

MASTER AGREEMENT

between

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS

SPOKANE COUNTY ASSESSOR

SPOKANE COUNTY AUDITOR

SPOKANE COUNTY CLERK

SPOKANE COUNTY PROSECUTOR

SPOKANE COUNTY TREASURER

SPOKANE COUNTY RISK MANAGEMENT

SPOKANE COUNTY ROAD DEPARTMENT

SPOKANE COUNTY PUBLIC DEFENDER

SPOKANE COUNTY JUVENILE COURT SERVICES

SPOKANE COUNTY MEDICAL EXAMINERS

SPOKANE COUNTY OFFICE OF PRE-TRIAL SERVICES

SPOKANE COUNTY REGIONAL ANIMAL CARE & PROTECTION

SPOKANE COUNTY BUILDING & PLANNING

SPOKANE COUNTY COMMUNITY SERVICES

SPOKANE COUNTY FACILITIES

SPOKANE COUNTY FAIR & EXPO CENTER

SPOKANE COUNTY PARKS, RECREATION & GOLF

SPOKANE COUNTY INFORMATION SYSTEMS

SPOKANE COUNTY PURCHASING

and LOCALS

1135, 492-J, & 1553

OF WASHINGTON STATE COUNCIL OF

COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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PREAMBLE

This Master Agreement is made and entered into by and between Spokane County, referred to as the Employer and Locals 492-J, 1135, and 1553 of the Washington State Council of County and City Employees, 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 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 is the employer of said employees and such matters are not governed by the terms of this Agreement.

Unless otherwise specified in the applicable Supplemental Agreement to this Master Agreement, the provisions of this Master Agreement shall be applicable to all employees in the respective bargaining units covered herein.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is:

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

1.10 To set forth the complete Agreement of the parties.

ARTICLE 2 - WARRANTY OF AUTHORITY

The officials executing this Master 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 Locals Represented:** The Employer recognizes Locals 492-J, 1135, and 1553 of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, to be the sole and exclusive bargaining agent for all matters of wages, hours and working conditions over which the Employer is obligated by law to collectively bargain with respect to the employees in positions with in the respective bargaining units represented by the Union as identified in the appendices and the departments identified in the appendices. For District Court, see the Preamble.
- 4.2 New Bargaining Units:** Unless mutually agreed otherwise, negotiations with any new bargaining units in a department covered by this Agreement organized and certified under the provisions of the Washington State Statute RCW 41.56, upon certification through the Public Employment Relations Commission election process, shall commence within sixty (60) days for the purpose of negotiating those issues to be addressed in the new bargaining unit's supplement. Upon certification and within sixty (60) days the Employer and new unit will begin

negotiations for their inclusion within the Master Agreement. Upon finalization, the new bargaining unit supplement shall become part of the Master Agreement.

4.3 Inclusions/Exclusions:

4.3.1 Local 1553:

4.3.1.1 The Employer recognizes Local 1553 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 for the purpose of collective bargaining with respect to wages, hours and working conditions of the regular employees in classifications listed in Appendix #1 in the departments of Assessor; Auditor; Treasurer; Clerk, Purchasing; Office of Pre-Trial Services; Information Technology; Building and Planning; Facilities Maintenance; Parks, Recreation, and Golf; Fair and Expo Center: SCRAPS; Spokane County Juvenile Court Support Staff; Public Defender Support Staff; Prosecutor Support Staff; Veterans Services; Risk Management; and Community Services, Detention Services, Housing and Community Development: Auto Licensing, Election and Medical Examiner, 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.

4.3.1.2 The Chief Deputies, Assistant Directors, the Department Head Secretaries, and clerical employees of Parks, Recreation and Fair shall be excluded from the provision of this Article. Other excluded positions shall be agreed to by the Employer and the Union.

4.3.2 Local 1135: The Employer recognizes Local 1135 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 designated representative for the purpose of collective bargaining with respect to wages, hours and working conditions of employees of the County Road Department having the job classifications shown in Wage Schedule, Appendix #2, attached to this Agreement and made a part thereof.

4.3.3 Local 492-J: The Employer recognizes Local 492-J of the Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, as the exclusive bargaining representative for all full time and regular part-time employees listed in the classifications found in Appendix #3 in the Juvenile Court Services for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE 5 - UNION SECURITY

- 5.1** Each employee shall be protected by RCW 41.56.122(1).
- 5.2** 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.

5.3 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 Union shall provide the Employer proof (written, electronic, or recorded voice authorization) 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, birth year, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

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

5.4 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.

5.5 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 a time that is mutually agreeable to the department.

5.6 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.

5.7 Definitions

5.7.1 Regular Employee: An employee who has successfully completed their probationary period. The term of the probationary period is twelve (12) months.

5.7.2 Full Time Employee: A regular employee who regularly works a minimum of a 37.5 hours per week.

5.7.3 Percentage Employees: An employee who regularly works less than 37.5 hours, but 50% or more of the regular full-time schedule. These employees will receive benefits on a prorated basis as outlined in the County's Percentage Employees policy dated January 2019 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 Master Contract shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

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

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

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce;

- 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.
- 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; in accordance with Appendix 6.
- 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;
- 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. Suspend, discharge and/or take other disciplinary actions, in accordance with Article 17

6.3.1 The employers will provide the union(s) with official written notice of their intent to make changes that fall within the terms of Article 6.3. This notice will provide the union(s) with the intended changes and target implementation date but will be no less than fourteen (14) calendar days prior to the target implementation date.

This fourteen (14) calendar day period is provided as a comment period for the unions(s) to meet with the employer, make comments/suggestions or negotiate if applicable. The Union and Employer recognize that a timely resolution is in the interest of all parties. All efforts shall be made to resolve issues in a timely manner. Time frames may be extended by mutual agreement.

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

6.4 Labor Management Committee:

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

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

6.4.3 Paid time for attending Labor Management meetings will stop at the end of the employee's regular work schedule time and overtime will not be paid if the meeting extends beyond the employee's regular work schedule time unless overtime or flex time is mutually agreeable.

ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS

7.1 Notice and Authorization of Union Representatives: The Union agrees to provide 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 workplace of 30 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 who may deny the request pursuant to 7.1 above and agrees to carry out these activities at times which are the least disruptive to the workplace.

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

7.2.3 Examples of Union activities are as follows:

7.2.3.1 Process grievances;

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

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

7.2.3.4 Attend negotiation meetings;

7.2.3.5 Distribute Union literature;

7.2.3.6 Transmit communications, authorized by the Local Union or its officers, to the employee, Employer or his/her representative(s).

7.3 Union Functions: The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of ten (10) working days per bargaining unit in any calendar year to attend or represent the Union at Union functions. Unused days will be available for each bargaining unit's use beyond the ten (10) days by mutual agreement between the bargaining unit and the employer. Fifty percent (50%) of the unused days at calendar year end will be carried over to the following year for the term of the contract.

7.3.1 To ensure adequate staffing, no more than ten percent (10%) of the employees 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. If a work unit has less than ten (10) employees, only one individual will be allowed to attend. Individual employees can use a maximum of ten (10) days per calendar year to attend Union functions. Exceptions to the above limitations can be made by mutual agreement.

7.3.2 Example of functions are as follows:

7.3.2.1 Union Conventions;

7.3.2.2 Council 2 Executive Board Meetings/Training

7.3.2.3 Other functions that management agrees are beneficial to the County

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

7.4.1 General membership meetings

7.4.2 E-Board meetings

7.4.3 Elections

ARTICLE 8 – HOLIDAYS

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

New Year's Day	(January 1st)
Martin Luther King Jr.'s Birthday ¹	(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)
One (1) Floating Holiday ²	

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 pay at the employee's regular rate for all hours worked plus paid time off 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, or during his/her vacation or on paid sick leave, at the employee's option he/she shall be paid for the un-worked holiday, or be given the preceding or following work day 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 work day.
- 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.
- 8.3.6 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 workday.
 - 8.3.6.2 Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

8.4 Floating Holiday: Full time employees shall be entitled to one (1) paid floating holiday per calendar year as listed above. Each employee may select the day on which the employee desires to take the additional holiday after consultation with the employee's supervisor. Employees hired on or after September 1st in any calendar year shall not qualify for the floating holiday in that year.

ARTICLE 9 - ANNUAL LEAVE

9.1 Eligibility and Allowance:

- 9.1.1 Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month. Employees separating from service on or before the 15th of the month will not receive

any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

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

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

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

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

9.3 Choice of Annual Leave Period:

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

9.3.2 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum amount of three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour

employees, credit. Any annual leave accumulated beyond this limit will be forfeited, unless the employee is asked in writing by his/her Department Head to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited. An employee may not be paid additional compensation for earned vacation time not taken, except at the time of severance from the County employment as hereinafter provided.

- 9.4 Bidding for Annual Leave:** Annual leave shall be posted for bid within an applicable department or sub-department no later than March 31. An annual leave schedule shall then be posted. All requests thereafter shall be on a first come - first served basis. If an employee chooses to break up his/her vacation, he/she shall have his/her choice based on seniority for his/her first bid only.
- 9.5 Holiday During Vacation Period:** If a holiday occurs during the calendar week in which a vacation is taken by an employee, such holiday shall not be charged to the employee's annual leave.
- 9.6 Working During Vacation Period:** Any employee who is required to return from vacation and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1-1/2) his/her regular rate. Any employee may return to work at the request of the Employers but shall have the option to refuse without any threat of discrimination. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request. Non-refundable expenses made toward pre-approved vacation plans that are aborted or postponed due to work requirements will be reimbursed up to the actual verified loss. These non-refundable expenses may include, but are not limited to: Prepaid travel tickets, rentals, and reservations with cancellation penalties and must be verified with documentation.
- 9.7 Vacation Rights in Case of Layoff or Separation:** Any employee who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation, he/she has accumulated at the time of separation which is computed based upon his/her base pay plus longevity if applicable. For retirement purposes, vacation payoff shall be limited to three hundred (300) hours for 37.5 hour employees or three hundred twenty (320) hours for 40 hour employees.

ARTICLE 10 - SICK LEAVE

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

10.1.1 Sick leave may accumulate to a total of 1350 hours for employees who work 37.5 hours per week or 1440 hours for employees who work 40 hours per week for those employees not covered by long term disability.

10.2 Disability Insurance:

Notwithstanding the provisions of this section, employees who have made a previous irrevocable long-term disability choice shall retain that choice when they become covered by the terms of this contract.

10.3 Long Term Disability:

10.3.1 At the time Shared Leave is requested, Long Term Disability must be requested concurrently if the reason for Shared Leave is for an employee's personal medical condition and Shared Leave, when initially requested, will be for 90 days or more.

10.3.2 Long Term Disability must be applied for at the time requests for extensions of Shared Leave will, when combined, total 90 days or more.

10.3.3 The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness or receiving long term disability payments.

10.3.4 In the event Long Term Disability is denied, Shared Leave may continue in accordance with the terms of the plan.

10.3.5 In no event shall an employee receive more money than what they would receive if they had been working by combination of any benefit plans.

10.3.6 The employee must provide timely information and periodic medical verification necessary for the processing of the LTD application and continuation of eligibility to receive Shared Leave. Failure to do so could result in the discontinuation of Shared Leave payments.

10.4 Allowance/Notification:

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

10.5 Notification:

Reasonable notice:

An employer may require employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under RCW 49.46.210 (1)(b). Employers may require employees to comply with the employer's notification policies, as long as such policies do not interfere with an employee's lawful use of paid sick leave.

If the need for paid sick leave is foreseeable, the employer may require advance notice from the employee. Unless the employer allows less advance notice, the

employee must provide notice at least ten days, or as early as practicable, in advance of the use of paid sick leave.

