



**BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION  
STATE OF WASHINGTON**

Tiffany Osborn

Petitioner/Complainant/Filing Party

v.

AFSCME Council 2

Respondent/Responding Party

Case Number 133051-U-20

**CERTIFICATE OF SERVICE**

I certify that I served a copy of this (*title of document*) Amended Unfair Labor Practice Complaint  
on all parties or their counsel of record on (*date*) Oct 14, 2020

To:	Name	Tim Hansen		
	Organization	Spokane County	<input checked="" type="checkbox"/> E-mail	<input checked="" type="checkbox"/> First Class U.S. Mail
	Address	824 N Adams	<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	City, State, ZIP	Spokane WA 99260	<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	Email	tchansen@spokanecounty.org		
Fax				
To:	Name	Chris Dugovich		
	Organization	AFSCME Council 2	<input checked="" type="checkbox"/> E-mail	<input checked="" type="checkbox"/> First Class U.S. Mail
	Address	PO Box 750	<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	City, State, ZIP	Everett WA 98206	<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	Email	c2everett@council2.com		
Fax				
To:	Name			
	Organization		<input type="checkbox"/> E-mail	<input type="checkbox"/> First Class U.S. Mail
	Address		<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	City, State, ZIP		<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	Email			
Fax				

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date signed and submitted Oct 14, 2020

Print Name Sydney Phillips

Signature s/ Sydney Phillips



1  
2  
3  
4  
5  
6 **STATE OF WASHINGTON**  
7 **PUBLIC EMPLOYMENT RELATIONS COMMISSION**

8 TIFFANY OSBORN,

9 *Complainant-Employee,*

10 v.

11 WASHINGTON STATE COUNCIL OF  
12 COUNTY AND CITY EMPLOYEES,  
13 AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 2

14 *Respondent-Union.*

No. 133051-U-20

**AMENDED UNFAIR LABOR PRACTICE  
COMPLAINT OF TIFFANY OSBORN**

15  
16 **I. INTRODUCTION**

17 Tiffany Osborn (hereinafter, “Ms. Osborn”) brings this unfair labor practice complaint  
18 against the Washington State Council of County and City Employees/American Federation of  
19 State, County and Municipal Employees Council 2, Local 1553 (“Council 2”) for violating her  
20 rights under the Public Employees Collective Bargaining Act (“PECBA”), Chapter 41.56 RCW.  
21 Specifically, Council 2 has committed an unfair labor practice under RCW 41.56.150(1) by  
22 interfering with Ms. Osborn’s exercise of her right to refrain from union activity and to revoke  
23 authorization for the payroll deduction of union dues.  
24

## II. COMPLAINT

### 1. Parties:

1.1. **Complainant:** Tiffany Osborn. [REDACTED]

[REDACTED] Ms. Osborn may be contacted through counsel, attorney Sydney Phillips, WSBA #54295, P.O. Box 552, Olympia, WA, 98507. (360) 956-3482, [sphillips@freedomfoundation.com](mailto:sphillips@freedomfoundation.com).

1.2. **Employer:** Ms. Osborn's employer is Spokane County, 1116 W Broadway Avenue, Spokane, WA 99260. Spokane County's point of contact is Tim Hansen, Human Resources Director. 824 N Adams, Spokane, WA, 99260. (509) 477-2122. [tchansen@spokanecounty.org](mailto:tchansen@spokanecounty.org).

1.3. **Union:** Ms. Osborn brings this complaint against the Washington State Council of County and City Employees - American Federation of State, County and Municipal Employees, Council 2, located at 3305 Oakes Avenue, P.O. Box 750, Everett, WA 98201. (425) 303-8818. Its principal representative is Chris Dugovich, President/Executive Director, who may be contacted at 3305 Oakes Avenue, P.O. Box 750, Everett, WA, 98206. (425) 303-8818. [c2everett@council2.com](mailto:c2everett@council2.com).

2. **Facts:** Council 2 violated Ms. Osborn's PECBA rights by interfering with her exercise of her right to refrain from the association with a labor organization – specifically, by threatening to “institute charges for non-members who ask for union representation under the collective bargaining agreement.” Council 2 interfered with Ms. Osborn's right to refrain, by threatening to violate the duty of fair representation it owes to Ms. Osborn, as an inducement for Ms. Osborn to remain a union member.

1 2.1. Ms. Osborn is a pretrial services officer employed by Spokane County's Office of  
2 Pretrial Services. Ms. Osborn has been a Spokane County employee since 2007.

3 2.2. As such, Ms. Osborn is represented for the purposes of collective bargaining by  
4 Council 2, Local 1553. *See* Collective Bargaining Agreement ("CBA"),  
5 **Attachment A**, at pp. 5-6.

6 2.3. In July 2020, Ms. Osborn contacted Council 2 and invoked her First Amendment  
7 right, as recognized by the U.S. Supreme Court in *Janus v. AFSCME*, 138 S.Ct.  
8 2448 (2018), to cease the deduction of union dues from her wages.

9 2.4. In reply, Ms. Osborn received a letter from Josh Marburger of Council 2 dated July  
10 31, 2020, stating:

11 "This letter is written to acknowledge receipt of your request to become a  
12 non-member. Based upon your request your membership is hereby  
13 terminated...Naturally we are disappointed that you have made this  
14 decision and would hope that you would reconsider. Without a strong union,  
15 your wages and benefits will suffer...**It should also be noted that the  
Union may institute charges for non-members who ask for union  
representation under the collective bargaining agreement.** It may make  
more sense to continue your membership." (emphasis in original).

16 *See Attachment B.*

17 2.5. Council 2 has a duty under the PECBA and the CBA to provide union  
18 representation to all employees, regardless of membership status. *See* RCW  
19 41.56.080, *see also Attachment A*, at pp. 26-30.

20 2.6. Council 2 does not charge, or threaten to charge, its members for representational  
21 services provided in its capacity as employees' exclusive bargaining representative  
22 for purposes of the PECBA, or the CBA.

23 2.7. Council 2's letter to Ms. Osborn was sent within the six months preceding the filing  
24 of this complaint, which is timely under RCW 41.56.160.

1       3. **Person filing:** This complaint is being filed by counsel for Tiffany Osborn by attorney  
2 Sydney Phillips, whose signature is below.

3       4. **Parties' relationship:**

4           4.1. Employer's principle business: Spokane County is a local government agency which  
5 serves all the residents of Spokane County, employing over 2,000 individuals to help  
6 meet the public needs of the 485,000 County residents.

7           4.2. Employer department in which the dispute arises: Office of Pre-Trial Services.

8           4.3. Parties' contractual relationship:

9               4.3.1. Ms. Osborn is covered by the CBA entered between Spokane County and  
10 Council 2, previously attached as **Attachment A**.

11          4.4. Grievance proceedings: No grievance proceedings has been filed.

12          4.5. Ms. Osborn, as a Pre-Trial Services Officer, is represented by Local 1553 pursuant to  
13 the relevant CBA. Ms. Osborn's bargaining unit contains approximately 485  
14 employees.

15                   **III. APPLICABLE STATUTES AND DECISIONS**

16       5. RCW 41.56.150(1) provides that it is an unfair labor practice for a bargaining  
17 representative to "interfere with, restrain, or coerce public employees in the exercise of their rights  
18 guaranteed by this chapter...".

