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CITY OF SPOKANE

**MANAGERIAL & PROFESSIONAL
ASSOCIATION**

MANAGERIAL - B

2017-2021

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CONTRACT
between
THE CITY OF SPOKANE
and
CITY OF SPOKANE
MANAGERIAL & PROFESSIONAL ASSOCIATION

MANAGERIAL - B
2017-2021

This Agreement is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (hereinafter referred to as the "City") and the **CITY OF SPOKANE MANAGERIAL & PROFESSIONAL ASSOCIATION**, (hereinafter referred to as the "Association").

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain its right to operate the City government effectively in a responsible and efficient manner consistent with law; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire understanding covering wages, hours, and working conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with City operations.

The parties agree as follows:

EMBODIMENT

The Agreement expresses the entire written understanding of the parties. Oral statements shall not explain, vary or contradict its express terms. Any amendments to this Agreement must be in writing and signed by both parties.

Each party had the unlimited right and opportunity to make demands and proposals during the negotiations which preceded the Agreement, with respect to any topic not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the term of the Agreement, the parties voluntarily and unqualifiedly waive such right and agree that they are not obligated to bargain collectively with respect to any matter specifically referred to or settled during the course of these negotiations. Should any Article, section, or portion of this Agreement conflict with any City policy, rule, or regulation, this Agreement shall take precedence.

In the event any provision of the Agreement is made invalid by applicable legislation, or declared

unenforceable by a court of competent jurisdiction, such action shall not invalidate the entire Agreement and all other provisions shall remain in full force and effect. The parties shall immediately attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

ARTICLE I – TERM OF AGREEMENT

Section A – Term of Agreement

This Agreement shall become effective on January 1, 2017 and continue in full force and effect through December 31, 2021.

Section B – Contract Negotiations

Negotiations for a successor Agreement shall begin by written notice by either party.

Section C – Conduct of Negotiations

Negotiations will be conducted at a time and place mutually agreeable to the parties. The City and the Association mutually agree to set up a bargaining calendar. The City and the Association shall endeavor at the end of each negotiation session to set up a time and place for the next meeting.

If no agreement is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

It is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts or other interruptions of work while the dispute is being considered by the mediator. The parties agree to continue bargaining in good faith with the mediator's assistance to reach a resolution of the impasse. Any opinions given by the mediator shall be given due consideration but will not be final and binding on either party.

ARTICLE II – RECOGNITION

Section A – Bargaining Representative

For purpose of administration, this Agreement shall pertain to the positions of all classified managers and classified professionals, excluding the Mayor's clerical staff, elected officials, confidential employees per state law (as determined by the Public Employment Relations Commission or by mutual agreement of the City and Association), and all other employees of the City. The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions of employment for all positions in the bargaining unit listed in the Appendix "A" (hereinafter referred to as the "employees").

Section B – Confidential Employees

The parties recognize the following employees as confidential in nature and excluded from the bargaining unit:

- All tiers of Human Resources Analyst
- All tiers of Benefits Specialists
- Administrative Secretary/Clerk IV (Human Resources)
- Chief Examiner (Civil Service)

All other employees in Human Resources and Civil Service will remain in the bargaining unit, but those employees will not be eligible to serve on the Association's executive board.

Section C – Dues

The City shall deduct, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Association Secretary. The aggregate deduction of all employees will be remitted together with an itemized statement to the Association Treasurer.

Section D – Association Representatives

The names of persons selected as Association representatives shall be provided in writing to the City by the Association.

Section E – New & Terminated Employees

The City shall furnish the Association with a monthly listing of hired or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, work locations, and home addresses.

ARTICLE III – PRODUCTIVITY

City management and employees shall work together individually and collectively to meet the production requirements of each City department, to provide the public with efficient and courteous service, to encourage good employee attendance, and to promote a climate of labor relations that will aid and achieve a high level of efficiency in all aspects of City government.

ARTICLE IV – ASSOCIATION SECURITY

Section A – Membership

All employees covered by this Agreement shall be required to become and remain members of the Association in good standing as a condition of employment during the term of this Agreement. Employees who are not members of the Association shall make application for Membership therein not later than thirty-one (31) days after employment, or the legally effective date of this Section, whichever is later. The Employer shall make each new Employee in the bargaining unit aware of the membership requirement in writing, and a copy of the notice to the employee, as supplied by the Association, shall be forwarded to the Association within ten (10)

working days.

Section B – Indemnification

The Association agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article if the City's action or inaction was pursuant to the Association's improper request.

ARTICLE V – MANAGEMENT RIGHTS

Section A – The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City;
3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
4. to direct the work force;
5. to hire, assign, transfer, promote, suspend, discipline, or discharge at will, exempt employees;
6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
7. to move work in or out of the bargaining unit;
8. to make, publish and enforce rules and regulations;
9. to introduce new or improved methods, equipment, or facilities;
10. to contract out for goods and services;
11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.

Section B – The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Association by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.

Section C – The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

ARTICLE VI - WAGES

Section A – Salary Schedule / Direct Deposit

Employees shall be compensated in accordance with the salary schedule adopted by the City Council, which shall reflect the terms of this Agreement.

Payroll checks shall be issued exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

Section B – New or Revised Positions

The City shall designate wage rates for new and revised positions within thirty (30) days of that occurrence. Notification of the wage rate shall be sent to the Association. If the Association disagrees with the wage rate and wishes to negotiate, they shall advise the Human Resources Director within ten (10) working days after receipt of notification.

If the two parties cannot reach an agreement within ten (10) working days, the matter will be referred to the Salary Review Committee composed of two (2) appointees of the Association and two (2) appointees of the City Administrator. These four (4) will appoint the fifth member of the committee.

When an exempt position is established or revised, the City will develop a job description for the position, in accordance with Human Resources Department procedures. A copy of the job description will be provided to the Association.

Section C – Established Positions

If an employee, the Association, or management believes that a classification specification does not accurately reflect the duties and responsibilities of the classification, a Classification Review and/or Job Survey may be requested as provided in Civil Service Rule III, Sections 2 and 3. If such Classification Review and/or Job Survey results in a revised classification specification, Human Resources shall automatically conduct a point factor analysis on the revised classification. The point factor analysis shall be submitted to the Association for concurrence. If the City and Association cannot reach agreement on the appropriate salary for the classification, the issue shall be submitted to mediation per the contractual impasse procedure.