If the need for paid sick leave is unforeseeable, the employer may require notice from the employee. The employee must provide notice to the employer as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to their employer, a person on the employee's behalf may provide notice to the employer.

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

10.6 Unused:

Employees Covered by PERS I: The parties agree to comply with the Bowles Decision.

10.7 Domestic Partner:

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

10.8 Sick leave may be taken for the following reasons:

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

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

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

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

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

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

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

10.12.2 Preventive care such as a medical, dental, or optical appointments and/or treatment;

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

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

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

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

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

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

- 10.17** The following may be used to determine needed appropriate action at the supervisor's discretion and may result in progressive discipline:
- 10.17.1 Unapproved unpaid leave: when an employee is absent from work and the employee's sick leave account is depleted.
- 10.17.2 Job abandonment: when an employee fails to follow procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of absences are considered an abandonment of one's job and may justify severe discipline (suspension/ termination).
- 10.18** Employees may rollover a maximum of 75 sick days or pro-rated equivalent per calendar year.
- 10.18.1 Employees hired prior to June 1, 1989: Unless the employee selected the LTD plan, an employee hired before June 1, 1989, may rollover a maximum of 180 sick days or pro-rated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max of 130 days) at the employee's final pay rate to a maximum of 65 days.
- 10.19** The number of sick leave hours available are not intended to establish a guideline for acceptable attendance.
- 10.20** Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.

ARTICLE 11 - INSURANCE BENEFITS

11.1 Medical 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's and Employees' premium share towards 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, the employee's monthly premium will be split over the two pay periods in the month.

11.1.3 No provision for retiree medical plan.

11.1.4 No double coverage for employees of Spokane County.

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.

11.2 Dental Insurance:

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

11.3 Eligibility:

11.3.1 For all new employees, medical and dental eligibility will begin the first day of the month following completion of 90 days of employment.

11.3.2 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.

11.3.3 No double coverage regarding medical and dental benefits for Spokane County employees.

11.3.4 Seasonal employees and rehires from layoff who are rehired between the 1st and 15th of the month, will be provided medical and dental benefit coverage effective on the 1st of the month following the date of rehire. If rehired between 16th and the end of the month, medical and dental benefit coverage will become effective on the 1st of the month following one month of continued employment. If a Seasonal employee is not rehired immediately following the off season (takes a working season off) or if rehire from layoff is no longer eligible to be on the layoff list, these rehires must comply with 11.3.1.

11.3.5 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) days of the date of the

divorce/termination or may be subject to discipline under the terms of their respective CBAs

11.4 Life Insurance:

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

11.5 Insurance Extension:

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/her employment by the County because of proven illness or injury, shall, for a period of six (6) months after exhaustion of leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits.

11.6 Unpaid Leave of Absence/Impact on Benefits:

11.6.1 Employees must be in a paid status for more than one-half (1/2) of their scheduled workdays during the month to earn credit for paid leave time, benefits based on length of service, or premiums paid into a group insurance program.

11.6.2 Employees on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.

11.6.3 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.

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

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

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

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

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.

12.1.4 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, workdays 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 and if applicable, the Union must request to bargain the impacts.

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 of the changes and if applicable, the Union must request to bargain the impacts.

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, 4/10, or 4/37.5 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 who's 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, where employee notices are normally posted.

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

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

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

13.2.3 Voluntary Civic Duties: Leave may be allowed by the head of a department to permit an employee to exercise his/her voluntary civic duties. Such leave may be without pay.

13.2.4 Military: The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days during each beginning October 1 and ending the following September 30th each year.

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

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

13.2.7 Family Leave: In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. Employees shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.

13.2.8 Bereavement Leave:

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

In addition:

Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five miles outside of Spokane County.

Bereavement leave can be utilized over a six (6) month period after the death.

If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or PTO.

13.2.8.1 Immediate family: Immediate family shall be defined as follows:
Spouse, State Registered Domestic Partner, parent, step-parent,

child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family

13.3 Compensation for Absences Due to Widespread Emergency:

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

13.3.2 Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time at a maximum of their regularly scheduled shift within two (2) weeks. No overtime will be paid when the employee is making up the time. Time must be made up in the same week the lateness occurred.

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.

13.3.5 Any ongoing construction work is not considered an emergency under this article.

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 - SHARED LEAVE

The Employer shall provide Leave Sharing Program in accordance with Appendix "3"

ARTICLE 15 – WAGES

15.1 Compensation:

15.1.1 Employees will be paid in accordance with the applicable wage appendices attached to this Master Agreement as Appendix "2".

1. Effective October 1, 2022 (if the agreement is approved by the membership, all employees will be placed on the new wage scale for their classification closest to their current base hourly rate, without taking a pay decrease. After being placed on the wage

scales, the wage scales will be increased by 3.00%. In addition, all employees who are at Step #12 and below will be advanced one step (e.g., an employee placed at Step #1 on the new wage scale will be moved to Step #2). Any employee who is Y-rated will receive a lump sum payment equal to 3.0% of the annual salary of an employee at Step #13 on their annual step increase date.

2. Effective either January 1, 2023 or the first full pay period following January 1, 2023 (if normal pay has been implemented), the wage scales will be increased by 3.00%. Any employee who is Y-rated will receive a lump sum payment equal to 3.0% of the annual salary of an employee at Step #13 on their annual step increase date.
3. Effective either January 1, 2024 or the first full pay period following January 1, 2024 (if normal pay has been implemented), the wage scales will be increased by 3.00%. Any employee who is Y-rated will receive a lump sum payment equal to 3.0% of the annual salary of an employee at Step #13 on their annual step increase date.

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 thirty (30) 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 Classification and Reclassification: See Appendix #6.

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 Local #1135, see supplemental.

15.6.3 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 (1½) their regular rate for all hours worked, whichever is greater.