19       6. PERC has held that a union commits an interference unfair labor practice in violation of  
20 RCW 41.56.150(1) "...when an employee could reasonably perceive [its] actions as a threat of  
21 reprisal or force or promise of benefit associated with" the exercise of rights guaranteed under the  
22 PECBA. *City of Moses Lake*, Decision 12996 (PECB, 2019), *citing King County*, Decision 8630-  
23 A (PECB, 2005).

1       7. RCW 41.56.010 provides that the purpose of the PECBA is to “[provide] a uniform basis  
2 for implementing the right of public employees to join labor organizations of their own choosing  
3 and to be represented by such organizations in matters concerning their employment relations with  
4 public employers.”

5       8. PERC has been tasked by the legislature with promoting uniformity in the “adjustment and  
6 settlement of complaints, grievances, and disputes arising out of employer-employee relations...”  
7 RCW 41.58.005; *see also Shoreline Community College*, Decision 9094-A (PSRA, 2006).

8       9. Many collective bargaining statutes under PERC’s jurisdiction explicitly protect the right  
9 of public employees to refrain from forming, joining or assisting unions, including RCW  
10 28B.52.025, RCW 41.59.060 and RCW 41.80.050.

11       10. PERC has recognized that Chapter 41.56 RCW protects employees’ right to refrain from  
12 union activity. “RCW 41.56 protects the right to refrain from, or to oppose, union activity.” *King*  
13 *County*, Decision 9692 (PECB, 2007). “RCW 41.56.040 and 41.56.140(1) also protect the free  
14 exercise by public employees of their right to dissent from union actions...RCW 41.56.070  
15 implements the right of employees to refrain from or to oppose union activity.” *King County*,  
16 Decision 7819 (PECB, 2002). Employees have the “right to refrain from any or all union  
17 activities.” *City of Seattle* (IATSE, Local 15), Decision 7278 (PECB, 2001). “...RCW 41.56.040,  
18 .080, and .100 grant the rights to...refrain from union activities.” *City of Vancouver*, Decision  
19 6732 (PECB, 1999). “...[T]he right to refrain from union activity can be extrapolated from the  
20 PECBA.” *Port of Seattle* (ILWU Local 9), Decision 3064 (PECB, 1988).

21       11. RCW 41.56.110(3) provides employees with a right and process to “revoke authorization  
22 for payroll deductions” of union dues/fees.

1 12. Even before adoption of the present version of RCW 41.56.110(3) in 2019, PERC  
2 recognized that the PECBA protects employees' right to refrain from authorizing union dues  
3 deductions. "The right of employees to 'authorize' is inherently accompanied by the right to refrain  
4 from authorizing a payroll deduction. An employee covered by Chapter 41.56 RCW cannot be  
5 compelled to utilize payroll deduction, as opposed to making payments by cash or check directly  
6 to the union." *Spokane County*, Decision 4882-A (PECB, 1995).

7 13. RCW 41.56.080 requires that,

8 "The bargaining representative which has been determined to represent a  
9 majority of the employees in a bargaining unit shall be certified by the  
10 commission as the exclusive bargaining representative of, and shall be  
required to represent, all the public employees within the unit without  
regard to membership in said bargaining representative..."

11 (emphasis added).

12 14. PERC has recognized that RCW 41.56.080 imposes a "duty of fair representation" upon  
13 exclusive bargaining representatives in relation to all bargaining unit members. "The obligations  
14 of an exclusive bargaining representative under RCW 41.56.080 may give rise to a 'breach of duty  
15 of fair representation' claim by an employee." *Seattle School District*, Decision 9737 (PECB,  
16 2007). "An organization designated as exclusive bargaining representative under RCW 41.56.080  
17 bears the duty to provide fair representation to all members of the bargaining unit." *Snohomish*  
18 *County*, Decision 9655 (PECB, 2007). "A duty of fair representation grows out of the status held  
19 by a union once it is certified or recognized as 'exclusive bargaining representative' under the  
20 Public Employees' Collective Bargaining Act [RCW 41.56.080]...Membership in a bargaining  
21 unit entitles an employee to union representation." *City of Port Townsend*, Decision 6433-B  
22 (PECB, 2000). "A duty of fair representation arises from the status of 'exclusive bargaining  
23 representative' that is conferred upon a union under RCW 41.56.090. Under that duty, the union  
24



1 must represent fairly the interests of all bargaining unit members during negotiations,  
2 administration, and enforcement of collective bargaining agreements.” *Castle Rock School*  
3 *District*, Decision 4722 (EDUC, 1994).

4 15. A union’s duty of fair representation extends even to those bargaining unit members who  
5 are not members of or who oppose the union. “All bargaining unit members are protected by the  
6 doctrine [of fair representation], even an employee who actively opposes the union or its  
7 leadership. Even those who refuse to become members are covered...” *Castle Rock School*  
8 *District*, Decision 4722 (EDUC, 1994). An exclusive bargaining representative’s “failure to  
9 represent [a bargaining unit member] based at least in part on the circumstance that the employee  
10 involved was not a dues-paying member of the union, clearly [requires] scrutiny of the union’s  
11 actions...” *Mukilteo School District*, Decision 1381 (PECB, 1982), *citing Elma School District*,  
12 Decision 1349 (EDUC, 1982).

13 16. The duty of fair representation requires that, “The costs of negotiations, litigation, and  
14 grievance processing are part of the burden that must be assumed by a union.” *Snohomish County*,  
15 Decision 9655 (PECB, 2007).

#### 16 IV. ALLEGATIONS

17 17. Ms. Osborn no longer wants to be a union member of pay union dues or fees, and has  
18 expressed this to her exclusive bargaining representative. In its response letter of July 31, Council  
19 2 threatened to charge Ms. Osborn, purely on the basis of her union non-membership, for the  
20 representation services it owes her under RCW 41.56.080 and the duty of fair representation as a  
21 member of the bargaining unit. Implicit in its threat to charge her for representational services is  
22 that Council 2 may deny Ms. Osborn representation, should she refuse to pay the union’s charges.  
23 Council 2’s threat to unlawfully deny representation to Ms. Osborn may reasonably be viewed by  
24

1 her and other employees as an interference with her right to refrain from Union membership.  
2 Accordingly, Council 2 committed an interference unfair labor practice in violation of RCW  
3 41.56.150(1).

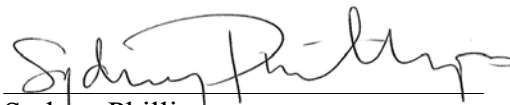
4 18. Additionally, Council 2's letter to Ms. Osborn strongly implied that her "wages and  
5 benefits will suffer" as a result of her decision to resign her membership and revoke authorization  
6 for payroll deduction of union dues. That statement, independently of the foregoing statement,  
7 operates as an illegal threat of reprisal against Ms. Osborn and an interference of the exercise of  
8 her protected rights under the PECBA.

#### 9 **V. REQUESTED REMEDIES**

10 19. Ms. Osborn requests that the Public Employment Relations Commission: (1) Order  
11 Council 2 to apologize in writing to Ms. Osborn for its actions; (2) order Council 2 to cease  
12 threatening to unlawfully withhold from union non-members, or charge them for, workplace  
13 representation; (3) order Council 2 to distribute a notice to all represented employees subject to  
14 Washington state collective bargaining laws that it committed an unfair labor practice by  
15 threatening to unlawfully withhold from union non-members, or charge them for, workplace  
16 representation and committing to refrain from similar threats or actions in the future.

