

**AGREEMENT**

**BETWEEN**

**THE CITY OF SPOKANE**

**AND THE**

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**LOCAL 270-PA, AFSCME**

**JANUARY 1, 2020 – DECEMBER 31, 2023**

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**THE CITY OF SPOKANE**  
**AND THE**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES**  
**LOCAL 270-PA, AFSCME**

**JANUARY 1, 2020 – DECEMBER 31, 2023**

**PREAMBLE**

This Agreement entered into by the City of Spokane, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 270-PA, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**TERMS OF AGREEMENT:** This Agreement shall become effective on the first day of January 2020 and shall continue in full force and effect through the 31st day of December, 2023.

The City and Union agree to negotiate in 2023, for a contract effective January 1, 2024, covering wages, benefits and conditions of employment. These negotiations shall begin upon written notice by either party.

**EMBODIMENT**

This Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or not settled, during the course of these negotiations. Such matters shall also not be subject to the grievance procedure.

During the life of this Agreement, maintenance of contract items shall be processed through the provisions of the Supplemental Agreement.

## **PRODUCTIVITY**

It is mutually agreed that the City management and Local 270-PA shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency.

## **ARTICLE I - RECOGNITION**

### **Section A - Bargaining Agent:**

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, benefits and other conditions of employment for all employees in the bargaining unit.

### **Section B - Management Employees:**

Those exempt employees, whom the Union and the City jointly recognize as being part of management, and excluded from the bargaining unit, are specified below.

- A. City Prosecutor
- B. Chief Assistant City Prosecutor

## **ARTICLE II - UNION SECURITY**

### **Section A - Union Security:**

The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated locals (hereinafter UNION) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with either the Local President or the Union Staff Representative.

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) calendar days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card.

- A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

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

Union payroll authorization cards are valid whether paper or electronic and either way the City agrees to keep a copy in a secure location which shall be made available for review to the Union.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union and the Employer in accordance with the terms and conditions of their signed authorization card. If the Employer determined that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement's grievance procedure.

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

**Section B - Dues Check-Off:**

The Employer agrees to 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 Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union.

**Section C - PEOPLE Check-Off:**

The Employer agrees to deduct from the wages of any Union member a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the

name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME PEOPLE program.

#### **Section D – New Hire Orientation**

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. At least two (2) working days prior to the orientation of the new employee, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department to the Union Local President and Staff Representative. A Union official shall, at no loss of pay, be granted up to thirty minutes, at the conclusion of the orientation presentation, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

### **ARTICLE III - 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 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 Union 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 IV - SETTLEMENT OF DISPUTES**  
**(GRIEVANCE PROCEDURE)**

**Section A - Grievance Procedure:**

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement.

There shall be no retaliation against any employee for exercising their rights to file a grievance under this Article. Should retaliation occur, the Employer will take appropriate action against any employee who retaliates against a Local 270-PA member.

At each step of the grievance process, written notification supplied to the Union by the Employer shall be copied to the Human Resources Director or the City Administrator's designee.

Within five (5) working days from its occurrence, or the date on which he/she first became aware of it, the aggrieved employee may discuss the complaint with the immediate supervisor, with Union representation present, if desired. The supervisor shall provide a verbal decision within five (5) working days. If settled, no further action shall be taken. If the complaint process is not used then the Union shall have twenty (20) working days from occurrence, or from the day they become aware of it, to initiate Step 1.

**Step 1:** If not resolved on an informal discussion basis, the complaint shall be considered a grievance and shall be reduced to writing on an official grievance form and signed by the aggrieved within fifteen (15) working days from the date of the verbal decision and submitted to the immediate supervisor. Unless otherwise agreed to by the parties, the supervisor in this written step shall be that level of supervision that is out of the jurisdiction of Local 270-PA. The immediate supervisor shall provide a written answer within five (5) working days of the date of submission with copies to the Human Resources Director or City Administrator's designee. If the informal process was not used, the supervisor will have ten (10) working days to respond.

**Step 2:** Provided the grievance is not settled satisfactorily at Step 1, the grievance shall then be submitted in writing to the appropriate department head within five (5) working days. The department head shall submit a written answer within five (5) working days.