15.7 Overtime:

All employees who meet FLSA standards *and* the State of Washington required salary threshold will be defined as overtime exempt and will not be eligible to earn overtime. All other employees 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 (1½) 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 worked performed in excess of their regular shift length; unless a 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 worked performed in excess of thirty-seven and one-half (37½) or forty (40) hours in any work week; Juvenile Correction Officers please refer to the Local 492-J Supplemental Agreement for Overtime Eligibility.

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

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

15.8 Comp Time:

15.8.1 See supplementals.

15.8.2 The department shall post cumulative comp time earned monthly.

15.8.3 The above provisions shall apply unless addressed in individual supplements.

15.9 Longevity: Detention Cooks, who as of January 1, 2023 who have earned the service enhancement pay, will continue to receive the service enhancement pay as outlined in the Local 492-FC supplemental agreement dated (January 1, 2018-December 31, 2020) for the duration of their employment. If a Detention Cook moves out of the position or separates from employment, they will no longer receive this service enhancement pay, even if later re-employed in the position.

A monthly longevity bonus will be paid to an employee, in addition to employee's 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 Out of Class Pay: See Supplemental Agreements.

15.11 Step Increase Process:

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

15.12 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered. All employees will be paid by Direct Deposit

15.12.1 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.

15.12.2 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 Seniority

Seniority shall be defined as follows:

16.1.1 Classification Seniority – total length of unbroken time spent in bargaining unit classification

16.1.2 Department Seniority – total length of unbroken time spent in a department, in a bargaining unit position(s)

16.1.3 Bargaining Unit Seniority – Total length of unbroken service within a bargaining unit position(s).

16.1.4 County Seniority – total length of unbroken time of service within Spokane County

16.1.5 District Seniority – total length of unbroken time of service within a service district. This type of seniority shall only apply to 1135 members and is further defined in the 1135 supplemental agreement.

16.2 Computing Seniority

For the purpose of computing seniority, all authorized leaves, except leaves of absence(s) granted during their probationary period and any voluntary, unpaid leave of absence, 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 except for such period of layoff.

16.3 Loss of Seniority

An employee's earned seniority and regular employee status shall be lost for any of the following reasons:

- Discharge or resignation of the employee;
- Inability to return to work after one (1) year of absence due to medical reasons, except for on-the-job injuries. Time frames may be extended by mutual agreement of the parties;
- Failure to report for work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension;
- Temporary layoff exceeding a twenty-four (24) month period;
- Failure to report, when on layoff, after being recalled

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. Oral reprimands may be appealed to the HR Director. The decision of the HR Director shall be final and binding. The decision is not appealable. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action. Suspensions will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the suspension.
- 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). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;
 - 17.2.4 Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) work day 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.
- 17.4** The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.
- 17.5 Suspension/Termination:**
- 17.5.1 The Employer shall not suspend/terminate any employee without just cause.

17.5.2 In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.

17.5.3 Any employee found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

17.5.4 In cases of suspension the following shall apply:

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

17.6 Severe Offenses:

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

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

17.6.2 Physical altercation or threat of physical violence;

17.6.3 Willfully damaging County property or other employees' property;

17.6.4 Falsifying records or documents.

17.6.5 Abandonment - When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing (See Article 17.5.2).

17.7 Removal of Documents

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a

regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

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

ARTICLE 18 - GRIEVANCE PROCEDURE

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

18.1.2 Grievances will be submitted to the Employees immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form. 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 grievance shall be recognized as being moved 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 and/or Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five (5) working days from the date of such discussion, the supervisor shall respond in writing to the attendees of the initial meeting.

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. A copy of the grievance shall be submitted to Labor Relations by the Union within five (5) business days of when it was filed with the Elected Official/Department Head. 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 Sr Human Resources Director. Within five (5) working days of receipt of the

complaint, the Sr Human Resources Director will set a date to hear the complaint. The Sr Human Resources Director 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 Sr Human Resources Director is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

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

18.5 Arbitration:

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

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:

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 three hundred sixty five (365) calendar days prior to the date the claim was first filed in writing. This provision shall not apply to arbitrator's decisions regarding suspensions or discharges.

ARTICLE 19 – PROMOTIONS/VACANCIES/LATERAL TRANSFERS/PROBATION

19.1 Bid Rights:

When a Master Contract vacancy occurs, the position will be posted on the County's website. All departments will be sent a summary of all open positions on a regular basis. Departments may place this summary in a place(s) that all employees have access to.

19.1.1 The vacancy will be posted for a minimum of five (5) working days. All AFSCME Master Contract members who submit an electronic application by the closing date and who meet the minimum requirements will be considered in the following order:

19.1.2 Referral List #1:

- First consideration – Members of the Bargaining Unit within the Department;
- Second consideration – Members of the Bargaining Unit;
- Third consideration – Members of the Master Contract Locals.

19.1.3 The order of consideration will be defined on the recruitment posting.

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.

During the new hire probation period an employee may be transferred, laid-off or terminated at the discretion of the Employer.

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.

Employees who promote during their new hire probation period shall be eligible to revert back to their former position within sixty (60) days if their former position 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 sixty (60) calendar days following the effective date of their promotion or lateral transfers. This period may be extended to account for any unpaid leave of absence taken by the employee during this time period.

During their promotional review period, employees shall be eligible to revert back to their former position within sixty (60) calendar days by request of either the employee and/or their immediate supervisor.

ARTICLE 20 - LAYOFFS

Refer to individual supplements for layoff, bumping and recall procedures.

If a person is rehired (either recalled or rehired) to County employment within eighteen (18) months of his/her layoff date, the County will reinstate the following benefits:

The employee's sick leave will be reinstated at the balance recorded at the time of his/her date of separation due to layoff.

If the employee had a previous parking slot on the County campus, he/she will go back on the parking waiting list and the County will use their original hire date, not the rehire date, to determine his/her parking eligibility.

Any employee whose employment is terminated by a reduction in force (RIF) with less than five (5) years of service, and who is rehired to County employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.

Any employee whose employment is terminated by a reduction in force (RIF) after five (5) or more years of service, and who is rehired to County employment within three (3) years of such a termination, may combine their original length of service with that after their rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.

