$ 34.28	\$ 35.25	\$ 36.25	\$ 37.28	\$ 38.34	\$ 39.43	\$ 40.55	\$ 41.70	\$ 42.88	\$ 44.10	\$ 45.35
	Ratification	\$ 33.38	\$ 34.33	\$ 35.31	\$ 36.31	\$ 37.34	\$ 38.40	\$ 39.49	\$ 40.61	\$ 41.77	\$ 42.95	\$ 44.17	\$ 45.42	\$ 46.71
	January 1, 2023	\$ 34.38	\$ 35.36	\$ 36.37	\$ 37.40	\$ 38.46	\$ 39.55	\$ 40.67	\$ 41.83	\$ 43.02	\$ 44.24	\$ 45.49	\$ 46.79	\$ 48.11
	January 1, 2024	\$ 35.42	\$ 36.42	\$ 37.46	\$ 38.52	\$ 39.61	\$ 40.74	\$ 41.90	\$ 43.09	\$ 44.31	\$ 45.57	\$ 46.86	\$ 48.19	\$ 49.56

310	Original	\$ 33.70	\$ 34.66	\$ 35.64	\$ 36.65	\$ 37.69	\$ 38.76	\$ 39.86	\$ 40.99	\$ 42.15	\$ 43.35	\$ 44.58	\$ 45.85	\$ 47.15
	Ratification	\$ 34.71	\$ 35.70	\$ 36.71	\$ 37.75	\$ 38.82	\$ 39.92	\$ 41.06	\$ 42.22	\$ 43.41	\$ 44.65	\$ 45.92	\$ 47.23	\$ 48.56
	January 1, 2023	\$ 35.75	\$ 36.77	\$ 37.81	\$ 38.88	\$ 39.99	\$ 41.12	\$ 42.29	\$ 43.49	\$ 44.72	\$ 45.99	\$ 47.29	\$ 48.64	\$ 50.02
	January 1, 2024	\$ 36.82	\$ 37.87	\$ 38.94	\$ 40.05	\$ 41.18	\$ 42.35	\$ 43.56	\$ 44.79	\$ 46.06	\$ 47.37	\$ 48.71	\$ 50.10	\$ 51.52

320	Original	\$ 35.05	\$ 36.05	\$ 37.07	\$ 38.12	\$ 39.20	\$ 40.31	\$ 41.45	\$ 42.63	\$ 43.84	\$ 45.09	\$ 46.37	\$ 47.69	\$ 49.04
	Ratification	\$ 36.10	\$ 37.13	\$ 38.18	\$ 39.26	\$ 40.38	\$ 41.52	\$ 42.69	\$ 43.91	\$ 45.16	\$ 46.44	\$ 47.76	\$ 49.12	\$ 50.51
	January 1, 2023	\$ 37.18	\$ 38.25	\$ 39.33	\$ 40.44	\$ 41.59	\$ 42.76	\$ 43.97	\$ 45.23	\$ 46.51	\$ 47.84	\$ 49.19	\$ 50.59	\$ 52.03
	January 1, 2024	\$ 38.30	\$ 39.39	\$ 40.51	\$ 41.65	\$ 42.83	\$ 44.05	\$ 45.29	\$ 46.58	\$ 47.91	\$ 49.27	\$ 50.67	\$ 52.11	\$ 53.59

330	Original	\$ 36.45	\$ 37.49	\$ 38.55	\$ 39.64	\$ 40.77	\$ 41.93	\$ 43.12	\$ 44.34	\$ 45.60	\$ 46.90	\$ 48.23	\$ 49.60	\$ 51.01
	Ratification	\$ 37.54	\$ 38.61	\$ 39.71	\$ 40.83	\$ 41.99	\$ 43.19	\$ 44.41	\$ 45.67	\$ 46.97	\$ 48.31	\$ 49.68	\$ 51.09	\$ 52.54
	January 1, 2023	\$ 38.67	\$ 39.77	\$ 40.90	\$ 42.05	\$ 43.25	\$ 44.48	\$ 45.75	\$ 47.04	\$ 48.38	\$ 49.76	\$ 51.17	\$ 52.62	\$ 54.12
	January 1, 2024	\$ 39.83	\$ 40.97	\$ 42.12	\$ 43.32	\$ 44.55	\$ 45.82	\$ 47.12	\$ 48.45	\$ 49.83	\$ 51.25	\$ 52.70	\$ 54.20	\$ 55.74