Section D – CDL Premium Pay

A premium of ten cents (\$.10) per hour will be paid those employees who are in the random selection eligible drug testing pool due to having a CDL endorsement.

Section E – Holiday Pay

1. Employees shall receive eight (8) hours of holiday pay for each of the fixed holidays:
 - a. New Year's Day
 - b. Memorial Day
 - c. Independence Day

- d. Labor Day
- e. Thanksgiving Day
- f. Day after Thanksgiving
- g. Christmas

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

In order to qualify for holiday pay, the members shall be in a paid status the normally scheduled shift of work immediately following the holiday. Employees who work other than a regular five (5) – eight (8) hour work schedule shall be granted up to ten (10) hours holiday pay for each fixed holiday.

2. Floating Holidays:

- 2.1 All new employees hired between January 1st and the 3rd Monday in January shall receive five (5) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 30th shall receive four (4) floating holidays for that year.

All new employees hired from July 1st and the end of the year shall receive two (2) floating holidays for that year.

- 2.2 The City observes the birthday of Martin Luther King Jr. on the third Monday of January, although the City has not declared that day as an official holiday.

Employees who work in offices that are closed on the third Monday of January shall not have the option of working that day, and they will have their fifth floating holiday deducted for that day. Employees who are scheduled to work, but do not work, on the third Monday of January will have their fifth floating holiday deducted for that day.

- 2.3 Employees who are required to work on the third Monday of January shall not have their fifth floating holiday deducted. Employees who are required to work, but are incapable of reporting to work due to illness or injury, must take that day as a sick day.

- 2.4 Floating holidays may not be carried into the next year, and unused floating holidays will not be paid out at termination.

- 2.5 Employees shall be allowed to use floating holiday time in the same manner as other leave except as otherwise stated.

Section F – Working Out of Classification

1. In some instances when an employee is off work temporarily it is necessary to fill in behind that employee to efficiently accomplish the work of the City. Usually the employee called upon to fill in is in a different classification and a lower grade. The City benefits by having continuity in the work of the higher level position; the employee filling in benefits by gaining experience in a more responsible position.
2. When an employee is called upon to fill a temporary vacancy of at least one week in a higher level position and that employee performs the key duties of that higher level position, the City will pay that employee at the appropriate step of the salary range of the higher-level position. Out-of-classification pay will apply beginning the first day of any one-week or longer out-of-classification assignment. In the case of unplanned out-of-classification assignments or those that unexpectedly extend to at least one week, out-of-classification pay will be provided retroactively to the first day of the assignment.
3. Selection for Out-of-Classification Assignments
 - 3.1 An employee may work out-of-classification only when notified in advance by his/her supervisor to fill a vacancy in a higher-level position or for special advanced approved projects. Selection for out-of-classification assignments shall be made in the following order:
 - a. The employee who has passed and is currently on the Civil Service promotion list for the position to be filled. If more than one (1) employee in the work group is on the Civil Service promotion list, selection shall be made in order of standing on the promotion list.
 - b. If no employee in the work group is on the Civil Service promotion list for the position to be filled, the employee who has the seniority for the position and is fully qualified to perform the duties of that position.
 - 3.2 Selections for out-of-classification assignments are to be made from the appropriate work group. In some cases the work group will be the entire department; in others, a division. And in still others, the work group will be a unit of a division. The guiding factors should be how discretely each work group functions and what the selection practice has been. To facilitate continuity of operations, out-of-classification assignments of less than a full shift shall be handled within the smallest work unit.
4. Out-of-classification assignments require the prior written approval of the Human Resources Director.
5. Payment for Out-of-Classification Assignments

- 5.1 With the exception of employees being trained in a higher-level classification, an employee working in a higher classification for less than a full shift shall be paid on an hour-for-hour basis; an employee working at least half a shift in the higher classification shall receive the higher level pay for the entire shift.
 - 5.2 An employee working out-of-classification shall be paid at the step of the salary range for the higher level position that provides a one (1) step increase (figured at the higher salary range) over his/her permanent salary; however, if after computing a one (1) step increase the amount falls between two (2) steps, the employee will be paid at the higher step. In no event will an employee working out-of-classification be paid more than the top step for the higher-level position. For example, if the out-of-classification assignment is to a position that has \$1.10 per hour difference between the first two (2) steps, the employee would be placed in the lowest step that provides a \$1.10 increase, but not to exceed the top step.
 - 5.3 An employee working out-of-classification for six (6) consecutive workweeks or more will receive out-of-classification pay for all compensable time (e.g., vacation leave, sick leave) during the remainder of the higher level assignment (without retroactive adjustment for the first six weeks). An employee working out-of-classification for less than six (6) consecutive workweeks will receive out-of-classification pay only for hours worked in the higher level classification.
 - 5.4 No adjustment to an employee's salary shall be made while the employee receives training in a higher-level position.
6. The Association shall be provided a copy of all out-of-classifications requests for M&P employees approved by the Human Resources Director.

Section G – Absences From Work

The City of Spokane and the Association agree to adopt the "salary basis" regulations adopted by the Washington State Department of Labor and Industries. It is generally understood that for salaried employees whose duties meet the independent judgment and discretion of the "duties" test under the Fair Labor Standards Act, it may often be necessary to work more than forty (40) hours per week to complete their tasks. With respect to instances in which a salaried employee's pay may be reduced if fewer hours are worked, the parties have agreed to the following:

1. If an employee performs no work at all in a particular workweek and the absence is not charged to an appropriate leave bank, the employee's salary will be deducted for the entire week.