Any employee whose employment is terminated by a reduction in force (RIF) and who is rehired to County employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after their rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their longevity pay eligibility.

Any employee who is eligible for medical and/or dental benefits, whose employment is terminated by a reduction in force (RIF), and who is rehired to County employment within eighteen (18) months of his/her date of layoff, will not have to serve the full medical and/or dental waiting period again (which is 90 days effective the first of the following month). However if the employee did not complete his/her initial waiting period prior to their date of layoff, they will now have to serve this full 90-day effective the first of the following month waiting period to be eligible for their medical and/or dental benefits.

If the employee had medical and/or dental benefits in effect prior to their layoff date, specifically, if the laid-off employee is rehired between the first and the 15 of the month, his/her medical and/or dental benefits will commence the first of the following month. For example: The laid-off employee is rehired April 5, their benefits would commence effective May 1. However, if the laid-off employee is rehired between the 16 and the end of the month, his/her medical and/or dental benefits will commence the first of the month preceding a full month of employment. For example: The laid-off employee is rehired April 27, their benefits would commence effective June 1

ARTICLE 21- INFORMATION REQUESTS

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

ARTICLE 22 - GENERAL CONDITIONS

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

22.2 Personnel Files:

21.2.1 Maintenance: One (1) personnel file shall be maintained and located at the Human Resources Department.. 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).

22.3 Uniforms and Protective Clothing:

If any employee is required to wear a 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.

22.5 Safety Shoe Policy: See supplemental agreements.

22.6 Personal Property:

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 the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions.

22.8 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. Extra Help employees shall not supplant the work force.

22.9 The County recognizes the integrity of the Local Bargaining units is of significant concern to the Union. Non-bargaining unit employees shall not normally be assigned nor do bargaining unit work and will not be used to replace bargaining unit employees. Non-bargaining unit employees may be utilized to perform bargaining unit work for the purpose of instruction, efficiency**, relieving employees for short periods of time, or in emergency situations.

If there is a need that is anticipated to last thirty (30) minutes or longer, the County also agrees to exhaust its options outlined in this agreement and/or supplemental agreement before using non-bargaining unit employees to complete bargaining unit work.

The hiring and usage of Seasonal and Extra Help employees shall not be limited by this provision.

***The County's intent is to allow for continued operations/services in the absence of bargaining unit member(s). Some examples of when this may occur are, but not limited to:*

- *A supervisor stepping in to help alleviate long lines when all other Clerks are working.*
- *Moving a piece of equipment*
- *Completing regulatory paperwork*

ARTICLE 23 - LOCKOUTS AND STRIKES

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

23.2 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 24 - AUTHORIZED AGENTS

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

24.1 The County's principle authorized representative shall be the County Employee & Labor Relations Manager or his/her duly authorized representative (Address: 824 North Adams, 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.

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

ARTICLE 25 - SAVINGS CLAUSE

25.1 For the purposes of this Section, the Agreement shall consist of the Master Contract and all Supplemental Agreements reached pursuant to this contract.

25.2 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 the Master Contract.

ARTICLE 26 - 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 or individual supplements and subject to all its provisions. All supplementals/side agreements will be coordinated through the authorized Representative of the County and Council #2 as designated in Article #24, the affected Department Head/Elected Official, and the Local President, to ensure consistency and continuity.

ARTICLE 27 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES

- 27.1 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.
- 27.2** The parties agree that they will begin interest based bargaining/negotiations at least four (4) months prior to the termination of the Agreement and will meet and negotiate from time to time within the four (4) month period immediately preceding the termination date of this collective bargaining Agreement for a succeeding period.

Signature Page

MASTER AGREEMENT between SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS; SPOKANE COUNTY ASSESSOR; SPOKANE COUNTY AUDITOR; SPOKANE COUNTY CLERK; SPOKANE COUNTY TREASURER; SPOKANE COUNTY PROSECUTOR SUPPORT STAFF; and LOCALS 1135, 492-J, & 1553 OF WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, JANUARY 1, 2021, THROUGH DECEMBER 31, 2024.

FOR THE UNIONS:

FOR THE EMPLOYERS:

President, Local #1553

Josh Kerns, Commissioner

President, Local #1135

Mary L. Kuney, Commissioner

President, Local #492-J

Al French, Commissioner

Greg Beeman
Staff Representative, Council 2

Timothy Fitzgerald
Spokane County Clerk

Vicki Dalton
Spokane County Auditor

Tom Konis
Spokane County Assessor

Mike Baumgartner
Spokane County Treasurer

Larry H. Haskell
Spokane County Prosecutor

Ashley Cameron
Sr Human Resource Director

Joshua Groat
Employee & Labor Relations Manager

Appendix “1” - CLASSIFICATIONS AND PAYGRADES

Old Title	New Job Title	New Grade
Accountant	Accountant 1	210
Accounting Technician 2	Accounting Technician 1	150
Accounting Technician 3	Accounting Technician 2	180
Accounting Technician 4	Accounting Technician 2	180
Animal Protection Officer	Animal Protection Officer	190
Animal Services Rep	Animal Services Representative	120
Appraisal Support Specialist	Appraisal Support Specialist	130
Associate Planner 1	Planner 1, Associate	210
Associate Planner 2	Planner 2, Associate	240
Autopsy Assistant	Autopsy Assistant	180
BH Customer Care Rep	Administrative Support Specialist 2	120
Bldg & Plann Plans Examiner 2	Plans Examiner 2	200
Bldg & Plann Plans Examiner 3	Plans Examiner 3	230
Bldg & Plann Project Coord 1	Building and Planning Project Coordinator 2	210
Bldg & Planning Sr Svc Coord	Building and Planning Services Coordinator 3	180
Bldg & Planning Svcs Coord 2	Building and Planning Services Coordinator 2	150
Bridge Carpenter	Bridge Carpenter	200
Building & Planning Coord	Building and Planning Services Coordinator 2	150
Building Inspector 1	Building Inspector 1	180
Building Inspector 2	Building Inspector 2	200
Buyer 2	Buyer 1	190
Buyer 3	Buyer 2	200
Case Management Specialist	Case Management Specialist	190
Comm Appraiser	Appraiser, Commercial	220
Community Devel Spec 2	Community Development Specialist 2	210
Community Devel Spec 3	Community Development Specialist 3	240
Computer App Spec 3	Computer Application Specialist 3	230
Contract and Compliance Spec	Contract and Compliance Spec	240
Court Clerk	Court Clerk	170
Court Process Clerk	Court Process Clerk	150
Criminal Defense Investigator	Criminal Defense Investigator	220
CSHCD Data Info Analyst	CSHCD Data Info Analyst	280
CSHCD DEV DIS (DD) PRG SP	Program Planner/Evaluator	240
CSHCD Sr. Data Info Analyst	Data Systems Analyst 2	300
Data Qual Assur Analyst 1	Data Quality Assurance Analyst	230
Deputy Medical Investigator	Medical Investigator, Deputy	210
Detention - Accounting Tech 4	Accounting Technician 2	180

