

**ARTICLE 2**  
**TEAMSTERS SECURITY CLAUSE**


**2.2 Notification:**

When the employer hires a new employee recognized as a position in the bargaining unit, the employer shall, within seven (7) calendar days of the date of employment notify the union in writing giving the name, ~~social security number~~, hire date, address and classification of the employee hired.

- A. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. ~~The Employer will furnish the employee's appointed into bargaining unit positions membership materials supplied by the Union. The employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.~~ Per statute, Union representative shall be given thirty minutes paid time with each new employee to discuss union membership.

**\*\*TENTATIVE AGREEMENT REACHED ON: NOVEMBER 10, 2021**

**FOR THE UNION:**

DocuSigned by:  
  
11/17/2021  
C4DDCAD102204D6...

---

**FOR THE COUNTY:**

DocuSigned by:  
  
11/10/2021  
279F3525D23D42F...

---

County Proposal  
Given to the Union on August 20, 2021 @ \_\_\_\_\_

**ARTICLE 19**

**REHABILITATION ASSISTANCE**

~~19.1 General: Spokane County will abide by all regulations covered under RCW 51.04.010 regarding on the job injuries, light duty and reasonable accommodation that is a result of an on the job injury.~~  
RCW 51.04.010 provides relief and services to all employees regardless of question of fault and to the exclusion of every other remedy. The Workers Compensation Self Insurance program is intended to provide sure and certain relief for workers injured on the job. The priority goal in each case is the restoration of the injured employee to a maximum possible bodily function and gainful employment.

~~19.1 Section 1 Administration of Workers Compensation Claims:~~  
Each self-insured employer is required to maintain an adequate and effective Safety Loss Control Program. The program must have the authority and ability to administer the Safety Loss Control Program for effective claims administration, injury prevention and injury reduction on a regular basis.

~~19.2 Section 2 Rehabilitation Assistance:~~  
Prompt determination of injured workers is necessary to recognize early their injuries and prevent further aggravation of these injuries. Assistance in these cases must be prompt to help rehabilitate the injured employee.

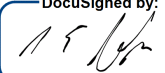
~~19.3 Section 3 Criteria for Rehabilitation Assistance, RCW 51.32.095:~~  
~~19.3.1 History of recurring injuries.~~  
~~19.3.2 Work history of heavy labor.~~  
~~19.3.3 Written medical data outlining need and recommendations for permanent change of work environment for prevention of further injury aggravation.~~  
~~19.3.4 Time loss in effect with permanent medical restrictions apply.~~

~~19.4 Section 4 In House Rehabilitation Assistance Criteria:~~  
~~19.5.1 Meet criteria in subsection 3.~~  
~~19.5.2 Position currently open and available in the County.~~  
~~19.5.3 Medical approval for new job, along with certified rehabilitation counselor approval.~~  
~~19.5.4 Employee meet minimum qualifications for the new position.~~  
~~19.5.5 Medical restrictions have minimum effect on job requirements, must remain productive to the employer.~~


~~19.6 Section 5 Understandings:~~  
~~19.6.1 Each case must meet minimum standards of RCW 51.04.010 with a current claim filed.~~  
~~19.6.2 Applies to job related injury claims only.~~  
~~19.6.3 Each case will be handled on a case by case basis with no precedence setting for future cases.~~  
~~19.6.4 Loss of earning power subject to standards of RCW 51.04.010 in cases of reduction of wages.~~

**\*\*TENTATIVE AGREEMENT REACHED ON: NOVEMBER 10, 2021**

**FOR THE UNION:**

DocuSigned by:  
  
11/17/2021  
C4DDCAD102204D6...

**FOR THE COUNTY:**

DocuSigned by:  
  
11/10/2021  
279F3525D23D42F...

County Proposal  
Given to the Union on August 20, 2021 @ \_\_\_\_\_

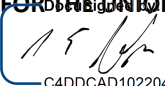
**ARTICLE 23**

**PROMOTIONS AND TRANSFERS**

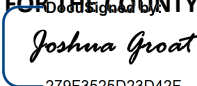
- 23.1** When a vacancy occurs in a position included in the Teamsters bargaining unit that the Department deems necessary to fill the Department may fill the position with the most qualified internal or external applicant. To determine most qualified, the Department will look at the applicant's experience, education, and prior work performance. Members not selected, shall upon request, receive a written explanation citing the reasons they were not selected. This explanation should be sufficiently detailed so the employee understands the specific qualifications, education, skills or experience needed for the next available position. The promotion decision or the sufficiency of the explanation cannot be grieved.
- 23.2** A posting shall be sent to Teamster's members **electronically** ~~through interoffice mail~~. Consideration shall be given to interested Teamsters members first, ~~and shall be based on the needs of the Department, as well as the abilities of the Teamsters members.~~
- 23.3** ~~If the Department decides not to fill the vacancy with an existing Teamsters member, it may then solicit other internal and/or outside personnel to fill the position.~~
- 23.4** If a Teamster member is seeking a transfer to a position within the same classification, he/she will express that desire to the Department electronically in writing. Consideration for allowing a Teamsters member to transfer shall be based on the needs of the Department.
- 23.5** A written response explaining why a Teamster member was not selected for a promotion/transfer will be provided if so requested.

**\*\*TENTATIVE AGREEMENT REACHED ON: OCTOBER 27, 2021**

**FOR THE UNION:**

  
11/17/2021  
C4DDCAD102204D6...

**FOR THE COUNTY:**

  
11/10/2021  
279F3525D23D42F...

County Proposal  
Given to the Union on August 20, 2021 @ \_\_\_\_\_

**ARTICLE 31**

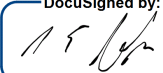
**COMPENSATORY TIME**

**\*\*THE COUNTY WILL AGREE TO INCREASE THE AMOUNT TO 80 HRS IF THE TEAMSTERS AGREE TO THE COUNTY'S PROPOSED ADDED LANGUAGE**

At ~~the employee's option~~ **the mutual agreement between the employee and the employee's manager**, overtime work may be compensated by compensatory time off. If the compensatory time option is exercised, the employee's comp time is calculated the same as overtime. Maximum accruals of compensatory time shall be limited to (80 hours). After maximum accrual, overtime compensation shall be paid. Employees will be permitted to use such compensatory time off in (in hourly increments) within a reasonable period after making the request, unless doing so would unduly disrupt County operations. Compensatory time is intended to be taken as paid time off and not paid as direct compensation. Therefore, Employer can schedule paid time off and if any compensatory time has accrued prior to separation of employment, Employer will schedule the paid time off for the employee. Denial of an employee request to use compensatory time or Employer scheduling of compensatory time shall not be grievable.


**\*\*TENTATIVE AGREEMENT REACHED ON: NOVEMBER 10, 2021**

**FOR THE UNION:**

DocuSigned by:  
 11/17/2021  
C4DDCAD102204D6...

---

**FOR THE COUNTY:**

DocuSigned by:  
 11/10/2021  
279F3525D23D42F...

---