2. If an employee takes off a full day for personal reasons other than sickness or accident, the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the full day.
3. If an employee has exhausted all paid illness leave, and takes a whole day off for illness (except for industrial injury or disability) the employee's salary will be deducted for the entire day unless the absence is charged to an appropriate leave bank.
4. A salaried employee shall not have his or her leave banks reduced for scheduled and approved absences of less than four hours per day (such as for doctor's appointments), except that if an employee is eligible for intermittent leave under the Family and Medical Leave Act, leave banks as appropriate will be deducted for partial day absences.
5. In the first and final weeks of employment, an employee's salary may be prorated for actual days worked.
6. An employee's salary may be deducted for less than a full week for disciplinary suspensions if they are imposed for violations of safety rules.
7. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section H – On-Call Pay

The parties agree to discuss possible revisions to the below on-call pay provisions in labor-management meetings. If no agreement regarding on-call pay is reached by January 1, 2016, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

1. On-call duty may become a condition of employment for new employees, but will be optional for existing employees.
2. On-call pay will be limited to those employees as agreed to by the Association, the department head and the Human Resources Director.
3. On-call time as defined by the Department of Labor is time spent by employees off the premises engaged in their own pursuits where the employee must remain available to be called back to work on short notice if the need arises.
4. Compensation will be as follows:

Hourly Employees:

Hourly employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays. Hourly employees shall also receive personal leave, compensatory time or overtime pay in accordance with this Agreement or City policy as appropriate for actual time worked.

Salaried Employees:

Salaried employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays.

5. The normal expected response time to answer a pager or phone for the on-call employee is within fifteen (15) minutes of being called unless otherwise agreed. Failure to respond within this time period could lead to disciplinary action. The nature of the emergency will determine the appropriate length of time for the response.
6. It will be the responsibility of the scheduled on-call employee to find a substitute, if needed, and to obtain supervisor approval of the replacement.

Section I – Range Changes

Employees who change pay ranges will be placed at the same step of the new range as they are in the current range.

ARTICLE VII – CONTINUITY OF CONDITIONS

Except as otherwise provided, all matters contained in written personnel policies, ordinances and applicable law that relate to wages, hours, and working conditions of employees, shall remain in effect through the term of this Agreement.

The City is not limited, confined or restricted by past practice, rule, custom, or regulation in carrying out its mission.

This Agreement shall not be interpreted to restrict the Association's right under state law to bargain the decision and impact of changes in subjects of bargaining where required by state law.

ARTICLE VIII - HEALTH & WELFARE

Section A – Insurance Information

The parties shall work together to control future costs in employee medical, dental, life, and disability insurance coverage. The City shall provide, as appropriate, experience information concerning premiums and claims paid and arrange for carrier representatives to meet with the Association. The City shall provide the Association with copies of received quotes and proposed

insurance rates within a reasonable time after receipt.

Section B – Medical Insurance

Agreed-upon medical insurance contributions affecting employees is contained in Attachment B.

Section C – Dental Insurance

Agreed-upon dental insurance covering employees is contained in Attachment B.

Section D – Life Insurance

Agreed-upon life insurance covering employees is contained in Attachment B.

Section E – Long-Term Disability Insurance

Agreed-upon long-term disability insurance covering employees is contained in Attachment B.

Section F – Leave Sharing

Personnel Policy ADMIN-0620-09-28 will be applicable to Association members with the following clarifications:

1. It is the policy of the City to permit non-uniformed employees (exempt, non-represented management and represented) to donate vacation time, sick leave and/or compensatory time to a non-uniformed co-worker who is suffering from or has an immediate family member suffering from a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, sick leave, compensatory time, and floating holidays, and who will imminently go on leave without pay or terminate City employment. "Immediate family" will be defined as spouse, domestic partner, parent, stepparent, son or daughter, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.
2. An employee may receive leave under this program if the employee or immediate family member suffers from an illness, non-job-related injury or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

An employee may receive leave under this program if the employee has an immediate family member living within the employee's immediate household that suffers from a severe or extraordinary non-job-related illness or injury; which has caused or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment. Provided, however, that a doctor's certification is provided to the City in a timely manner.

3. An employee receiving the leave-sharing benefit shall receive no more than a total of one-hundred twenty (120) days of such leave during each ten (10) years of service beginning with the date of employment, which shall be non-cumulative,

at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as determined by the Association and Human Resources on a case-by-case basis for catastrophic illnesses.

4. Vacation and Sick Leave accrued while a member is in paid leave status due to the use of shared leave must be used as it is earned.

Section G – Illness Leave

1. An employee may use illness leave whenever he/she:
 - Cannot report to work due to personal illness or injury;
 - Has a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
 - Has an emergency or illness involving a member of the employee's immediate family, if the family member is incapable of caring for self.

"Immediate family" for purposes of this section means spouse, domestic partner, parent, stepparent, son or daughter, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.

Requests to use leave for other relatives shall be submitted to a committee composed of one (1) person from Human Resources, one (1) person from the department from which the request originated, and one Association representative. 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.

2. Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, child, spouse, parent-in-law or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave-Sharing benefits is subject to the existing requirements and approval process as stated in Article IX, Section F. Leave covered by the Family Medical Leave Act (FMLA) will continue to be governed by City policy.
3. As of January 1, 2018, the bi-weekly accrual will be increased to six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. Access to the regular account will continue as is, but the reserve account may only be accessed for absences protected under the FMLA or absences resulting from on-the-job (OJI) injuries. For employees new to the City, during the first three (3) full years of their employment, no paperwork will be required to access the reserve FMLA/OJI account, only the exhaustion of their regular account. For purposes of payouts at separation, the two accounts will be merged and

considered as one account.

4. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employee upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be $960 \text{ hrs.} \times 40\% = 384 \text{ hrs.}$
5. Effective January 1, 2019, if an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 4 will be increased to sixty percent (60%). The maximum leave payment would then become $960 \text{ hrs.} \times 60\% = 576 \text{ hrs.}$
6. An employee with a minimum of five (5) years of service with the City who terminates service in good standing (i.e. layoff, two (2) weeks' notice from employee) will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.
7. Employees who suffer from severe or extraordinary non-job-related illnesses, injuries, or impairments will be eligible for an additional 960 hours (120 days) of paid leave every ten (10) years in accordance with the City's leave-share program, as described in the City's Administrative Policy and Procedure 0620-09-28.