**Step 3:** If the grievance is not settled at the department head level, it shall be submitted by the Union Business Representative to the Human Resources Director or City Administrator's designee within five (5) working days after receipt of the written response from the department head. The Human Resources Director or City Administrator's designee shall investigate the matter, meet with the Union Business Representative within ten (10) working days after submission and provide a written answer to the Union Business Representative within five (5) working days after meeting on the issue. Prior to submitting a response to the Union Business



Representative, the Human Resources Director or City Administrator's designee may confer with the City Administrator. The City Administrator shall indicate on the response to the Union Business Representative, his/her concurrence with the response.

Failure of either party to comply with the time limits set forth above will serve to declare the grievance as settled based upon the last request or the last answer received and no further action shall be taken. The time limits as specified in any step may be extended by mutual agreement of the parties.

Any Employer grievance will be filed by the Human Resources Director or City Administrator's designee with the Union Business Representative at Step 3.

**Section B - Arbitration:**

Any matter which has not been resolved by the grievance procedure may be submitted to arbitration by the aggrieved party without the consent of the other party. Within ten (10) working days following the completion of the process the aggrieved party shall notify the other party in writing of their intent to invoke the arbitration process. The parties may meet to discuss a settlement of the issue. If no agreement is reached within twenty (20) working days after notification is given, the moving party shall notify the selected arbitrator of the pending case. The City and Local 270-PA shall agree to a list of three (3) arbitrators to hear, in rotation, any pending cases with the City and Local 270-PA. If no one can be mutually agreed upon, the two sides will request a list of qualified arbitrators from the Public Employment Relations Commission. This list shall contain nine (9) names. The list used shall be developed from the list of nine (9). Should it become necessary to replace one of the arbitrators selected, the process shall be repeated until a list of three (3) is maintained. It is mutually agreed that once selected, the arbitrators selected shall serve until formally replaced. The parties agree:

1. The arbitrator should hear the case within twenty (20) working days after the case is presented. The arbitrator shall then make a written report of findings to Local 270-PA and to the City within fifteen (15) working days after the hearing is concluded. The decision of the arbitrator is final and binding on both parties. The arbitrator shall establish the rules of procedure. The final decision of the arbitrator shall be implemented as soon as possible but in any case no later than thirty (30) days after the decision is rendered. The arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit recommendations solely to the interpretation and application of this Agreement. The above time limits of this provision may be extended by mutual agreement or request of the arbitrator.
2. Each grievance or dispute will be submitted separately except when the City and the Union mutually agree to have more than one grievance or dispute submitted to the arbitrator.

3. The expenses of the arbitrator and related stenographic expenses shall be borne by the losing party.

**Section C - Processing Grievances:**

Shop stewards may investigate and process grievances during working hours without loss of pay. In order to maintain the progress of work, shop stewards will obtain permission of their immediate supervisor before leaving their place or station of work to investigate a grievance or handle a complaint or other labor matter. Permission of the supervisor will not be unreasonably withheld and complaints concerning alleged improper withholding of permission will be subject to the grievance procedure. Shop stewards shall use judgment in deferring action or investigation on disputes or complaints when the progress of the work is critical.

**Section D - Union Stewards:**

The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

**ARTICLE V - SENIORITY**

**Section A - Seniority Defined:**

1. **Job Classification Seniority:** The length of continuous service in the employee's job classification. Job classification seniority shall be used in determining vacation preference, layoffs, work assignments, etc.
2. **Departmental Seniority:** The length of continuous service in the employee's present department. Departmental seniority shall be the determining factor if the job classification seniority is equal.
3. **City Seniority:** The length of cumulative employment with the City of Spokane. In the matter of job openings, vacancies, transfers, new positions, and layoffs, seniority shall be applied.

Cumulative is defined as total service with the City; however, this does not apply to an employee whose employment with the City is terminated for any reason, other than layoff, and is rehired at a later date.

**Section B - Seniority List:**

The City shall prepare a list of full time employees showing their seniority and deliver the same to the Union at the end of each quarter (March, June, September, December). Upon completion of their probationary period, new employees shall be added to the seniority list. The list shall reflect the employee's name, classification and date of appointment, departmental seniority and length of service with the City.

**Section C - Layoff and Recall:**

1. Seniority as defined in Section A above shall be followed if layoffs are to occur. All authorized leave with pay shall be considered as time worked.