Detention - Case Manager	Detention - Case Manager	200
Detention - Cook	Cook	140
Detention - Shop Worker	Mechanic	200
Detention - Sr Tech Assistant	Technical Assistant 3	160
Detention - Staff Assistant	Administrative Assistant	210
Detention - Tech Assistant	Technical Assistant 2	150
Diversion Case Manager	Diversion Case Manager	200
Education Program Specialist	Education Program Specialist	160
Election/Voter Services Tech	Election/Voter Services Technician 1	130
Event Maintenance Coordinator	Event Maintenance Coordinator	190
GIS and Mapping Specialist	GIS and Mapping Specialist	240
Golf Course Maint Specialist	Maintenance Technician 2	160
Housing & Comm Supp Spec 2	Housing and Community Support Specialist 2	220
Housing & Comm Support Spec	Housing and Community Support Specialist 1	190
Industrial Appraiser	Appraiser, Industrial	240
IT Analyst Programmer 2	IT Analyst Programmer 2	240
IT Analyst Programmer 3	IT Analyst Programmer 3	270
IT Systems Administrator	IT Systems Administrator 1	270
IT Systems Admin-SR	IT Systems Administrator 2	290
IT Technical Support Spec-SR	IT Technical Support Specialist 2	220
Juvenile Corrections Officer	Juvenile Corrections Officer	180
Juvenile Ct Mental Health Prof	Mental Health Professional	260
Legal Office Assistant 1	Legal Secretary 1	130
Legal Office Assistant 2	Legal Secretary 1	130
Legal Secretary	Legal Secretary 2	160
Levy Specialist	Levy Specialist	210
Liability Claims Adjuster	Liability Claims Adjuster	190
License Spec Field Liaison	License Specialist Field Liaison	190
License Specialist	License Specialist	150
License Specialist - Lead	License Specialist, Lead	160
Licensed Veterinary Technician	Licensed Veterinary Technician	160
Loss Control Specialist	Loss Control Specialist	190
Mail Clerk	Mail Clerk	100
Maintenance Worker 2	Maintenance Technician 1	120
Office Assistant 3	Administrative Support Specialist 1	100
Office Assistant 4	Administrative Support Specialist 3	150
Paralegal 2	Paralegal 2	200
Park Education Aide - Seasonal	Park Education Aide - Seasonal	130
Park Oper Lead Equip Mechanic	Mechanic	200
Park Oper Maint Worker	Maintenance Technician 2	160
Park Operations Trades Spec	Maintenance Technician 3	200

Park Ranger	Park Ranger	200
Parts Assistant/Pickup Driver	Parts Assistant/Pickup Driver	150
Parts Issuer	Parts Issuer 1	180
Parts Lead Worker	Parts Issuer 2	190
Payment Control Technician	Payment Control Technician	190
Peer Support Specialist	Peer Support Specialist	160
Personal Property Evaluator	Personal Property Evaluator	150
Pretrial Service Officer	Pretrial Services Officer 1	200
Pretrial Svc Mntl Health Prof	Mental Health Professional	260
Pretrial Svc Officer - Senior	Pretrial Services Officer 2	240
Principal Planner	Planner, Principal	280
Probation Counselor 1	Probation Counselor 1	220
Probation Officer 1	Probation Officer 1	220
Probation Services Specialist	Probation Services Specialist	160
Property Records Tech	Property Records Specialist	150
Recording Specialist	Recording Specialist 1	120
Recording Specialist, Senior	Recording Specialist 2	150
Registered Nurse	Registered Nurse	280
Residential Appraiser	Appraiser, Residential	180
Residential Appraiser Trainee	Residential Appraiser Trainee	110
Road Maintenance Specialist	Road Maintenance Specialist	200
Secretary 2	Administrative Support Specialist 3	150
Security Coordinator	Security Coordinator	260
Seg & Mapping Tech 1	Segregation and Mapping Technician 1	190
Seg & Mapping Tech 2	Segregation and Mapping Technician 2	200
Senior Accountant	Accountant 2	240
Senior Building Technician	Building Code Specialist	250
Senior Inspector	Building Inspector 3	240
Shelter Technician	Shelter Technician 1	100
Shelter Technician, Senior	Shelter Technician 2	130
Shop Clerk	Shop Clerk	130
Shop Clerk Lead Worker	Shop Clerk Lead Worker	190
Shop Worker - Tire Person	Mechanic	200
Shop Worker - Welder	Mechanic/Welder	200
Shop Wrkr - Motor Pool - ER&R	Mechanic	200
Shop Wrkr-Lt Truck & Car Mech	Mechanic	200
Shop Wrkr-Truck & Equip Mech	Mechanic	200
Staff Assistant 2	Executive Assistant	230
Telecommunication Specialist	Telecommunication Specialist 1	200
Trades Specialist 2	Maintenance Technician 2	160
Treasury Control Officer	Treasury Control Officer	200
Treasury Specialist	Treasury Specialist 1	150
Treasury Specialist, Senior	Treasury Specialist 2	180