Section H – Bereavement Leave

Employees shall be permitted to use up to and including five (5) days of any available paid leave, including illness leave, in the event of death in the immediate family. Two (2) additional days of paid leave may be used when the one-way travel is two-hundred fifty (250) miles or more. For this paragraph only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, son or daughter, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household. Requests to receive leave for other persons shall be submitted to the Human Resources Director for approval, and whose decision shall be final and not subject to the grievance procedure.

Section I – Paternity Leave

A male employee shall be permitted four weeks (160 hours), at the discretion of the employee, of illness leave for paternity purposes. Such leave shall be used within one year after the birth of the child.

Section J – Salaried and Hourly Status

1. Salaried Employees

Most of the City's managerial and professional employees are considered "salaried" employees exempt from the Fair Labor Standards Act. Under the Fair Labor Standards Act, salaried employees are defined as executive, administrative or professional employees who

are paid on a regular salary basis. As salaried employees, they are paid for their work product and not for the hours required to accomplish their work. Therefore, salaried employees are often allowed and/or required to work flexible schedules, which may be more or less than forty (40) hours per week to adapt to variable workloads.

- a. If a salaried employee believes that a supervisor has unreasonably denied a flexible or variable work schedule, the employee shall formalize the requested schedule in writing (including e-mail). The supervisor shall respond in writing (including e-mail) with specific reasons why such request is denied. If the employee continues to believe the supervisor has acted unreasonably, the employee shall notify the Association.
- b. If a supervisor believes that an employee has unreasonably refused to work a flexible or variable work schedule that is necessary to produce the required work product, the supervisor shall formalize the required schedule in writing (including e-mail). The employee shall respond in writing (including e-mail) with specific reasons why the employee refused to work the required schedule. If the supervisor continues to believe the employee has acted unreasonably, the supervisor shall notify Human Resources.
- c. Upon receipt of notification that there has been an alleged unreasonable denial or refusal regarding a flexible work schedule, either the Association or Human Resources shall raise the issue for discussion in the next regularly scheduled labor-management meeting. If the issue is not resolved in labor-management meetings, it may proceed through either the grievance or disciplinary process, as appropriate.

2. Hourly Employees

"Hourly" employees are not exempt from the Fair Labor Standards Act, and receive overtime at the rate of time and one-half for hours worked over forty in a workweek. Hourly employees who have accrued compensatory time will be cashed out at a rate of one and one-half.

3. Notification of Status

The Human Resources Department shall notify the Association whenever the designation of exempt/non-exempt status has been made for a newly created position or a change to an existing exempt/non-exempt position.

4. PROJECT PAY

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of his/her normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior

written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Association, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

Section K – Vacation Leave

Employees earn a number of paid vacation hours each pay period. The number of hours earned depends upon the employee's length of employment and the number of hours in a pay status. Vacation hours earned cannot exceed the maximum accrual listed below.

A new employee must first work a minimum of six (6) months before he/she becomes eligible to use paid vacation leave, unless approval is obtained by a supervisor to use it before six (6) months. Employees who leave City employment after six (6) months are entitled to cash payment for vacation leave up to the time of separation. Employees who leave City employment before the completion of six (6) months shall forfeit all vacation time accrued and are not eligible for cash payment.

Prior approval to use vacation leave must be obtained from the employee's supervisor so that proper scheduling of work can be accomplished.

Vacation is accrued at the following rates for all Association employees:

| Years of Service | Biweekly Accrual | Maximum Accrual |
|-----------------------------|-------------------------|------------------------|
| First 4 years | 3.70 | 200 |
| Begin 5 th year | 5.24 | 273.52 |
| Begin 11 th year | 5.55 | 289.72 |
| Begin 12 th year | 5.85 | 305.38 |
| Begin 13 th year | 6.16 | 321.56 |
| Begin 14 th year | 6.47 | 337.74 |
| Begin 15 th year | 6.78 | 353.92 |
| Begin 20 th year | 8.32 | 434.30 |
| Begin 25 th year | 9.00 | 434.30 |
| Begin 30 th year | 9.50 | 434.30 |

The first pay period in December, employees may elect to cash out up to 40 accrued vacation hours (so long as such cash out does not drop the employee's vacation bank below 80 hours).

Section L – Vacation & Illness Leave Banks

When negotiating with a highly qualified applicant it is allowed to offer up to forty (40) hours of vacation leave and/or up to forty (40) hours of illness leave as an initial drop into an employee's leave bank. Approval for such additional leave must be secured from the Human Resources Director before being offered to the candidate.

ARTICLE IX – GENERAL PROVISIONS

Section A – Contract Administration

This Agreement will be administered by individuals designated in writing by the City Administrator and the Association President.

Section B – Association Activities

1. Association officers, board members and staff representatives who need time away from their work to conduct Association business related to grievances, negotiations, or other related activities shall be afforded the necessary amount of time to conduct such business without loss of pay or any leave bank charged.
2. Association delegates who attend conferences or other training shall be specifically identified by letter at least ten (10) days prior to the proposed absence. The employees shall be granted paid leave for the period required to attend such functions, subject to supervisor and Human Resources Director approval, which shall not be unreasonably withheld. Such leave shall not be charged against the employee's leave banks. This leave would not exceed more than five (5) days per employee per calendar year.
3. The Association shall not utilize City time, FAX machines, mail room services, phone/electronic mail, or copy machines for Association business unless prior approval is granted by the City.
4. The Association President and Staff Representative and specified others, who have been identified to the City in writing, shall have full and free access to the system available on the desktop computers and telephones at any time during work hours. The work allowed shall be such Association business as appropriate.
5. The time spent on Association activities shall not adversely affect the employee's primary City position.
6. The City and the Association agree that any problems that arise from this section will be resolved through a labor-management meeting.

Section C – Non-Discrimination

The City shall not discriminate against any employee on the basis of permissible activity on behalf of, or membership in, the Association. The Association recognizes its responsibility as bargaining representative and shall represent all employees without discrimination, interference, restraint, or coercion. The parties shall comply with federal, state, and city discrimination laws and policies.