2. The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall. Prior to any actual layoff, Labor/Management will consider acceptable alternatives to layoffs.
  - a. No layoffs shall be executed as long as there are temp/seasonal, part-time or extra help Prosecutors working;
  - b. In the event of a layoff for any reason, Prosecutors shall be laid off in the inverse order of the departmental seniority in their job classification. In the event of a tie in department seniority, then total length of service as an Attorney, with the City Prosecuting Attorney's Office shall prevail.
  - c. Prosecutors being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

**Section D – Bumping:**

If a member is laid off and that member has greater seniority than that of other members in a lower job classification or a previously held job classification, he/she may then bump the least senior, lower class member. The member who has been bumped shall then have the same opportunity to bump downward.

**Section E – Recall:**

1. Prosecutors who are laid off, or bumped in lieu of layoff, shall have the first opportunity to fill vacancies in their former classification.
2. Prosecutors shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.
3. Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff. Prosecutors may refuse a recall once. A second refusal to return to work will remove a Prosecutor from the recall list. Laid off Prosecutors who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off Prosecutor or hand delivered to the Prosecutor.
4. Any temporary or extra help work required by a department in a job classification in which there are Prosecutors on layoff shall be offered to laid off Prosecutors.

**ARTICLE VI - WAGES**

**Section A - Salary Schedule:** Employees shall be compensated in accordance with the salary schedule in Attachment A. Attachment A is hereby incorporated by reference as part of this Agreement.

**Section B - Pay Periods:** Salaries and wages of employees shall be distributed exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

## **ARTICLE VII - HOURS OF WORK**

### **Section A – Normal Office Hours**

Prosecutors are professional employees and as such are considered “salaried” and exempt for the purposes of the Federal Fair Labor Standards Act. As salaried employees, they are paid for a product and not the hours required to accomplish their work. The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week. The normal office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Flex time and/or alternative work schedules must have management’s prior approval.

#### **1. 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 their 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 Union, 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.

#### **2. Variable Work Schedule**

Supervisors shall encourage variable work schedules to reduce the number of extra work hours required. Employees are not required to use other leave for occasional absences of less than two hours in a workweek. The variable work schedule shall be flexible enough to accommodate any unforeseen situations that could arise on a daily basis.

## **ARTICLE VIII - GENERAL PROVISIONS**

### **Section A - No Discrimination:**

The City agrees not to discriminate against any employee on the basis of activity on behalf of, or membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The City and the Union agree to comply with State and Federal laws covering discrimination involving employees or applicants for employment.

**Section B - Discipline:**

1. **Introduction:** The disciplinary procedures, including predisciplinary hearings and access to the grievance procedure, apply only to permanent/ probationary employees. However, a temporary-seasonal employee who is discharged for cause shall be entitled to a predisciplinary hearing if the employee has completed ninety (90) working days of service with the City in the 12-calendar months prior to that act which gave rise to the discipline; that employee shall also have access to the grievance procedure through Step 3. 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 Official Grievance Form to the Human Resources Director or City Administrator's designee, with a copy to the appropriate department head of the suspended or terminated employee. Such grievance shall be submitted at Step 3 by the Union Staff Representative 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 B (1) above, any probationary 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 City Administrator's designee 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 City Administrator's designee 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 C - 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 Union Staff Representative 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 Union 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 Union office.
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.
11. **Retention of Records:** Disciplinary actions will be kept in the employee's Civil Service file for the time period listed below:
  - a. Letters of Suspension 3 years
  - b. Letters of Reprimand 2 years

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 and negotiated with the Union, extend by a statement in the disciplinary paperwork.

12. 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.

**Section D - Union Business:**

The City agrees that during the life of this agreement that accredited representatives of the Washington State Council of County and City Employees, whether local or international representatives, shall have full and free access to the premises of the City at any time during working hours for the purpose of administering the Agreement, negotiating new contractual items, or investigating problems when such investigations may forestall grievances or disputes.

The Local Union President or designee shall be allowed such time as needed to carry out the duties of the office. This time shall be used to attend meetings, administer the grievance procedure, attend pre-disciplinary hearings, or any other Union business.

Other matters of mutual concern shall be brought to the labor/management meetings for the purpose of discussing an acceptable method to solve each problem.

The City of Spokane agrees that the President of the Local 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 anytime during work hours. The work allowed shall be such Union business as appropriate.

The City and the Local agree that any problems that arise from this will be resolved through a labor/management meeting.