17 RESPECTFULLY SUBMITTED on October 14, 2020.

18  
19 c/o FREEDOM FOUNDATION

20 

21 Sydney Phillips  
22 P.O. Box 552, Olympia, WA 98507  
23 p. 360.956.3482  
24 sphillips@freedomfoundation.com

*Attorney for Tiffany Osborn*

1 **DECLARATION OF SERVICE**

2 I, Jennifer Matheson, hereby declare under penalty of perjury under the laws of the State of  
3 Washington that on October 14, 2020 I caused the foregoing Unfair Labor Practice Complaint to  
4 be filed with the clerk via [filing@perc.wa.gov](mailto:filing@perc.wa.gov) and caused a true and correct copy of the same to  
5 be delivered via email and USPS to the following:

6 Tim Hansen  
7 Human Resources Director  
8 824 N Adams,  
9 Spokane, WA, 99260  
10 (509) 477-2122  
11 [tchansen@spokanecounty.org](mailto:tchansen@spokanecounty.org)

12 Chris Dugovich  
13 President/Executive Director  
14 3305 Oakes Avenue,  
15 P.O. Box 750,  
16 Everett, WA, 98206  
17 (425) 303-8818  
18 [c2everett@council2.com](mailto:c2everett@council2.com)

19 Dated: October 14, 2020 at Olympia, Washington.

20  
21  
22  
23  
24  
By:   
Jennifer Matheson

---

# ATTACHMENT A

MASTER AGREEMENT

between

SPOKANE COUNTY BOARD OF COUNTY  
COMMISSIONERS

SPOKANE COUNTY ASSESSOR

SPOKANE COUNTY AUDITOR

SPOKANE COUNTY CLERK

SPOKANE COUNTY SHERIFF

SPOKANE COUNTY PROSECUTOR

SPOKANE COUNTY TREASURER

SPOKANE COUNTY RISK MANAGEMENT

SPOKANE COUNTY "9-1-1" EMERGENCY  
COMMUNICATIONS

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, 492-RF, 492-SP & 1553

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

**JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**

## TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE 1 - PURPOSE .....	4
ARTICLE 2 - WARRANTY OF AUTHORITY .....	5
ARTICLE 3 PLEDGE AGAINST DISCRIMINATION.....	5
ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNITS.....	5
ARTICLE 5 - UNION SECURITY .....	7
ARTICLE 6 - UNION/MANAGEMENT RELATIONS .....	8
ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS.....	10
ARTICLE 8- HOLIDAYS .....	12
ARTICLE 9 -ANNUAL LEAVE.....	13
ARTICLE 10 - SICK LEAVE.....	14
ARTICLE 11 - INSURANCE BENEFITS.....	18
ARTICLE 12 - HOURS OF WORK.....	21
ARTICLE 13 LEAVES OF ABSENCE.....	22
ARTICLE 14 SHARED LEAVE .....	23
ARTICLE 15 - WAGES .....	24
ARTICLE 17 - DISCIPLINE AND DISCHARGE .....	26
ARTICLE 18 - GRIEVANCE PROCEDURE.....	28
ARTICLE 19- PROMOTIONS/VACANCIES/LATERAL TRANSFERS.....	30
ARTICLE 20 - LAYOFFS.....	31
ARTICLE 21-INFORMATION REQUESTS .....	32
ARTICLE 22 - GENERAL CONDITIONS .....	32
ARTICLE 23 - LOCKOUTS AND STRIKES .....	33
ARTICLE 24 - AUTHORIZED AGENTS.....	34
ARTICLE 25 - SAVINGS CLAUSE.....	34

ARTICLE 26 AGREEMENT MODIFICATIONS ....	35
ARTICLE 27 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES .....	35
APPENDIX "1" - 1553 JOB CLASSIFICATION AND SALARY RANGE .....	38
APPENDIX "2" - 1135 JOB CLASSIFICATION AND SALARY RANGE .....	42
APPENDIX "3" - 492J JOB CLASSIFICATION AND SALARY RANGE .....	43
APPENDIX "4"- 492RFJOB CLASSIFICATION AND SALARY RANGE .....	44
APPENDIX "5"- 492SPJOB CLASSIFICATION AND SALARY RANGE.....	45
APPENDIX "6" - SHARED LEAVE .....	46
APPENDIX "7" - CLASSIFICATION/REORGANIZATION....	49
APPENDIX "8"- SEVEN TESTS OF JUST CAUSE.....	55

## **PREAMBLE**

This Master Agreement is made and entered into by and between Spokane County, referred to as the Employer and Locals, 492-J, 492-RF, 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**

**Locals Represented:** The Employer recognizes Locals 492-J, 492-RF, 492-SP, 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 within 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.

**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; 9-1-1 Emergency Communications; 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.

**4.3.4 Local 492-RF:** The Employer recognizes Local 492-RF 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 regular employees listed in the classifications found in Appendix #4 in the Radio and Identification and sections of the Sheriff's Department for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

**4.3.5 Local 492-SP:** The Employer recognizes Local 492-SP 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 regular employees listed in the classifications found in Appendix #5 in the Sheriff Support Staff sections of the Sheriff's Department for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

## **ARTICLE 5 - UNION SECURITY**

**5.1** All present employees in a department covered by this Agreement who are members of the Union in good standing, as of the signing of this Agreement shall maintain their membership in the Union as a condition of employment.

**5.2** All employees in a department covered by this Agreement who are not members of the Union shall be required to join and maintain membership within thirty (30) days of the signing of this Agreement as a condition of employment.

**5.3** All new employees in a department covered by this Agreement hired after the execution date of this Agreement shall, as a condition of employment, become and remain members of the Union within thirty (30) days after being employed.

**5.4** Each employee shall be protected by RCW 41.56.122(1).

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

### **5.6 Employee Termination**

**5.6.1** Upon failure of any employee to comply with the provisions of this article, the Union may then notify the Employer of such failure in writing. The Employer shall then notify that employee that they must join the Union as a condition of employment. They shall further inform the employee that failure to comply shall result in termination.

Effective date of separation shall be seven (7) working days following the date of receipt of the notice unless the union notifies the employer that payment has been received.

**5.6.2** The Union agrees to hold the Employer harmless for any and all actions that may be brought against the employer for enforcing the provisions 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 1950 actual hours worked if work a 37.5 hour work week or 2080 actual hours worked if work a 40 hour work week. This probationary period will supersede supplemental labor agreements if less of a probationary period is contained in the supplemental labor agreement.

**5.7.2 Full Time Employee:** A regular employee who regularly works a minimum of a 162.5/173 hours per month on a continuing basis.

**5.7.3 Part Time Employee:** A regular employee who works less than a 162.5/173 and more than 81.25/86.5 hours per month on a continuing basis and receives benefits on a true pro-rated basis.

**5.7.4 Job Share:** Two or more regular employees who share the duties, responsibilities of a job specification and normal work hours of a single, fulltime position. Not all positions lend themselves to this arrangement and Job Share requires approval from the Elected Official/Department Head.

**5.7.5 Percentage Employees:** An employee who works less than the regular full-time work week (37.5 or 40 hours) on a continuing basis. Percentage employees require a separate signed agreement between the Union, employee and Elected Official/Department Head.