340	Original	\$ 37.91	\$ 38.99	\$ 40.10	\$ 41.24	\$ 42.41	\$ 43.61	\$ 44.85	\$ 46.12	\$ 47.43	\$ 48.78	\$ 50.17	\$ 51.59	\$ 53.06
	Ratification	\$ 39.05	\$ 40.16	\$ 41.30	\$ 42.48	\$ 43.68	\$ 44.92	\$ 46.20	\$ 47.50	\$ 48.85	\$ 50.24	\$ 51.68	\$ 53.14	\$ 54.65
	January 1, 2023	\$ 40.22	\$ 41.36	\$ 42.54	\$ 43.75	\$ 44.99	\$ 46.27	\$ 47.58	\$ 48.93	\$ 50.32	\$ 51.75	\$ 53.23	\$ 54.73	\$ 56.29
	January 1, 2024	\$ 41.43	\$ 42.61	\$ 43.82	\$ 45.06	\$ 46.34	\$ 47.65	\$ 49.01	\$ 50.40	\$ 51.83	\$ 53.30	\$ 54.82	\$ 56.37	\$ 57.98

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
350	Original	\$ 39.43	\$ 40.55	\$ 41.70	\$ 42.88	\$ 44.10	\$ 45.35	\$ 46.64	\$ 47.96	\$ 49.32	\$ 50.72	\$ 52.16	\$ 53.64	\$ 55.16
	Ratification	\$ 40.61	\$ 41.77	\$ 42.95	\$ 44.17	\$ 45.42	\$ 46.71	\$ 48.04	\$ 49.40	\$ 50.80	\$ 52.24	\$ 53.72	\$ 55.25	\$ 56.81
	January 1, 2023	\$ 41.83	\$ 43.02	\$ 44.24	\$ 45.49	\$ 46.79	\$ 48.11	\$ 49.48	\$ 50.88	\$ 52.32	\$ 53.81	\$ 55.34	\$ 56.91	\$ 58.52
	January 1, 2024	\$ 43.09	\$ 44.31	\$ 45.57	\$ 46.86	\$ 48.19	\$ 49.56	\$ 50.96	\$ 52.41	\$ 53.89	\$ 55.42	\$ 57.00	\$ 58.61	\$ 60.27

360	Original	\$ 41.00	\$ 42.17	\$ 43.37	\$ 44.60	\$ 45.87	\$ 47.47	\$ 48.51	\$ 49.89	\$ 51.31	\$ 52.77	\$ 54.27	\$ 55.81	\$ 57.40
	Ratification	\$ 42.23	\$ 43.44	\$ 44.67	\$ 45.94	\$ 47.25	\$ 48.89	\$ 49.97	\$ 51.39	\$ 52.85	\$ 54.35	\$ 55.90	\$ 57.48	\$ 59.12
	January 1, 2023	\$ 43.50	\$ 44.74	\$ 46.01	\$ 47.32	\$ 48.66	\$ 50.36	\$ 51.46	\$ 52.93	\$ 54.43	\$ 55.98	\$ 57.58	\$ 59.21	\$ 60.90
	January 1, 2024	\$ 44.80	\$ 46.08	\$ 47.39	\$ 48.74	\$ 50.12	\$ 51.87	\$ 53.01	\$ 54.52	\$ 56.07	\$ 57.66	\$ 59.30	\$ 60.99	\$ 62.72

370	Original	\$ 42.65	\$ 43.86	\$ 45.11	\$ 46.39	\$ 47.71	\$ 49.06	\$ 50.45	\$ 51.88	\$ 53.35	\$ 54.87	\$ 56.43	\$ 58.03	\$ 59.68
	Ratification	\$ 43.93	\$ 45.18	\$ 46.46	\$ 47.78	\$ 49.14	\$ 50.53	\$ 51.96	\$ 53.44	\$ 54.95	\$ 56.52	\$ 58.12	\$ 59.77	\$ 61.47
	January 1, 2023	\$ 45.25	\$ 46.53	\$ 47.86	\$ 49.22	\$ 50.62	\$ 52.05	\$ 53.52	\$ 55.04	\$ 56.60	\$ 58.21	\$ 59.87	\$ 61.56	\$ 63.31
	January 1, 2024	\$ 46.60	\$ 47.93	\$ 49.29	\$ 50.69	\$ 52.13	\$ 53.61	\$ 55.13	\$ 56.69	\$ 58.30	\$ 59.96	\$ 61.66	\$ 63.41	\$ 65.21

380	Original	\$ 44.35	\$ 45.61	\$ 46.91	\$ 48.24	\$ 49.61	\$ 51.02	\$ 52.47	\$ 53.96	\$ 55.49	\$ 57.07	\$ 58.69	\$ 60.36	\$ 62.07
	Ratification	\$ 45.68	\$ 46.98	\$ 48.32	\$ 49.69	\$ 51.10	\$ 52.55	\$ 54.04	\$ 55.58	\$ 57.15	\$ 58.78	\$ 60.45	\$ 62.17	\$ 63.93
	January 1, 2023	\$ 47.05	\$ 48.39	\$ 49.77	\$ 51.18	\$ 52.63	\$ 54.13	\$ 55.67	\$ 57.25	\$ 58.87	\$ 60.55	\$ 62.26	\$ 64.04	\$ 65.85
	January 1, 2024	\$ 48.46	\$ 49.84	\$ 51.26	\$ 52.71	\$ 54.21	\$ 55.75	\$ 57.34	\$ 58.96	\$ 60.64	\$ 62.36	\$ 64.13	\$ 65.96	\$ 67.83