Section D – City Policies/Work Rules/Ethics Code

City policies/work rules approved by the Mayor or his/her designee shall apply to employees. Except as otherwise provided, policies/work rules in effect at the start of the contract term shall

remain in effect for the term of this Agreement. Copies of new or modified policies/work rules that relate to wages, hours, and other working conditions of employment for employees shall be sent to the Association and are subject to negotiation pursuant to Article VII of this Agreement if requested. Policies/work rules that have been agreed to by the Association that directly contradict any Article, section or portion of this Agreement must become part of this Agreement by Supplemental Agreement to be enforceable.

The Code of Ethics contained in the Spokane Municipal Code shall apply to Association members.

Section E – Layoffs

Employees will be given four (4) weeks' notice prior to the effective date of the layoff for lack of work or lack of funds.

Section F – Civil Service Employment

The Civil Service Commission has the authority to promulgate rules which are binding on classified employees, unless the terms of this Agreement are different from the rule, in which case this Agreement governs.

The Rule of Three applies to all Association positions that have more restrictive rules of appointment under the Civil Service Rules. For all Rule of Three positions, the appointing officer shall select from the three highest candidates on the Civil Service eligibility list the one that the appointing officer determines is best qualified for the position. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection.

Section G – Supplemental Agreements

1. During the term of the Agreement, maintenance of contract items shall be through the use of Supplemental Agreements. Supplemental Agreements shall not be used to discuss items of cost unless mutually agreed upon. Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.
2. All substantive Supplemental Agreements shall be incorporated in writing within the next collective bargaining agreement.
3. All non-substantive Supplemental Agreements entered into by the parties prior to or during the term of this Agreement shall expire at the end of this Agreement unless otherwise agreed to.

Section H – City Required Licenses/Certifications

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City.

Section I – Employee/Management Meetings

The parties shall hold employee/management meetings for the purpose of resolving issues that arise.

Section J – Uniforms & Protective Clothing

Should the City require employees to wear "specialized" protective clothing, it shall be furnished at the City discretion and City expense.

Section K – Flex Time

The City may afford the employees the opportunity to work non-standard work schedules. Alternative scheduling will be solely at the discretion of the City management.

Section L – Natural Disasters

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives from the Association and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within forty-eight (48) hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head or designee shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director who will negotiate the matter with the Association. That decision will be final.

Section M – Project Employees

The Civil Service rules for the City provide for the hiring of "Project Employees". Project employee is defined as an "employee hired to perform a specific project or work, which is non-recurring in nature or is created by an unforeseen event which will not exceed two (2) calendar years from the date of hire without review by the Civil Service Commission."

1. Department requests for a Project Employee should be directed to the Civil Service Commission. Upon receipt of a request, a meeting will be scheduled between a representative from Civil Service, Human Resources, and the Association. The Project Committee will evaluate the request and determine if the position is a Project Employee.

2. If a position is approved, the Project Committee will determine if an existing M&P classification best identifies the project position and the corresponding salary range in the M&P pay plan. If an existing M&P classification does not exist, the Project Committee will agree upon an appropriate M&P salary range. The Project Committee shall determine which step within the agreed upon salary range to place the Project Employee.
3. M&P Project Employees will pay union dues as determined by M&P.
4. M&P Project Employees shall receive overtime pay in accordance with the Fair Labor Standards Act.
5. M&P Project Employees shall receive annual cost of living salary adjustments at the same time and in the same level as regular M&P employees.
6. M&P Project Employees may receive one step increase on the anniversary date of the person being hired (or placed in HRS classification #850). The step increase is contingent upon a one-year progress report being provided by the manager of the Project Employee to the Project Committee.
7. M&P Project Employees shall receive holiday pay for the same holidays as Association members. In order to qualify for holiday pay, the Project Employee must be in a paid status the normally scheduled shift of work immediately following the holiday.
8. Except as provided above, M&P Project Employees shall have all other rights and responsibilities afforded M&P temporary seasonal employees.

Section N – Employees’ Retirement System

The Spokane Employees’ Retirement System (SERS) exists for the benefit of the employees/retirees. The Association agrees to all of the Spokane Municipal Code, Chapter 03.05, provisions regarding SERS.

SERS Contributions: The contribution rate to the retirement system as of the effective date of this contract is 8.25%, paid by each employee and matched by the City. Effective the first pay period following agreement by all other impacted bargaining units and adoption by the City Council, the contribution rate for employees and the City will be increased to 9%.

Effective upon agreement by all other impacted bargaining units, the contribution rate may be adjusted further as follows:

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report prepared at the direction of the Retirement Board indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City may increase employee and City retirement

contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status, the City may decrease employee and City contributions by up to 1% of annual pay without further negotiations. Decreases pursuant to this section are limited to one decrease per calendar year.

SERS Benefit Tiers:

Tier 1: Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

Tier 2 (Rule of 75): Employees hired on or after January 1, 2009, but before January 1, 2015, shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

Tier 3 (Rule of 80): Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

Tier 4 (Rule of 90): Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with the employee's age plus years of creditable service equaling at least 90 or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

Section O – Tuition Reimbursement

The City and Association agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's request shall be reviewed for approval by the department head and the Human Resources Department, and such approval shall not be unreasonably denied.

ARTICLE X – GRIEVANCES

Section A – Grievance Procedure

1. Employee/Association Grievance Procedure

A grievance is a claim by an employee covered by this Agreement, or by the Association, that the City has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement, including discipline.

A classified employee may file a grievance over any suspension, reduction in rank, or discharge through either the Civil Service Commission or the provisions of this Agreement, but not both. A classified employee may file with the Civil Service Commission without

Association participation if the employee so chooses. The procedure for a grievance is as described below.

Step 1

The grievance shall first be presented in writing by the employee or the Association to the immediate supervisor within twenty-one (21) working days of the alleged violation. Every effort will be made to resolve the grievance at this step. The immediate supervisor shall have ten (10) working days to issue a written decision.

A written grievance must contain the following:

- a. The nature of the grievance;
- b. A statement of the alleged facts upon which the grievance is based, including dates and times if known;
- c. The specific Article(s) of the contract alleged to be violated; and
- d. The specific requested relief.