**Section E - Supplemental Agreement:**

The parties mutually agree that supplemental agreements and/or memoranda of understanding (MOUs) shall be used solely for the purpose of maintenance of contract matters and shall not be used to discuss items of cost unless mutually agreed upon.

This contract may be amended, provided both parties concur. Supplemental agreements and/or MOUs may 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. Supplemental agreements and/or MOUs thus completed will be signed by the responsible Union and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) calendar days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements and/or MOUs thus completed shall become a part of the larger Agreement and subject to all its provisions. Supplemental agreements and/or MOUs that have been negotiated during the term of an Agreement shall be incorporated into the successor Agreement. Any supplemental agreement or MOU that pre-dates the successor



Agreement, and was not incorporated into the successor Agreement, is null and void upon the effective date of the successor Agreement.

**Section F - Rules:**

Employees are expected to maintain good conduct in respect to their positions as public employees. New work rules and existing rules shall be reviewed and signed by the Human Resources Director or the City Administrator's designee. New rules shall be reviewed with the employees and posted on the bulletin board before they shall become effective. It shall be the policy of the City to administer new and existing work rules in a uniform manner. Copies of any new rules or changes in existing rules shall be forwarded to the Union representative and subject to negotiations if requested.

**Section G - New and Terminated Employees:**

The City agrees to furnish the Union each month a listing of all new eligible bargaining unit employees who are hired or terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home address.

**Section H - Labor Management Meetings:**

It is mutually agreed that the negotiating committee for Local 270-PA and the negotiating committee for the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be held by mutual agreement as necessary to conduct business.

**Section I - Employees' Retirement System:**

The City and Local 270-PA agree that Spokane Employees' Retirement System (SERS) benefits provided for bargaining unit employees fall within the intent and meaning of Article I, Section A, of the Agreement, and such benefits shall be negotiated. The Union agrees to all of the Spokane Municipal Code, Chapter 03.05 (as of the effective date of this Agreement), provisions regarding SERS.

**SERS Contributions**

The contribution rate to the retirement system as of the effective date of this contract is 9.75%, paid by each employee and matched by the City.

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 will 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 no penalty/actuarial reduction with 30 years of service or if 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.

The City and the Union mutually agree that during the life of this Agreement matters concerning employees' retirement benefits and contributions shall be placed with the Retirement Board. Should a new actuary study indicate improvements in benefits without additional contributions, the Union reserves the right to recommend to the Retirement Board that said benefits be implemented.

**Section J - Printing of the Labor Agreement:**

The City of Spokane and Local 270-PA mutually agree to print the labor agreement and to share the cost equally.

**Section K – Incidental Use of Private Vehicles:**

The prevailing state mileage rate shall be paid to employees who use their private vehicles for official City business when such use has been authorized in advance.

**Section L - Social Security Benefits:**

The City agrees to continue payments for Social Security benefits during the term of this Agreement.

**Section M - Rules and Policies:**

Citywide policies signed by the City Administrator shall cover all employees in classifications covered by this Agreement.

Copies of citywide policies shall be forwarded to the Union representative and subject to negotiations if requested. Policies in effect upon the signing of this Agreement, remain in full force.

**Section N - Contract Administration:**

The parties agree that the administration of this Agreement and all issues relating to the interpretation, application or meaning of this contract will be handled through the Human Resources Director or City Administrator's designee of the City of Spokane or a designee from the Human Resources Director. The Union Staff Representative, Local President or their designee shall be responsible for all issues regarding employees covered by this Agreement.

**Section O - 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. The City shall continue to pay seven hundred fifteen dollars (\$715.00) per member per year for Continuing Legal Education (CLE). The City shall continue to pay Washington State and Spokane County Bar dues for each member.

**Section P – Tuition Reimbursement:**

The City and Union 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 City Prosecutor and the Human Resources Department, and such approval shall not be unreasonably denied.

**ARTICLE IX - HEALTH AND WELL-BEING**

**Section A - Medical:**

The City agrees to continue to provide four (4) medical plans: City Plan III, City Plan IV, Group Health I, and Group Health II for the term of this Agreement. The level of coverage provided shall not be reduced during the term of the Agreement without negotiations, even in the event the carrier of said coverage is changed.

The City’s contribution to each tier of each medical plan will be set at 4% over the prior year’s City contribution, and the employee will be responsible for the remaining premium. Either the City or the Union may request a medical opener to discuss plan design changes should medical rates increase more than 4% a year, or if the City implements any new plans with other bargaining units.