## **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 four (4) weeks prior to the target implementation date.

This four (4) week 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 work place. Such approval shall not be unreasonably withheld. Absences from the work place 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 work place.

7.2.2 The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon 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 insure 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)  
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 (4th Friday in November)  
Christmas Day (December 25)  
One (1) Floating Holiday (2)

<sup>1</sup>. Local 1135 will observe Martin Luther King's Birthday as described in their Supplemental

<sup>2</sup> Local 1135 will observe Floating Holiday(s) as described in their Supplemental

**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 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 7.5 or 8 hours of pay at the employee's regular rate 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 work day, 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 work day.

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

**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 1<sup>st</sup> 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. Newly hired probationary employees shall not be eligible to take paid vacation until they have accrued six (6) days of vacation. Employees separating from service on or before the 15th of the month will not receive any credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

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

9.1.2.1 One (1) working day per month for all employees having less than five (5) years of service.

9.1.2.2 One and one-fourth (1-1/4) days per month for all employees having at least five (5) years of service, but less than ten (10) years of service.

9.1.2.3 One and one-half (1½) days per month for all employees having at least ten (10) years of service, but less than fifteen (15) years of service.

9.1.2.4 One and three-quarter (1-3/4) days per month for all employees having fifteen (15) years of service, but less than twenty (20) years of service.

9.1.2.5 Two (2) days per month for all employees having twenty (20) years of service, but less than twenty-five (25) years of service.

9.1.2.6 Two and one-quarter (2-1/4) days per month for all employees having twenty-five (25) years or more of service.

**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 forty (40) working days' credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited, unless the employee is asked in writing by his/her Department Head to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited. An employee may not be paid additional compensation for earned vacation time not taken, except at the time of severance from the County employment as hereinafter provided.

**9.4 Bidding 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 forty (40) days.

## **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 or 8.0 hours per month (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 one hundred eighty (180) days for those employees not covered by long term disability.

**10.2 Disability Insurance:**

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

**10.3 Long Term Disability:**

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

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

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

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

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

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

**10.4 Allowance/Notification:**

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

**10.5 Notification:**

Reasonable notice:

(1) An employer may require employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under RCW 49.46.210

(1)(b). Employers may require employees to comply with the employer's notification policies, as long as such policies do not interfere with an employee's lawful use of paid sick leave.

(a) If the need for paid sick leave is foreseeable, the employer may require advance notice from the employee. Unless the employer allows less advance notice, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of paid sick leave.

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

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

**10.6 Unused:**

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

**10.7 Domestic Partner:**

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

**10.8 Bereavement Leave:**

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

In addition:

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

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

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

**10.9 Immediate family:** Shall be defined as follows: Spouse, State Registered Domestic Partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

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

**10.11** Sick leave may be taken for the following reasons:

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

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

**10.12** 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.

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

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

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

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

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

10.15.3 Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;

10.15.4 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;

10.15.5 Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.

10.15.6 Use of a legally prescribed prescription drug that impairs job performance or safety.

10.15.7 If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.

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

**10.17** 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.

**10.18** 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.

**10.19** 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.



**10.20** The following may be used to determine needed appropriate action at the supervisor's discretion and may result in progressive discipline:

10.20.1 Unapproved unpaid leave: when an employee is absent from work and the employee's sick leave account is depleted.

10.20.2 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).

**10.21** Employees may rollover a maximum of 75 sick days or pro-rated equivalent per calendar year.

10.21.1 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.

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

**10.23** 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 Medical/Dental - The Employer agrees to provide two (2) medical and two (2) dental plans; the Spokane County Self Insured Preferred Provider Plans (PPO - Premiera and Delta Dental of Washington) and a Health Maintenance Organization (HMO - Kaiser Permanente and Willamette dental).

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.

No provision for retiree medical plan.

No double coverage for employees of Spokane County.

The major elements of the medical plans effective January 1 2018 shall be as follows:

<b>(HMO) Kaiser Permanente</b>	<b>(PPO) Self-Insured Plan</b>
\$200 Deductible	\$500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
\$1,000 Coinsurance max+ Deductible	\$2,000 Coinsurance max + Deductible
\$15/\$30/50 RX Retail 2 x RX Mail Order Mandatory Generics \$150 ER Co pay	\$15/\$30/\$50 RX Retail 2.5 x RX Mail Order Mandatory Generics \$150 ER Co-pay
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300 Calendar Year Maximum

11.1.6 In the event that the premium for the plan selected by the employee for the employee and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated self-insured medical fund.

11.1.7 The Employer further agrees that the level of coverage provided by the PPO and the HMO shall not be reduced during the term of this Agreement even in the event the carrier of said coverage is changed.

## **11.2 Dental Insurance:**

11.2.1 The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Delta Dental of Washington and the Dental Maintenance Organization (OMO), Willamette Dental

11.2.2 In the event that the premium selected by the employee for the employee and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated dental fund.

11.2.3 The Employer further agrees that the level of coverage provided by Spokane County Dental administered by Delta Dental of Washington shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.

### **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 1<sup>st</sup> and 15<sup>th</sup> of the month, will be provided medical and dental benefit coverage effective on the 1<sup>st</sup> of the month following the date of rehire. If rehired between 16<sup>th</sup> and the end of the month, medical and dental benefit coverage will become effective on the 1<sup>st</sup> 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 work days 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.

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

## **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 five (5) consecutive days followed by two (2) days of rest. Seven and one-half (7-1/2) or eight (8) consecutive hours of work, except for interruptions for lunch periods, shall constitute a work day.

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, work days and hours shall be posted on all department bulletin boards. Except for emergency situations, work schedules will not be changed without giving the Union and the employee ten (10) working days advance notice. When the Employer has a need to change work schedules within the department, the department shall notify the Union to negotiate the effects of the proposed schedule change.

### **12.2 Alternative Work Hours or Shifts:**

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

12.2.2 Alternative work hours or shifts other than five (5) seven and one-half or eight (8) hour days will be negotiated in a Supplemental Agreement with the effected department/bargaining unit.

12.2.3 Employees on Alternative Work Schedules whose regular work day differs from the standard seven and one half (7 ½) or eight (8) hour day shall have their Holidays paid for as the number of hours in their actual 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 30<sup>th</sup> 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.

**13.3 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 seven and one-half (7½) or eight (8) hours 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.

13.3.4 For Local #1135 refer to supplemental.

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 "5".

## 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 Appendixes 1-4.

2% COLA will be effective January 1, 2018

2% COLA will be effective January 1, 2019

2% COLA will be effective January 1, 2020

**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.

**15.4 Pay Period:** The salaries and wages of employees shall be paid semi-monthly.

**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. Actual time worked will include credit for time spent from the time he/she leaves their regularly assigned work location until he/she returns to it.

### 15.7 Overtime:

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 seven and one-half (7½) or eight (8) hours in any work day;

15.7.4 All worked performed in excess of thirty-seven and one-half (37½) or forty (40) hours in any work week;

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

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

**15.8 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:** Supplemental Agreements will be superseded by this section with the understanding that the service enhancement pay contained in the Appendix A of the 2010-2012 492 RFC Supplemental Agreement (Detention Cooks have been accreted into 1553) will be in addition to the below longevity increases.