Step 2

If resolution is not reached through Step 1, the grievance may be submitted by the Association to the appropriate department director in writing according to the above guidelines. The written grievance must be submitted by the Association within twenty-one (21) working days after receipt of the decision in Step 1.

The City shall provide a written response to the grievance within twenty-one (21) working days after the written grievance is received. The written response shall grant the grievance or deny the grievance in whole or in part. To the extent the grievance is not granted, the specific reasons for the denial of the grievance (in whole or in part) shall be set forth in the written response.

Step 3

If the grievance is not resolved in Step 2, the Association may submit the grievance in writing to the Human Resources Director within fifteen (15) working days after receipt of the Step 2 response. The Human Resources Director shall investigate and consider the grievance and provide a written response to the Association within fifteen (15) working days after submission by the Association. The Step 3 response shall grant the grievance or deny it in whole or in part. If the grievance is denied in whole or in part, the written response shall specify the reasons for the denial (in whole or in part) of the grievance.

If the matter is not resolved in its entirety at Step 3, it may be moved to Step 4.

Step 4

If resolution is not reached at Step 3, the grievance may be moved to Step 4 by the

Association, in writing, within fifteen (15) working days after receipt of the Step 3 response. Step 4 is to be filed with the City Administrator, who may call for and require a meeting of the parties if he/she deems it advisable to do so.

Within fifteen (15) working days after submission of the Step 4 grievance to the City Administrator (twenty (20) working days if the City Administrator requires a meeting of the parties), the City Administrator shall provide a written response to the Step 4 grievance, granting the grievance or denying it in whole or in part. If the grievance is denied in whole or in part, the specific reasons for the denial (in whole or in part) must be clearly set forth in the Step 4 response. No amendments to the grievance shall be permitted after Step 4, unless by mutual agreement by the Association and City, in writing.

The processing of the grievance shall follow the steps in the order written above, provided, however, by mutual agreement of the parties, that any of the above steps may be skipped to expedite the process to resolution.

Step 5

If the matter remains unresolved and the Association desires to submit the grievance to arbitration, the Association must submit a written demand for arbitration to the City Administrator within thirty (30) calendar days after receipt of the Step 4 response.

Within ten (10) working days of the City's receipt of the Association's demand for arbitration, representatives of the Association and the City shall begin the selection process of an arbitrator. The parties shall first attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator, then the Association shall request a list of seven (7) names of northwest arbitrators from the Public Employment Relations Commission. The parties shall alternately strike names from the list until one (1) name remains. That person shall be selected as the arbitrator to hear the grievance. The arbitrator's decision will be final and binding upon the parties.

All costs of the arbitrator will be split equally between the Association and the City.

2. City of Spokane Grievance Procedure

Step 1.

The Human Resources Director on behalf of the City may file a grievance with the Association President or Staff Representative within fifteen (15) days of occurrence or the date on which he/she first became aware of it. The Association President or Staff Representative shall within fifteen (15) working days provide a written response to the Human Resources Director. Before going to Step 2, the parties shall discuss the grievance at a meeting and review all pertinent facts and information in an effort to resolve the grievance through conciliation.

Step 2.

If the grievance is not settled at Step 2, it shall be submitted in writing by the Human Resources Director within ten (10) working days after the date of the conciliation meeting to the City Administrator or his/her designee. The City Administrator shall provide a written answer within fifteen (15) working days of receipt of the grievance.

Step 3.

If the grievance is not settled at Step 2, either party may pursue any civil remedies available to it.

3. Failure to Comply With Time Limits

Failure of the employee/Association to comply with the time limits and other requirements set forth will serve to declare the grievances settled based on the City's last response, and no further action shall be taken. Failure of the City to comply with the time limits set forth above will allow the employee/Association to move the grievance to the next step. The time limits specified at any step may be extended by mutual agreement of the parties.

Section B – Release Time

All grievances shall be heard during the employees' normal workday. Association representatives may investigate and process grievances on City time. However, they shall obtain permission of their immediate supervisor before leaving their place or station of work to do so. Association representatives shall use judgment in deferring action or investigation on grievances when the progress of work is critical.

ARTICLE XI - DISCIPLINE

Section A – Discipline

1. **Introduction:** The disciplinary procedures, including predisciplinary hearings and access to the grievance procedure, apply only to permanent employees. Termination of a probationer on an original-entrance appointment or failure of a probationer on promotion probation shall not be considered a disciplinary action. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

The City will continue to administer discipline in accordance with the "Just Cause" concept. Disciplinary action shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion for cause
- Discharge

Should the City choose to initiate the disciplinary process against any employee, such action must be initiated within thirty (30) working days from the date the City became aware of the alleged incident or the right to initiate such disciplinary action may be waived by the Human Resources Department.

2. **Right of Appeal:** Permanent employees (completed probation) shall have the right to take up the suspension and/or discharge as a grievance if probation requirements have been met. Employees who are suspended or terminated by the City of Spokane and exercise their right to appeal under the terms of the grievance procedure shall submit their grievance at Step 3 of the Grievance Procedure with submission of the grievance to the Human Resources Director, with a copy to the appropriate department head of the suspended or terminated employee. Such grievance shall be submitted at Step 3 by the Association President within twenty (20) working days of the termination of employment unless an extension of time is agreed to by the parties.
3. **Right of Petition:** With the exception stated in Section A(1) above, any probationary employee who has not met the minimum service requirements and is discharged shall have the opportunity, upon request, for a hearing with the Human Resources Director or designated representative from the Human Resources Department. However, this decision shall not be subject to the grievance procedure. The Union representative shall have the opportunity to be present at this hearing. If the Human Resources Director or the designated representative agrees with the employee and the Union representative that an injustice has occurred, every effort will be made to provide an equitable remedy.
4. **Counseling by Supervisor:** Supervisors are encouraged to counsel their employees when performance or conduct drops below that which is acceptable. Such counseling is informal and should be corrective in nature. At the supervisor's discretion, the counseling session may be reduced to writing either on the Record of Counseling form or in memorandum form. The employee should sign the form or memorandum and shall be given a copy of it. A copy should also be kept in the departmental files; no other copy shall be distributed.