Domestic Partner benefits are available for bargaining unit employees.

**Section B – Health Risk Assessment:**

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee (currently \$25/month and subject to change annually) 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 2020 will be charged the monthly fee January – December 2021.

Health Risk Assessment surveys 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.

**Section C – Dental:**

Employees will participate in the Delta Dental PPO program and the City will provide employee and dependent dental coverage for Local 270-PA employees throughout the term of this Agreement.

**Section D – Life Insurance:**

Effective January 1, 2010, the City will provide employee life insurance coverage equal to one and one-half (1½) times the annual salary to a maximum of one-hundred thousand dollars (\$100,000) throughout the term of this Agreement.

The City will provide six thousand dollars (\$6,000) life insurance for spouses and two thousand dollars (\$2,000) for dependent children.

**Section E – Long-Term Disability:**

The City will provide long-term disability insurance for Local 270-PA employees throughout the term of the Agreement.

**Section F – Voluntary Life Insurance:**

The City agrees to offer a voluntary life insurance program throughout the term of this Agreement.

**Section G – Section 125 Program:**

The City agrees to offer a Section 125 program throughout the term of this Agreement.

**Section H - Use of Leave for Job-Related Injuries:**

An employee may use illness and/or vacation leave when off work due to an on-the-job-injury. The employee has the option of using or not using illness and/or vacation leave; however, once the employee has made a choice, the employee may not subsequently choose another option. Should the employee choose to use illness and/or vacation leave, the employee will not be placed on a leave of absence until the leave(s) chosen are exhausted. Should the employee elect to use vacation leave, that leave may not be used for the buy-back feature; however, vacation leave may be used up to the percentage of time not covered by time-loss benefits. Should the employee elect to use illness and vacation leave, they would be used serially in the order specified by the employee.

The City shall maintain an industrial insurance program through the Washington State program.

**Section I - Reporting of Accidents:**

All injuries that occur during working hours must be reported to the employee's immediate supervisor on the day of injury before he leaves his department of employment. "Employee's Report of Injury" forms will be provided in convenient locations.

**Section J - Employee Assistance Program:**

In an effort to fully meet the requirements and expectations of the Drug-Free Workplace Act of 1988 and the Americans with Disabilities Act, the City shall provide its employees with an employee assistance program. The City agrees to meet and confer with the Local concerning any proposed changes to the EAP.

**ARTICLE X - ILLNESS LEAVE**

**Section A - Accrual:**

Cumulative illness leave with pay shall accrue to each permanent full-time City employee at the rate of four (4) hours for each bi-weekly pay period. Permanent part-time employees shall accrue illness leave on a pro rata basis. In order to accrue sick leave, the employee must be in a paid status for eighty percent (80%) of that pay period. Total accumulation of sick leave shall be unlimited for all employees hired before January 1, 2017. For all employees hired on or after January 1, 2017, illness leave banks are capped at 960 hours (120 days).

Temporary seasonal employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked, including overtime. Sick leave begins accruing when a temporary seasonal employee starts, however they cannot use their accrued leave until after ninety (90) calendar days of employment. Temporary seasonal employees accrued sick leave may not be capped, however they may carryover their unused accrued sick leave balance into the following year. Temporary seasonal employees unused sick leave benefits are forfeited upon termination of employment. Should a temporary seasonal employee be rehired within twelve (12) months after separating with the City, their previous employment will be counted towards the eligibility waiting period and any forfeited paid sick leave will be restored.

Illness leave may be used anytime by the employee when that employee is incapable of reporting to work due to illness or injury to that employee. Illness leave may also be used in the case of an emergency or serious illness\* to a member of the employee's immediate family or to care for a sick child under the age of 18. An employee may be required to furnish evidence supporting the need for the use of illness leave.

Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, parent-in-law, spouse, certified domestic partner, child 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 XII. FMLA leave will continue to be governed by City policy HR-23.

\*Serious illness shall not be construed as being defined as hospitalization only.

**Section B - Bereavement Leave:**

All permanent employees shall be permitted to use up to and including three (3) days illness leave with full pay in the event of a death in the immediate family. Upon request, two (2) additional days of illness leave shall be granted when the one-way travel is a distance of 250 miles or more. It will be the responsibility of the employee to provide justification for the travel in the event such justification is requested by the employee's supervisor. Additional sick leave may be granted upon request to the Human Resources Director or City Administrator's designee by an employee.