A monthly longevity bonus will be paid an employee, in addition to employees regular rate of pay, if the employee has continuous service from the time of appointment to regular full time employment. Payments will be calculated as follows:

<u>Continuous Service</u>	<u>Monthly Amount</u>
Over 7 years	\$40.00
Over 10 years	\$75.00
Over 15 years	\$100.00
Over 20 years	\$150.00
Over 25 years	\$200.00

**15.10 Out of Class Pay:** See Supplemental Agreements.

**15.11 Step Increase Process:** (this section will supersede Appendix 6 and supplemental agreements) Conversion of 13 Step Pay Plan

15.11.1 Maintain status quo during 2018: step increases for both new hires and regular employees will be at 2.56%

15.11.2 Beginning in 2019:

13 step range will remain in place

**New hires:** first step increase after hire (at 975 hours/6 months) will always be a 2.56%; subsequent step increases will be at 5.12%

**Regular employees:** scheduled step increases will be at 5.12%

This method minimizes the potential of "leap frogging" pay rates

No employee shall suffer a loss or reduction in base pay

This results in advancing through the step system in half the current time.

For newly hired employees hired at step 1, top step would be reached in 6.5 years' vs 12.5 years.

This pay step system will apply only to employees currently on the 13-step system.

### **15.12 Methods of Salary and Wage Payment**

Two methods of payment of salary and wages will be offered. All employees hired after January 1, 2018 will be paid by Direct Deposit

#### **1) Direct Deposit**

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

#### **2) Physical Checks**

A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:

The first paycheck of a new hire for a permanent position;

The last paycheck coinciding with or following separation from employment;

A paycheck produced solely to correct an error; or

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**

Seniority shall be defined in each individual supplement.

## **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

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 or 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 effected 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. 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 Human Resources Director. Within five (5) working days of receipt of the complaint, the Human Resources Director will set a date to hear the complaint. The 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 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.

## **ARTICLE 19 – PROMOTIONS/VACANCIES/LATERAL TRANSFERS**

**19.1 Bid Rights:**

When a Master Contract vacancy occurs, the department will post the opening to the Bargaining Unit members in the department and concurrently, as needed, to the Bargaining Unit, Master Contract members and open.

19.1.1 The vacancy will be posted for a minimum of five (5) working days. All AFSCME Master Contract members who turn in applications to Human Resources 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;  
19.1.3 Referral List #2:  
19.1.3.1 Third consideration - Members of the Master Contract Locals.  
19.1.4 The order of consideration will be defined on the recruitment posting.

**19.2** See Supplemental Agreements for additional provisions, if any.

## **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:

- a) The employee's sick leave will be reinstated at the balance recorded at the time of his/her date of separation due to layoff.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

- g) 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, 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**

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

### **21.2 Personnel Files:**

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

21.2.2 Review and Release: The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to

it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

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

**21.4 Uniforms and Protective Clothing:**

21.4.1 Local #1135 - See Supplemental

21.4.2 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.

**21.5 Safety Shoe Policy:** See supplemental.

**21.6 Personal Property:**

21.6.1 Local #1135 - See supplemental.

21.6.2 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:**

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

21.7.2 Local #1553; See Assessor Per Diem Supplemental.

**21.8 In-House Services:**

All County departments which provide services for other departments shall be afforded an opportunity to bid on the requested job and/or service prior to an outside bid being considered. The County and the Union recognize that contracting out bargaining unit work is negotiable. Extra Help employees shall not supplant the work force.

## **ARTICLE 23 - LOCKOUTS AND STRIKES**

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

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

## **ARTICLE 24 - AUTHORIZED AGENTS**

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

**23.1** The County's principle authorized representative shall be the County Human Resource 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.

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

## **ARTICLE 25 - SAVINGS CLAUSE**

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

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

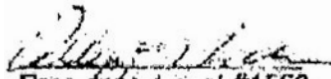
**26.1 Effective Date:** The term of this Agreement shall be January 1, 2018 through December 31, 2020. Unless specified otherwise, the terms of this Agreement shall become effective on the day of signing.

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

Signature Page

MASTER AGREEMENT between SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS; SPOKANE COUNTY ASSESSOR; SPOKANE COUNTY AUDITOR; SPOKANE COUNTY CLERK; SPOKANE COUNTY TREASURER; SHERIFF'S OFFICE (RADIO, FORENSIC & COOKS); SPOKANE COUNTY PROSECUTOR SUPPORT STAFF; and LOCALS 1135, 492-J, 492-RF, 492-SP & 1553 OF WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, JANUARY 1, 2018 THROUGH DECEMBER 31, 2020.

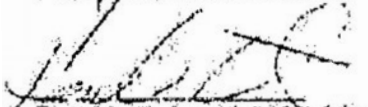
FOR THE UNIONS:


  
President, Local #1553

  
President, Local #1135

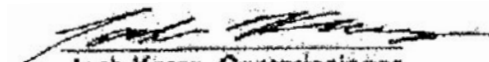
  
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President, Local #492-RF

  
President, Local #492-SP

  
Gordon Smith, Council #2

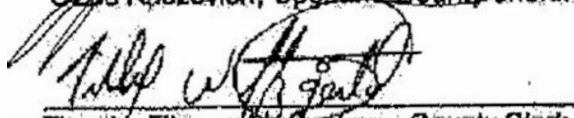
FOR THE EMPLOYERS:

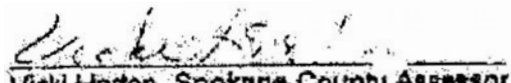
  
Josh Kerns, Commissioner

  
Mary Kurey, Commissioner

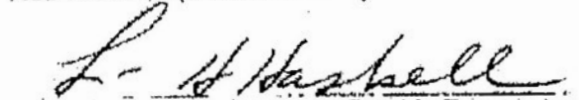
  
Al French, Commissioner

  
Ozde Kozovich, Spokane County Sheriff

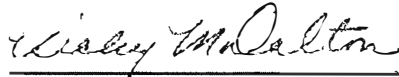
  
Timothy Fitzgerald, Spokane County Clerk

  
Vicki Horton, Spokane County Assessor

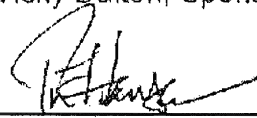
  
Rob Chase, Spokane County Treasurer

  
Larry H. Haskell, Spokane County Prosecutor

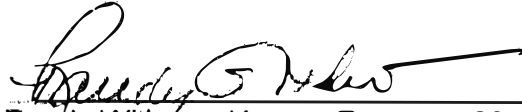




Vicky Dalton, Spokane County Auditor



Tim Hansen, Human Resource Director



Randy Withrow, Human Resource Manager

2018-2020 Master CBA

**Appendix "1" - 1553 Job Classification and Salary Range**  
**Includes Risk Management Staff**  
**Effective January 1, 2018**