390	Original	\$ 46.12	\$ 47.43	\$ 48.78	\$ 50.17	\$ 51.59	\$ 53.06	\$ 54.57	\$ 56.12	\$ 57.71	\$ 59.35	\$ 61.04	\$ 62.77	\$ 64.55
	Ratification	\$ 47.50	\$ 48.85	\$ 50.24	\$ 51.68	\$ 53.14	\$ 54.65	\$ 56.21	\$ 57.80	\$ 59.44	\$ 61.13	\$ 62.87	\$ 64.65	\$ 66.49
	January 1, 2023	\$ 48.93	\$ 50.32	\$ 51.75	\$ 53.23	\$ 54.73	\$ 56.29	\$ 57.89	\$ 59.54	\$ 61.22	\$ 62.96	\$ 64.76	\$ 66.59	\$ 68.48
	January 1, 2024	\$ 50.40	\$ 51.83	\$ 53.30	\$ 54.82	\$ 56.37	\$ 57.98	\$ 59.63	\$ 61.32	\$ 63.06	\$ 64.85	\$ 66.70	\$ 68.59	\$ 70.54

Pay Grade	Year	1	2	3	4	5	6	7	8	9	10	11	12	13
400	Original	\$ 47.97	\$ 49.33	\$ 50.73	\$ 52.17	\$ 53.68	\$ 55.17	\$ 56.74	\$ 58.35	\$ 60.01	\$ 61.71	\$ 63.46	\$ 65.26	\$ 67.11
	Ratification	\$ 49.41	\$ 50.81	\$ 52.25	\$ 53.74	\$ 55.29	\$ 56.83	\$ 58.44	\$ 60.10	\$ 61.81	\$ 63.56	\$ 65.36	\$ 67.22	\$ 69.12
	January 1, 2023	\$ 50.89	\$ 52.33	\$ 53.82	\$ 55.35	\$ 56.95	\$ 58.53	\$ 60.20	\$ 61.90	\$ 63.66	\$ 65.47	\$ 67.32	\$ 69.23	\$ 71.20
	January 1, 2024	\$ 52.42	\$ 53.90	\$ 55.43	\$ 57.01	\$ 58.66	\$ 60.29	\$ 62.00	\$ 63.76	\$ 65.57	\$ 67.43	\$ 69.34	\$ 71.31	\$ 73.33

APPENDIX #4 –LOCAL 1553-S EXEMPT CLASSIFICATIONS:

Effective January 1, 2023, the classifications listed below are considered Exempt, and ineligible to earn overtime, based on them meeting the requirements of the “Duties Test” set forth by the Fair Labor Standards Act. Individual employees within the classifications listed below may be considered non-exempt, and therefore able to earn overtime, due to their base yearly salary not meeting the Federal Department of Labor’s or Washington State’s Labor and Industries minimum wage requirements. The classifications determined to be Exempt are:

- Accounting Supervisor
- Buyer 3
- Data Systems Supervisor
- Finance Manager 1
- Finance Manager 2
- Financial Services Supervisor
- Fleet Manager
- Human Services Program Manager
- IT Supervisor
- Juvenile Court Systems Manager
- Juvenile Court Unit Supervisor
- Mental Health Manager
- Nurse Manager – Juvenile
- Telecommunication Specialist 2

Employees within these classifications will be notified within two (2) pay periods of Board of County Commissioners’ approval of the final agreement regarding their status (exempt or non-exempt). Should the status of any employee change effective the first of January each year during the term of this agreement, the employee(s) and the Union will all be notified at a minimum the pay period prior to the effective date of their status (exempt or non-exempt) change.

**Classifications may either be added or removed from this list if rules and regulations are modified by either the Federal Department of Labor or the Washington State Labor and Industries.

APPENDIX #5 - NORMAL (LAG) PAY SYSTEM:

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:

- The ability to do a one-time cash out of accrued PTO or Comp time up to forty (40) hours.
- For employees whose departments currently do not allow comp. time, upon ratification of the Contract and only until lag pay is implemented, with prior supervisory approval, employees may specifically work extra hours and bank up to forty (40) hours of paid comp. time to specifically be used for this lag pay conversion.
- 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.

Once the six (6) month implementation date notice has been officially given, if there is a delay or change in the implementation for this bargaining unit, at least sixty (60) days additional notice will be given.

**LOCAL 1553-S LETTER OF UNDERSTANDING - Regarding Ratification
Compensation:**

If the membership approves this agreement prior to July 31, 2022, all Local 1553-S employees who are employed as of July 31, 2022, will receive a one-time payment of one-thousand (\$1,000.00) dollars as well as eight (8) hours of PTO placed in their banks. This compensation shall be provided to the employees within two (2) pay periods of the Board of County Commissioners final approval of the agreement.