Veteran Services Officer	Veteran Services Officer	190
Victim/Witness Program Spec	Victim/Witness Program Specialist	160
Workers Comp Claim Adjudicator	Workers Compensation Claim Adjudicator	210

Appendix “2” - WAGE 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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	\$ 47.17	\$ 48.51	\$ 49.89	\$ 51.31	\$ 52.77	\$ 54.27	\$ 55.81	\$ 57.40
	Ratification (3%)	\$ 42.23	\$ 43.44	\$ 44.67	\$ 45.94	\$ 47.25	\$ 48.59	\$ 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	\$ 50.03	\$ 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	\$ 51.57	\$ 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 (3%)	\$ 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 (3%)	\$ 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 (3%)	\$ 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
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 (3%)	\$ 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 “3” - SHARED LEAVE

1. General:

1.1 Occasionally County employees or their spouse/dependent(s) or other immediate family members contract a catastrophic, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or requiring the presence of the employee, whereby the employee exhausts his/her leave balances. The immediate family shall be defined as: A spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a more distant relative if living as a member of the employee’s immediate family. Often co-workers who have substantial leave balances wish to donate some of their leave to these employees. Leave sharing is the mechanism to accommodate both groups.

1.2 This policy is divided into the following sections:

- Section 1 - General
- Section 2 - Statement of Policy
- Section 3 - Eligibility to Receive Shared Leave
- Section 4 - Leave Transference Process
- Section 5 - Donating Leave
- Section 6 - Administration

2. Statement of Policy:

2.1 It is the policy of the County to permit employees (represented and non-represented) to donate vacation time to a co-worker who is suffering from a non-job related, life threatening, severe or extraordinary illness or sustains a disabling injury preventing an employee from performing their job duties, or who has an immediate family member (see 1.1) requiring the presence of the employee, who is suffering from a catastrophic, life threatening, severe or extraordinary illness, injury or other impairment as determined by the treating physician, and is out of vacation time and sick leave and who will immediately go on leave without pay or terminate employment.

3. Eligibility to Receive Shared Leave:

3.1 An employee may receive leave under this program if the employee meets the criteria under 2.1.

3.2 Requests to receive leave sharing benefit shall be submitted to the Director of Human Resources Department. The Human Resources Director or designee may approve the request or convene a committee comprised of one (1) employee from the Human Resources Department, one (1) management employee and one (1) non-management employee from another department, one (1) employee representing that employee’s local **if** applicable and, as a non-voting member, the County Occupational

Health Nurses. Each Union shall provide the County with the name of their designated representative and alternate. The committee members will be appointed by the Human Resources Director and will serve for a one (1) year term in order to provide consistency in the decision-making process. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

- 3.3 An employee must have exhausted his or her sick leave and vacation time before receiving shared leave. The manner in which the employee exhausted his or her sick leave or vacation time shall not effect his or her eligibility to receive Shared Leave, however, any employee who, within the twelve (12) months immediately preceding the request, is at step 5 of the Sick Leave Review process, as documented, will not be eligible to receive Shared Leave.
- 3.4 An employee receiving the leave sharing benefit shall receive no more than a total of 2,000 hours of such leave during the course of his or her employment with the Count
- 3.5 The employee's position must be one in which vacation and sick leave can be accrued and used.
- 3.6 The employee must be eligible to use vacation time and sick leave time.
- 3.7 The committee shall also approve leave sharing benefits for "after care" needs as prescribed by the attending physician.

4. Leave Transference Process:

- 4.1 An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from the treating physician verifying the condition and expected duration. A union representative or any other person may submit the request on behalf of the employee.
- 4.2 The Human Resources Department will, after the request is approved, notify the employee's department head and request the department head to communicate the employee's eligibility for leave sharing to other employees in that department. Employees may request that the department head communicate the status with other departments.
- 4.3 There shall be no retroactive applications of donated leave.

5. Donating Leave:

- 5.1 Employees wishing to donate leave shall send the Donation of Vacation form to the Human Resources Department for processing.
- 5.2 All leave donated under the leave sharing program shall be in thirty (30) minute increments. No difference will be made between the salary level of the donor and the recipient. The minimum amount of time for donation is four (4) hours.
- 5.3 An employee may donate to an individual(s) a maximum of eighty (80) hours vacation time in a calendar year. The County will accept all donated leave but will provide donated time to the recipient as needed, but not to exceed one (1) pay period at any one time. Additional time will be awarded per pay period as needed until all donations have been used or Shared Leave is no longer needed. In the event additional Shared Leave is still needed additional requests will be made. Unused donations will be returned to the donor. Donated leave shall be retained until any prescribed after care program is completed, or bereavement needs are met not to exceed three (3) days, five (5) days if out of the immediate area. All donations will be entered as sick leave in the recipient's account.
- 5.4 Donations of vacation time may not bring the donor's vacation balance below forty (40) hours.
- 5.5 All donations of leave shall be strictly voluntary and confidential and shall be done on the Donation of Vacation form, a copy of which is attached. The donor shall designate the recipient.
- 5.6 No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.

6. Administration:

The Human Resources Department shall administer the Leave Sharing Program.

7. Long Term Disability:

- 7.1 At the time Shared Leave is requested, Long Term Disability must be requested concurrently if the reason for Shared Leave is for an employee's personal medical condition and Shared Leave, when initially requested, will be for 90 days or more.
- 7.2 Long Term Disability must be applied for at the time requests for extensions of Shared Leave will, when combined, total 90 days or more.
- 7.3 The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness or receiving long term disability payments.

- 7.4 In the event Long Term Disability is denied, Shared Leave may continue in accordance with the terms of the plan.
- 7.5 In no event shall an employee receive more money than what they would receive if they had been working by combination of any benefit plans.
- 7.6 The employee must provide timely information and periodic medical verification necessary for the processing of the LTD application and continuation of eligibility to receive Shared Leave. Failure to do so could result in the discontinuation of Shared Leave payments.