<b>Union Code</b>	<b>Job Code</b>	<b>Description</b>	<b>Salary Plan</b>	<b>Grade</b>
553	121553	Accountant	E75	5QK
553	120553	Accounting Technician 2	E75	3VA
553	121053	Accounting Technician 3	E75	3YA
53L	12113L		E75	4FA
553	121153	Accounting Technician 4	E75	4PA
553	162153	Analyst Programmer	E75	6IA
553	291553	Animal Protection Assistant	E75	3PA
553	291053	Animal Protection Officer	E75	4HK
553	141253	Appraisal Support Specialist	E75	4DS
553	500453	Autopsy Assistant	N80	5TF
553	310153	Bldg & Plann Plans Examiner 1	E75	4MK
553	310253	Bldg & Plann Plans Examiner 2	E75	5LK
553	310353	Bldg & Plann Plans Examiner 3	E75	5VK
553	302153	Bldg & Plann Proj Coord 3	E75	5VK
553	301753	Bldg & Plann Project Coord 1	E75	4MK
553	301953	Bldg & Plann Project Coord 2	E75	5LK
553	301453	Bldg & Planning Land Use Tee	E75	4MK
553	300053	Bldg & Planning Sr Svc Coord	E75	5BH
553	300153	Bldg & Planning Svcs Coord 1	E75	3XK
553	300353	Bldg & Planning Svcs Coord 2	E75	4CK
553	302053	Bldg & Plnng Senior Inspector	E75	5VK
553	301853	Bldg/Fire Prevention Insp	E75	5GK
553	121953	Buyer 1	E75	4CK
553	122153	Buyer2	E75	4RK
553	122253	Buyer3	E75	SEA
553	112353	Case Management Specialist	E75	4AA
553	123853	Cash Flow Manager	E75	4WK
553	120153	Cashier	E75	3MK
553	422353	Chemical Dependency Case Mgr	E75	4VA
53L	13353L	Claims Technician	E75	4AA
553	141453	Commercial Appraiser	E75	5LK
553	402053	Communications Tech Aide	E75	3WK
553	402153	Communications Technician	E75	5RG
553	211553	Community Devel Spec 1	E75	SEA
553	211653	Community Devel Spec 2	E75	5OA
553	211753	Community Devel Spec 3	E75	5YA
553	131853	Computer Application Spec. 2	E75	4ZA
553	131753	Computer Application Specialis	E75	4PA

553	212553	Computer Applications Asst.	E75	SCA
553	162553	Computer Programmer	E75	5OA
553	420653	Court Clerk	E75	3RK
553	421553	Court Process Clerk	E75	4AA
553	411753	Criminal History Specialist	E75	4RK
553	162053	CSHCD Data Info Analyst	E75	6SA
553	160753	Customer Services Coordinator	E75	4PK
553	142053	Data Quality Technician	E75	3VA
553	120053	Debt Management Officer	E75	4IA
553	440153	Department Aide 1	E75	2QA
553	500653	Deputy Medical Investigator	N80	5TF
553	109653	ElectionNoter Services Lead	E75	3ZA
553	109553	ElectionNoter Services Tech	E75	3PA
553	406353	Emerg Com MSAG,Data & Pub Ot C	E75	4UA
553	406253	Emerg Comm Call Receiver	413	062
553	330953	Event Maintenance Coordinator	E75	4PA
553	330853	Event Production Coordinator	E75	4TK
553	300653	Field Inspector	E75	4MK
553	121253	Fiscal Grant Specialist	E75	4ZA
553	165453	GIS Database Administrator	E75	6QK
553	165253	GIS Senior Analyst	E75	6LA
553	165653	GIS Specialist	E75	SRA
553	165853	GIS Technician 1	E75	4RK
553	165353	GIS Technician 2	E75	SEK
553	202553	Golf Course Maint Specialist	E75	4FA
553	150953	Graphics Designer/Illustrator	E75	4RK
553	320553	Human Services Coordinator	E75	5YA
553	141553	Industrial Appraiser	E75	5QK
553	412153	Criminal Defense Investigators	E75	4ZF
553	290753	Kennel Maintenance Assistant	E75	2VL
553	290553	Kennel Maintenance Officer	E75	3UA
553	409753	Legal Office Assistant 1	E75	3FA
553	409853	Legal Office Assistant 2	E75	3PA
553	409953	Legal Secretary	E75	3XK
553	141653	Levy Specialist	E75	5LK
53L	13303L	Liability Claims Adjuster	E75	5NK
553	110153	License Spec Field Liaison	E75	4PA
553	100853	License Specialist	E75	3RK
553	110253	License Specialist - Lead	E75	3WK
553	321153	Living Skills Service Provider	E75	4LA
53L	130604	Loss Control Specialist	E75	5OA
53L	13063L	Loss Control Specialist	E75	5MA
553	200553	Maintenance Worker 1	E75	3UA

553	200653	Maintenance Worker 2	E75	4FA
553	140853	Manufactured Home Apprser 2	E75	4KA
553	142353	Manufactured Home Apprser 3	E75	4UA
553	201353	Mechanic 2	E75	4YP
553	210953	Neighborhood Services Spec	E75	5VF
553	100553	Office Assistant 2	E75	2OA
553	100753	Office Assistant 3	E75	3FA
553	100153	Office Assistant 4	E75	3PA
553	411453	Paralegal 1	E75	3QA
553	411553	Paralegal 2	E75	4KA
553	241053	Park Ranger	E75	5BK
553	121353	Payroll Control Technician	E75	4UA
553	140553	Personal Property Evaluator	E75	4AA
553	210453	Planner 1	E75	5GK
553	210553	Planner 2	E75	5VF
553	210753	Planner 3	E75	6FF
553	412753	Pretrial Service Officer	E75	5IF
553	430553	Probation Officer 1	E75	5IF
553	320353	Program Planner/Evaluator	E75	5GK
553	141353	Prop Sales Anal & Appeals Spec	E75	5LK
553	141753	Property Records Tech	E75	3ZA
553	141153	Real Property Appraiser 2	E75	4DA
553	110053	Recording Specialist	E75	3XK
553	111053	Recording Specialist, Senior	E75	4HK
553	141053	Residential Appraiser	E75	4UA
553	140953	Residential Appraiser Trainee	E75	3OA
553	100953	Secretary 1	E75	3PA
53L	10013L	Secretary 2	E75	3NA
53L	10123L	Secretary 2	E75	3VK
553	101253	Secretary 2	E75	3XK
553	112453	Senior Accountant	E75	6HA
553	300553	Senior Building Technician	E75	6AK
553	162753	Senior Computer Programmer	E75	5YA
553	164153	Sr Systems Administrator	E75	6SA
553	164253	Sr Tech Support Specialist	E75	5HA
553	101753	Staff Assistant 1	E75	4HK
553	161953	Systems Analyst	E75	6SA
553	140253	Tax Collection Specialist	E75	4FA
553	140653	Tax Collection Specialist 2	E75	4PA
553	140753	Tax Collection Specialist 3	E75	4ZA
553	140053	Tax Foreclosure Specialist	E75	4NA
553	160453	Technical Support Specialist	E75	4UK
553	160953	Telecommunication Specialist	E75	5GK

553	200753	Trades Specialist 1	E75	3NP
553	200853	Trades Specialist 2	E75	4HK
553	340353	Veteran Services Officer	E75	4ZF
553	410253	Victim/Witness Program Spec	E75	4KA
553	109753	Voter Services Specialist	E75	4PA
53L	13283L	Workers Comp Claim Adjudicator	E75	5NK