Documentation of a counseling session may not be used as a basis for disciplinary action against the employee. The only basis the documentation serves is to substantiate that the employee was notified of a deficiency and of corrective action needed.

When the deficiency has been corrected to the supervisor's satisfaction, the departmental copy of the Record of Counseling or memorandum shall be destroyed and the employee so notified. Any Record of Counseling or memorandum documenting a counseling session shall be considered null and void one (1) year after its date.

Section B – Predisciplinary Hearings:

1. The Human Resources Department shall be notified of any need of a predisciplinary hearing. The Human Resources Department shall arrange for the predisciplinary hearing by coordinating the date and time of the hearing with the Association President or designee and the affected department. Each hearing will be held in accordance with the current personnel policy (HR-19) as published by the City of Spokane and signed by the City Administrator.
2. If a supervisor conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor at the outset shall notify the employee of his/her right to Union representation.
3. Predisciplinary hearings shall be conducted before an employee receives a written reprimand, is suspended, demoted, or discharged for cause. Predisciplinary hearings are not required before an employee is reprimanded orally. Predisciplinary hearings are required also if at the end of the investigation the probable disciplinary action is in doubt.
4. Any employee that is asked to submit to a predisciplinary hearing shall be advised of their right to Association representation if they so choose.
5. In any predisciplinary hearing, the employee will under no circumstances be required to testify against their interests. The nature of the hearing is such that each employee is encouraged to answer all questions in an open and honest manner so as to provide all parties with a clear understanding of the facts.
6. The employee and representative shall be provided any and all documentation relative to the instance(s) giving rise to the predisciplinary hearing. Copies of either a counseling form or a letter of counseling that are an outgrowth of a predisciplinary hearing will be forwarded to the Association President or designee.
7. If requested, the employee and representative shall be given a reasonable amount of time to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the predisciplinary hearing shall be recessed until the response is prepared.
8. Predisciplinary hearings shall be conducted in a manner to cause the least embarrassment to the employee, and the parties to the predisciplinary hearing shall not discuss any matters from the hearing with other employees, supervisors or management, unless they are specifically involved in the predisciplinary hearing or have information relative to the case at hand.
9. The use of predisciplinary hearings shall supersede and take precedence over any department rule, policy or procedure.

10. An employee may be placed on administrative leave with pay pending disciplinary action.

Section C – Retention of Records:

Disciplinary actions will be kept in the personnel files for the time period listed below:

- | | | |
|----|-----------------------|---------|
| A. | Letters of Suspension | 3 years |
| B. | Letters of Reprimand | 2 years |
| C. | Letters of Counseling | 1 year |

After the expiration of the retention time periods and similar incidences have not occurred, records shall be considered void. The employee may also request records that are void be returned to him/her.

The above time periods shall serve as a minimum standard that Management may, based on the severity of the offense, extend by a statement in the disciplinary paperwork.

When a Civil Service appeal or a contractual grievance process results in a final determination that a disciplinary action was inappropriate and is overturned, all copies of the overturned letter of suspension, reprimand, or counseling shall be removed from City and Civil Service files and destroyed.

Section D – Confidentiality:

Any discipline issued under this article shall be a confidential matter between the Employer and employee, not to be discussed, posted or otherwise disseminated. Discipline is not meant to embarrass, but to correct.

ARTICLE XII – DEFERRED COMPENSATION

The City will match up to one-hundred and fifty dollars (\$150) per month to an employee's contribution to deferred compensation.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

ATTACHMENT A

WAGES

Base Pay

The pay plan steps will be adjusted per the table:

| | | 2017 | 2018 | 2019 | 2020 | 2021 |
|------|---|-------|-------|-------|-------|-------|
| Step | 1 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Step | 2 | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Step | 3 | 1.50% | 1.50% | 1.50% | 1.50% | 1.00% |
| Step | 4 | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Step | 5 | 2.50% | 2.50% | 2.50% | 2.50% | 2.00% |
| Step | 6 | 3.00% | 3.00% | 3.00% | 3.00% | 2.50% |

Longevity Pay

Longevity Pay will be paid as follows:

| Years of Service | Longevity Pay |
|------------------|----------------|
| 5 years | \$.10 per hour |
| 10 years | \$.15 per hour |
| 15 years | \$.20 per hour |
| 20 years | \$.25 per hour |
| 25 years | \$.30 per hour |
| 30 years | \$.35 per hour |
| 35 years | \$.40 per hour |
| 40 years | \$.50 per hour |

Longevity pay shall be paid bi-weekly as it is earned. Longevity pay shall be applied to all hours in a base pay status, including vacation and sick leave hours, but excluding on-call pay, and shall be included in the "regular rate" for overtime purposes.

Eligibility for longevity pay is based on the length of service with the City. Employees separating from City service will be paid longevity pay to their date of separation.

Progressive Promotions

There are some Civil Service classifications that have various class levels for similar positions. After a certain time, some entry-level positions progress to a full skill level and are generally doing the same level of work as the next higher Civil Service classification. It is the desire of the City and the Association to recognize this advancement in skill, knowledge and responsibility.

SPN 261 Assistant Urban Designer SPN 259 Urban Designer

After completion of two (2) years in the above entry level classification an employee can promote on a qualifying basis to the above full skill level classification at the beginning of the next quarter.

For City efficiency, this does not preclude the possibility of promotion on a competitive basis when filling a normal vacancy.

Certification Promotions

Employees in the classification of Plan Examiner, with at least one (1) year of service, who obtain ICBO certification as a Plan Examiner will be eligible for a three-grade pay adjustment. The adjustment is contingent on the budget process and Civil Service verification of the certification.

ATTACHMENT B

INSURANCE

Medical Insurance

Permanent part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week and who have worked for the city at least six (6) consecutive months shall have access to medical and/or dental insurance at one hundred percent (100%) employee cost plus a medical and/or dental administration fee (currently \$25/month and subject to change annually). If an employee drops coverage they are not eligible for re-enrollment until the re-enrollment period during the following calendar year. Full-time employees are eligible for medical insurance under the payment terms described below, beginning the first day of the month following 30 days of employment.