Appendix “4” - CLASSIFICATION/REORGANIZATION

The Employers agree to follow the Spokane County Classification Plan as referenced below in the following articles and the Salary Range Table as found in Appendix 1.

15.3 Positions and Classification Specifications:

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

15.3.2 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 Appendixes 1-4. Different positions within a classification may use different selection factors and recruitment processes.

15.3.3 If the County makes updates to a classification specification, the County will provide the Union fourteen (14) days notice prior to the implementation of the revised specification. The Union will have fourteen (14) days from receipt of the notice to discuss the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement.

15.3.4 Out of Class Pay: See Supplemental Agreements for out of class pay for temporary out of class assignments.

15.3.5.1 Out of class pay will not be authorized in any case if there is no position in the department/division in the classification for which out of class pay is being requested.

15.3.5.2 An employee who has been assigned by management or their immediate Supervisor to perform the essential duties of a higher job classification for more than one-half ($\frac{1}{2}$) of a day and requests out-of-class pay on his/her time card shall be paid for all such work at the higher rate of pay. Written/verbal approval shall be obtained from management or the immediate supervisor prior to working out of class and shall be signed off on the employee's timecard.

15.3.5.3 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary but is expected to exceed six (6) months, out of class assignments will be offered to employees based on seniority and ability. If no employee wants the assignment, management will assign the work in inverse order

of seniority. It will be made clear to those performing the work that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, un-interrupted and will continue to accrue during the time of the temporary assignment.

15.3.5.5 If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

15.3.6 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 to review up to twelve (12) individual Master Contract covered 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 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 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.

15.3.7 Wage/Range Adjustments for Existing Classifications: In the event there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing, the Department, or Human Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary even when there is no significant change in duties and responsibilities or there is no nine month

out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the salary and the impact of the adjustment on the affected employees.

15.3.8 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 (1)).

15.3.10 Starting Rate Upon Initial Employment:

- Advance step placement of new hires & employees who are promoted may surpass current employees' step placement in that classification only after the following have been considered:
 - A. Work History – the candidate has performed the work either as a long-term intern or in a like-kind position.
 - B. Recruitment Difficulties – the scarcity of qualified applicants, number of rejected job offers and the turnover rate for a position. An individual who possesses skills difficult to find in the labor market may be in higher demand and therefore may warrant consideration for advance step placement.
 - C. Department Budget – the requesting department must demonstrate their ability to pay the salary of the advance step placement. The placement must not result in additional budgetary impacts within the department.
 - D. Existing Employees – the candidate's work history and skill shall be compared to current employees in the same classification whose wages would be surpassed by the candidate.
- The decision of advance step placement shall be at the Senior HR Director or designee's discretion and that decision shall be final and binding. Such decisions shall not be subject to the grievance process.
- The Senior HR Director or designee shall notify the Union Business Representative of the Department's advance step placement when received and notify the Union Business Representative when a decision on the request has been made.

15.3.11 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 MINIMUM OF 5% 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. If the promotion is a result of a competitive recruitment for a new or vacant position, the employee will receive a one-step increase six (6) months after the effective date of beginning the new job assignment. Subsequent step increases shall be at twelve (12) month intervals, in two-step increments, until the top step is achieved.

15.3.12 Pay Rate Upon Reclassification:

15.3.12.1 Reclassification to a higher 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 placed at the lowest step in the new range that provides at least a 5%, 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. The employee will receive a step increase twelve (12) months after the effective date of the reclassification. Subsequent step increases shall be at twelve (12) month intervals until the top step is achieved.

15.3.12.2 Reclassification to a lower classification:

If an individual position 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.

15.3.13 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%). Further, the affected employees shall retain their current step date unless otherwise negotiated and agreed to in writing.

- Wage adjustment does not result in a change in steps
- Promotion – adjustment of step at six months and then annually after the step increase
- Reclassification – step increase after one year from effective date then annually

15.3.14 Pay Rate Upon Demotion or Reduction:

15.3.14.1 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. Upon demotion, the existing anniversary date shall be eliminated and the date of such demotion shall be used to calculate the new anniversary date.

15.3.14.2 An employee who returns to their former classification during their probationary period following promotion shall be placed at the same step they held prior to the promotion and 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.

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

15.3.15 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 to receive the same rate of pay as before the transfer and retain their current step increase date.

15.3.16 Adjustments to the Anniversary Date (Step Adjustment Date): The anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

15.3.16.1 If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.

15.3.16.2 When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be adjusted in accordance with County policies and procedures in effect on August 9, 2004.

15.3.16.3 When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.

15.3.16.4 Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.

15.3.16.5 Step dates and longevity dates shall not be adjusted for paid leave.

Appendix “5”- Seven Tests of Just Cause

1. **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?

2. **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.

3. **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~~ **Human Resources or Risk Management**? If you suspect misappropriation of ~~University~~ **County's** resources, you should immediately contact **Risk Management and/or your HR point of 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.

4. **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?

5. **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.

6. **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.)

7. **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 work flow 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)?

APPENDIX “6” – NORMAL (LAG) PAY

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

Examples of how lag pay may be implemented:

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

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

1. The ability to do a one-time cash out of accrued Vacation/~~PTO~~ or Comp time up to forty (40) hours.
2. Ability to take out a 0% interest loan out that will be repaid during the course of their employment or upon separation.
3. 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.

**MASTER COALITION LETTER OF UNDERSTANDING - Regarding Ratification
Compensation:**

If the membership approves this agreement on, or before, October 31, 2022, all Master Coalition employees who are employed as of October 31, 2022, or the final date of the membership vote, will receive a one-time payment of one-thousand two hundred, fifty (\$1,250.00) dollars. In addition, all wage changes will be effective October 1, 2022. This compensation shall be provided to the employees within two (2) pay periods of the Board of County Commissioners final approval of the agreement.