**Appendix "2" - 1135 Job Classification and Salary Range  
Effective January 1, 2018**

<b>Union Code</b>	<b>Job Code</b>	<b>Description</b>	<b>Sal Plan</b>	<b>Grade</b>
135	223135	Apprentice Rd Main Specialist	352	231
135	225735	Bridge Carpenter 1	352	257
135	226235	Bridge Carpenter 2	352	261
135	228435	Bridge Carpenter 3	352	284
135	225235	Parts Assistant/Pickup Driver	352	252
135	227535	Parts Issuer	352	275
135	228635	Parts Lead Worker	352	286
135	225135	Road Maintenance Specialist 1	352	251
135	226135	Road Maintenance Specialist 2	352	261
135	227135	Road Maintenance Specialist 3	352	271
135	228135	Road Maintenance Specialist 4	352	281
135	220935	Seasonal Foreman	EBO	5RA
135	223535	Shop Clerk	352	235
135	226735	Shop Clerk Lead Worker	352	267
135	229235	Shop Worker - Tire Person	352	5MG
135	229335	Shop Worker - Welder	352	5MG
135	229135	Shop Wrkr - Motor Pool - ER&R	352	5MG
135	229035	Shop Wrkr-Lt Truck & Car Mech	352	5MG
135	228535	Shop Wrkr-Truck & Equip Mech	352	5MG

**Appendix "3" - 492J Job Classification and Salary  
Range Effective January 1, 2018**

<b>Uni Cod</b>	<b>Job Code</b>	<b>Description</b>	<b>Sal Plan</b>	<b>Grade</b>
		Juvenile Corrections		
92J	40012J	Officer	N80	4ZF
92J	43052J	Probation Officer 1	N75	5IF
		Juv Ct Mental Health		
92J	43092J	Pro	E75	5TS
92J	43102J	Registered Nurse	N80	6XR

**Appendix "4" - 492RF Job Classification and Salary Range  
Effective January 1, 2018**

<b>Union Code</b>	<b>Job Code</b>	<b>Description</b>	<b>Sal Plan</b>	<b>Grade</b>
		Virginia Forensic		
RF	4010IC	Specialists	NB0	5YP
RF	4011IC	Communications Officer	N80	5NT
RF	4013IC	Forensic Specialists	NB0	5YP
RF		Forensic Lead	NB0	
	4014IC	Specialist		6DP
RF	40161C	Forensic Technician	N80	4UN



**Appendix "5"- 492SP Job Classification and Salary  
Range Effective January 1, 2018**

Union Code		Job Code	Description	Sal Plan	Grade
SPA	1018PA		Admin. Asst. 1	N80	4ZA
SPA	1032PA		Staff Assistant - Sheriff	N80	4RK
SPA	1125PA		Accountant - Sheriff's Office	N80	5LK
SPA	1211PA		Accounting Technician 4	N80	4RK
SPA	1226PA		Purchasing & Inventory Officer	N80	4EF
SPA	4026PA		Res Coard-Dept of Emerg Mgmt	N80	4UA
SPA	4044PA		Automotive Servicer Technician	N80	4MA
SPA	4045PA		Automotive Technician	N80	4ZP
SPA	4049PA		Sheriff Technical Assistant 2	N80	3XK
SPA	4055PA		Sheriff Technical Assistant 3	N80	4FH

## **Appendix "6" - 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 recipients 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.

**7.1 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 "7" - CLASSIFICATION/REORGANIZATION

**15.3** 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 Appendixes 1-4.

### **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 The County agrees to update the classification specifications when requested by a department in a timely manner and provide written notice to the applicable local union. The Union will have 20 working days from receipt of the notice to negotiate the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement.

**15.3.4 Creation of New Classifications:** When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:

15.3.4.1 A Job Analysis Request form shall be submitted by the Department to Human Resources for evaluation.

15.3.4.2 Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed classification. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities fit within an existing classification, it will be designated as such. Written notification will be sent to the local union of such action.

15.3.4.3 After Human Resources designates the new classification and salary, the Union shall have twenty (20) working days following receipt thereof to review the determination, and during this period request to negotiate the salary and the impact of implementation.

In the event that no agreement is reached, the union shall have the right to submit the issue to Step 3 (arbitration) of the grievance procedure.

15.3.4.4 Newly created positions shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.

**15.3.5 Out of Class Pay:** 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 (½) 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.

15.3.5.4 If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 15.3.6 of this Article.

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:** Employees shall have the right to request re-evaluation utilizing the following procedures. In any case, an employee cannot be reclassified if they do not meet the minimum requirements of a position to which they are requesting reclassification to.

15.3.6.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant change in duties and responsibilities. All requests shall be submitted on a Job Analysis Request form. An employee or the employer may file a request.

15.3.6.2 Positions submitted for reclassification consideration, related to a nine (9) month out-of-class assignment must have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The Elected Official, Department Head or designee shall have 10 working days to respond in writing to the request and/or forward request to Human Resources.

15.3.6.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or department must detail those duties that are contained within a different class specification or are not contained within the employee's current class specification. Additionally, the requester must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Elected Official, Department Head or designee's signature concurring with the request for reclassification consideration. The local union shall be forwarded a copy of the request. The Elected Official, Department Head or designee shall have ten (10) working days to respond in writing to the request and or forward the request to Human Resources.

15.3.6.4 If there is no concurring signature from the Elected Official, Department Head or designee in either case described in 15.3.6.2 or 15.3.6.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request.

Additionally the Elected Official, Department Head or designee must assure there is no assignment of out of class duties.

15.3.6.5 If the employee and Elected Official, Department Head or designee agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification the reclassification request may be submitted to step 2 of the grievance procedure.

15.3.6.6 If agreed to and approved, and the employee has been receiving out of class pay, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Elected Official, Department Head or designee.

15.3.6.7 If there is disagreement between the employee and the Elected Official, Department Head or designee regarding the content of the information on the Job Analysis Request, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Elected Official, Department Head or designee.

15.3.6.8 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Elected Official, Department Head or designee.

15.3.6.9 Once Human Resources has received the reclassification request, they will respond within thirty (30) working days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) working days.

15.3.6.10 If there is no concurring signature from the Elected Official, Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 2 of the grievance procedure.

15.3.6.11 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.

15.3.6.12 Reclassified positions with no incumbent shall be posted in accordance with specific labor agreements or supplemental agreements if applicable.

**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 a rate of pay less than the minimum nor more than the maximum salary range established for his/her job classification as set forth in the pay plan. All pay rates in the pay plan are based upon full time employment at the normal working hours for the position.

### **15.3.9 Calculating Hourly Wage:**

15.3.9.1 For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:

Annual Salary divided by weekly hours worked divided by 52 weeks = Standard Hourly Rate.

15.3.9.2 The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.

### **15.3.10 Starting Rate Upon Initial Employment:**

15.3.10.1 New employees to Spokane County shall be appointed at a step within the pay range, not to exceed step three (3), in effect for the particular classification or position to which the appointment is made.

15.3.10.2 Advance step placement of new hires may surpass current employees' step placement in that classification only after the following have been considered: Work History – the candidate has performed the work either as a long-term intern or in a like kind position.

- A) Salary History – paying a salary commensurate with what a candidate is earning (or has earned) while working 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.

15.3.10.3 The decision of advance step placement shall be at the HR Director or designee's discretion and that decision shall be final and binding. Such decisions shall not be subject to the grievance process.