Domestic Partner coverage will be available to Association members meeting the definitions and following the affidavit procedures outlined in Spokane Municipal Code Chapter 03.09.

2017-2018

Employees will have the following medical plan options:

1. Employees who start work for the City on or after January 1, 2013, will have only City Plan IV and Group Health II as options. City contributions for City Plan IV and Group Health II will be capped at a 6% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 6% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan IV or Group Health II and participating in deferred compensation to receive this contribution).
2. Employees who started work on or before December 31, 2012, will continue to have City Plan III and Group Health I as options, in addition to City Plan IV and Group Health II. City contributions for City Plan III and Group Health I will be capped at a 4% increase over the prior year's City contributions. If the total cost of medical benefits increases by less than 4% over the prior year, the difference will be contributed in a one-time payment to employees' deferred compensation accounts (employees must be enrolled in City Plan III or Group Health I and participating in deferred compensation to receive this contribution).

2019

Employees will have the following medical plan options:

1. All employees will have only City Plan VII (Prime Network) and Kaiser/Group Health Plan V as options. The Association will determine the premium re-alignment. The

premium re-alignment will result in no net impact on the total City contribution, per confirmation by the Broker.

2020-2021

1. City contributions for City Plan VII and Kaiser/Group Health Plan V will be capped at a 6% increase over the prior year's City contributions.
2. If total medical costs are projected to increase by more than 10% in 2020 or future years, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the Association membership does not ratify the changes, the members will pay any increase over the City cap to contributions.

Health Risk Assessment

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2017, will be charged the monthly fee January – December 2018.

Health Risk Assessments for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

Retirees' Medical Insurance

Effective January 1, 2018, retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retirees and active employees to determine rates for the retiree medical plans.

Association retirees who are on the retiree medical plans will no longer receive the subsidy after the existing fund is depleted.

Dental Insurance

Employee pays \$5.00 of Dental premium per month.

Employees will participate in the Washington Dental Service Preferred Provider Option (PPO) plan, keeping the current level of coverage at \$1,500 per year.

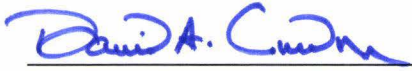
Life Insurance

| | |
|--------------------------------------|-----|
| WATER OPERATIONS SUPERVISOR..... | 665 |
| WATER QUALITY COORDINATOR | 653 |
| WATER SUPERINTENDENT | 534 |
| WEB DEVELOPER..... | 146 |
| WEB TECHNOLOGIES MANAGER..... | 150 |
| WTE ENVIRONMENTAL MANAGER..... | 588 |
| WTE MAINTENANCE SUPERINTENDENT | 575 |
| WTE PLANT MANAGER | 585 |
| WWTP ASSISTANT PLANT MANAGER..... | 659 |
| WWTP PLANT MANAGER..... | 660 |


SIGNATURE PAGE

DATED THIS 7th DAY OF May, 2018.


CITY OF SPOKANE:



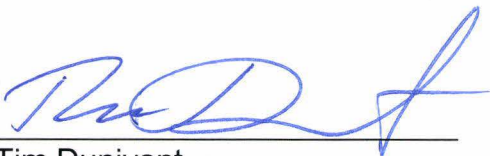
David A. Condon
Mayor



Theresa M. Sanders
City Administrator



Terri Pfister
City Clerk




Tim Dunivant
Director, Finance and Administration

Approved as to Form:

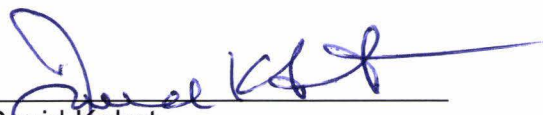


Meghann Steinolfson
Labor Relations Manager

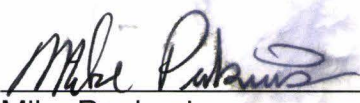


Mike Ormsby
City Attorney

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:



David Kokot
President



Mike Penkunis
Vice President

Attachment A: Medical Changes (re: City Proposal #7)

Changes to occur Jan. 1, 2019

| In-Network Benefits Summary | | PREMERA (Prime Network) | KAISER/GROUP HEALTH |
|--|--|--|--|
| Cost Share Options | In-Network Annual Deductible (pharmacy not subject) | \$150 per Member/ \$450 Family | \$150 per Member/ \$450 Family |
| | In-Network Out of Pocket Annual Maximum (does not include deductible) | \$2,000 per Member/ \$4,000 Family | \$2,000 per Member/ \$4,000 Family |
| | Coinsurance (most services) | 80/20% 60/40% out of network | 90/10% |
| | Out-of-Network Out of Pocket Annual Maximum | \$4,000 | N/A |
| Health Care Provider Visit (Office or Clinic) | Primary Care visit to treat illness or injury | \$20 copay | \$20 copay |
| | Specialist visit | \$20 copay | \$20 copay |
| | Chiropractic | Deductible + coinsurance; 30 visits PCY | \$20 copay; 10 visits PCY |
| | Acupuncture | Deductible + coinsurance; 24 visits PCY | \$20 copay; 8 visits PCY |
| | Preventive Care (exams) | Covered in Full | Covered in Full |
| If you have a test | Diagnostic (outpatient) X-Ray and Lab | No charge for first \$100, then deductible + coinsurance | Deductible + coinsurance |
| | Imaging (CT/PET scans, MRIs) – Prior authorization required | No charge for first \$100, then deductible + coinsurance | Deductible + coinsurance |
| Pharmacy Benefits | Pharmacy generic, 30-day supply | \$15 copay | \$15 copay |
| | Pharmacy brand, preferred and non-preferred | \$30 copay | \$30 copay Non-preferred generic/brand drugs not covered |
| | Mail Order Generic/Preferred Brand & Non-Preferred Brand | \$20/\$60 | 2X prescription cost share |
| Vision Exam & Hardware | Adults age 19 or over | \$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months | \$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months |
| | Children under age 19 | 1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance) | 1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance) |
| Emergency Services | | \$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply | \$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply |
| | | | |

Note: Estimated savings of 7.8% as shown.

**Increase to vision hardware adds .25% to rates previously discussed.*