15.3.10.4 The 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.

15.3.10.5 Upon successful completion of a minimum six (6) months (975 or 1040 hours worked) probation period, the new employee will receive one (1) step increase. Subsequent step increases shall be at twelve (12) month intervals from the date of the 6 month increase, until the top step is achieved.



Subsequent step increases shall be at twelve (12) month intervals from the date of the 6 month increase, until the top step is achieved.

**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 5.12% 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 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 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 5.12%, 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.

**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 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. If the employee is still a probationary employee, they will be placed at the step they held prior to the promotion

**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)** In addition to the provisions of 15.3.11., Pay Rate Upon Promotion, 15.3.12, Pay Rate Upon Reclassification, and 15.3.13, Pay Rate Upon Wage/Range Adjustment, 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, 2001.

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 "8"- Seven Tests of Just Cause

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

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

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

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

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

- Why do you suspect that a work rule violation or performance discrepancy occurred?
- Can the employee perform the task? Is there a history of successful performance, or could the employee need additional training?
- Are there witnesses other than you? List others who may have knowledge of the issue through involvement or as witnesses (supervisors, employees, clients).

Interview them and take notes.

- Are there written records pertinent to the case in your department or elsewhere on campus? Should in-house records be secured under lock and key during the investigation?
- Are there written processes or procedures which have a bearing on the case? Is there equipment that should be examined by you or experts?
- Do you need to call Internal Audit or the Campus Police? If you suspect misappropriation of University resources, you should immediately contact Internal Audit and your E/LR Consultant. Your own investigation will proceed, but other offices may provide information which becomes part of your evidence.

**Fair Investigation.** Was your investigation fair and objective?

How long ago did the alleged infraction occur? (Unnecessary delays may send a message that you don't consider the infraction to be serious.)

- If you think you already know what happened, have you looked only for evidence to support your theory?
- Should you conduct the investigation, or are you too close to what happened to be objective?
- Should the employee remain on the work site during the investigation? (Do you fear sabotage, or is the employee a threat to others?)
- Have you made every effort to reconcile conflicting statements or other conflicting evidence? Are you prepared to discard what you cannot validate?
- Have you given the employee a chance to appear (with a representative if applicable), to tell their side of the story and respond to the evidence you have gathered?

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

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

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

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

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

- Is the discipline you propose to take reasonably related to the seriousness of the problem? (Did the violation pose serious safety problems or create 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)?

Consult your E/LR Consultant.

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# ATTACHMENT B



WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY EMPLOYEES  
AFSCME AFL-CIO

CHRIS DUGOVICH President/Executive Director

jlund@freedom  
foundation.com  
Jamie

Affiliated with:  
American Federation of State, County & Municipal Employees  
Washington State Labor Council

July 31, 2020

Local 1553  
Tiffany Osborn  
(Address on file)

RE: Membership Status

Dear Tiffany:

This letter is written to acknowledge receipt of your request to become a non-member. Based upon your request your membership is hereby terminated. **Membership is separate from your agreement for payroll authorization.** If you wish to stop paying dues please provide us written notice during the time period contained in your attached contract.

Naturally we are disappointed that you have made this decision and would hope that you would reconsider. Without a strong union, your wages and benefits will suffer. That's exactly why extreme anti-public employee groups are bankrolling these efforts.

**What's in it for them?**

- Cutting Your Pension
- Eliminating Your Negotiated Raises
- Eroding Your Health Care Coverage
- Outsourcing Your Job

Additionally as a non-member, you are forfeiting the following "Members Only" rights and benefits:

- Right to vote on approving or rejecting the collective bargaining agreement which sets your wages and other conditions of employment.
- Right to vote on contract proposals or attend any union meetings.
- Right to participate in the election of your union representatives.
- Right to serve as a union representative who participates in discussions between the union and management regarding conditions of employment.

**It should also be noted that the Union may institute charges for non-members who ask for union representation under the collective bargaining agreement.** It may make more sense to continue your membership.

Your non participation will increase the burden on your co-workers to address the challenge public employees face. Most importantly you are eroding the bargaining power of your group. We realize that not everyone is going to agree on all union issues. It is our hope that we can come together on the important issues that provide economic security to you and your family. I would be happy to discuss this or any other concerns that you may have, I can be reached at 1-800-775-6418. Please don't hesitate to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J Marburger', is positioned above the typed name.

**Josh Marburger Member Outreach**  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES  
AFSCME, AFL-CIO

cc: Allyson Barnes, Local President 1553  
Kathy Hayes, Secretary/Treasurer 1553  
Gordon Smith, Staff Representative

RECEIVED BY  
MAY 02 2018  
WSCCCE

### AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

I, the undersigned, hereby authorize the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO, and an affiliated local Union thereof, to represent me for purposes of Collective Bargaining, and in my behalf, to negotiate and conclude all agreements as to hours of labor, wages, and other conditions of employment.

I hereby request and authorize my employer to deduct from my earnings each month the current amount of union dues and fees, as certified by the union. The amount deducted shall be paid to the Treasurer of the Council each month. This authorization shall remain in effect unless terminated by me in writing with a copy forwarded to the union not less than 10 days and not more than 20 days before the end of a one year period from the date of my signature.

NAME OF EMPLOYER Spokane County DEPARTMENT Pretrial Services CLASSIFICATION Officer  
MY (PLEASE PRINT) LAST NAME Cousins FIRST NAME Tiffany MIDDLE NAME Renee

STREET ADDRESS CITY AND STATE ZIP CODE

AREA CODE HOME PHONE AREA CODE WORK PHONE HOME EMAIL ADDRESS

DATE 4/27/18 SIGNATURE

Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Return buff copy to payroll department

RETURN TO UNION - ALL FIELDS MUST BE COMPLETE TO BE ENROLLED	
Application to Union's \$10,000 Life Insurance Policy (Included in Membership)	
PLEASE PRINT - All Information is confidential	
Name of Your Employer	Local No. <u>1553</u>
<u>Spokane County</u>	Dept. <u>Pretrial Services</u>
Your Name	Male <input type="checkbox"/> Female <input checked="" type="checkbox"/>
Address	
Street	Apt #
City	State <u>WA</u> Zip
Home Email	
IF ABOVE IS A P.O. BOX - Please Fill Out Street Address Below	
Street Address	
City/State/Zip	Marital Status <u>Married</u>
Home Phone ( )	Home Cell Phone
Social Security #	Date of Birth <u>mm/dd/yyyy</u>
YOUR WORK INFORMATION	
Work Mailing Address	
Street	1st Floor Mail Stop #
City	State Zip
Work Phone	Ext. Work Cell ( )
Work Email	
Hours Worked Per Week <u>340</u>	Annual Salary
Date Employed <u>08/20/2007</u>	Member of Union Since <u>08/20/2007</u>
YOUR BENEFICIARY'S INFORMATION	
Name of Beneficiary	(Must have full name, i.e. Mary A. Doe, NOT Mrs. John J. Doe)
Date of Birth	Relationship to You <u>Spouse</u>
Address of Beneficiary	
Street/Apt #	City State/Zip
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO	
ACTIVELY AT WORK MAY BE COVERED BY THIS INSURANCE	
Employee Signature	Date: <u>04/27/18</u>

Mail to: WSCCCE - Council 2, P.O. Box 750, Everett, WA 98206-0750 or give to your local president  
Future Changes go to: [www.council2.com](http://www.council2.com)