**Section C- Immediate Family:**

A permanent employee's immediate family shall consist of spouse, certified domestic partner, parents (parental in-laws), brothers, sisters, brother-in-law, sister-in-law, children, grandchildren, grandparents or more distant relatives if living as a member of the employee's immediate household.

**Section D - Illness Leave Payment:**

1. 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 employees 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 hrs. x 40% = 384 hrs.
2. 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.

**Section E – Washington State Paid Family and Medical Leave**

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020 is established by Washington state law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total fourth-tenths of one percent (0.40%) of the employee's wages (unless otherwise limited by actions of the State). Employees will be responsible for paying their own portion of the state mandated premium, which will be done through Payroll deduction.

**ARTICLE XI - VACATION LEAVE****Section A- Vacation Accrual:**

The following vacation allowance is in effect for all permanent full-time employees hired before January 1, 2017:

<b><u>Service</u></b>	<b><u>Bi-Weekly Accrual</u></b>	<b><u>Maximum Accrual</u></b>
First 4 years	3.70	200
Begin 5th through 10th	5.24	273.52
Begin 11th	5.55	289.72

Begin 12th	5.85	305.38
Begin 13th	6.16	321.56
Begin 14th	6.47	337.74
Begin 15th through 19th	6.78	353.92
Begin 20th	8.32	435
Begin 25th	9.00	435
Begin 30th	9.50	435

The following vacation allowance is in effect for all permanent full-time employees hired on or after January 1, 2017:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
First 4 years	3.70	200
Begin 5th through 10th	5.24	273.52
Begin 11th	6.16	321.56

In order to accrue vacation, the employee must be in paid status for eighty percent (80%) of that pay period. Employees who work on a regular basis of twenty (20) or more but less than forty (40) hours per week shall accrue vacation on a pro-rata basis.

After completion of six (6) months' service employees may use vacation up to and including the amount accrued provided approval is obtained by the supervisor. Workload requirements and continuity of City service shall be the compelling factors in scheduling vacations.

**Section B - Deferment of Vacations:**

All permanent City employees are expected to utilize a minimum of ten (10) working days vacation each year. Permanent employees may defer a portion of their vacation allowance, not to exceed two times their annual vacation accrual or 200 hours, whichever is greater.

**Section C - Holiday During Vacation Leave:**

Should an employee be on authorized vacation when a holiday occurs, such holiday shall not be charged against vacation leave.

**Section D - Work During Vacation Period:**

Before it becomes necessary to cancel an employee's approved vacation, attempts will be made to secure a replacement for the employee. Should the employee be required to work during a pre-approved vacation period at the request of the City, the employee may be reimbursed for any such pre-paid, nonrefundable loss after providing appropriate documentation to the City Human Resources Department. The Human Resources Director or City Administrator's designee will make this determination.

**ARTICLE XII - OTHER LEAVE**

**Section A - Leave of Absences:**



Leaves of absence shall be granted by the City for a serious illness or accident for permanent employees.

**Section B - Military Leave:**

Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.

This section shall be in compliance and in accord with any State or Federal law regarding the subject.

- (a) Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in sections (b.) and (c.) below. This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or the National Guard.
- (b) Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay.
- (c) Whether and to what extent a member called to active duty is covered by City-sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts as well as by superior state and federal law. Retirement benefits are governed by SMC Ch.3.05.

**Section C - Jury Duty:**

City employees as citizens are encouraged to serve on juries when they are called. Employees so called and asked to serve during working hours will experience no loss of pay. Employees called during the day shall report immediately by telephone to their supervisor for instructions as to whether to report for work for the remainder of the day.

**Section D - Union Business:**

Members of the Union, selected as Local 270-PA delegates to Union conferences, or conventions, shall be specifically identified by letter not later than ten (10) days prior to proposed absence. These members shall be granted paid leave for the period required to attend such Union functions. Such leave shall not be charged against the employee's leave. This leave would normally not exceed seven (7) working days per calendar year. Any leave of this nature is subject to the City Administrator's approval and shall not be arbitrarily withheld. Local Union negotiating committee members shall be afforded the necessary amount of time, without loss of pay, to conduct contract negotiations.

**Section E - Educational Leave:**

Educational leave shall be administered in accordance with the personnel policies and regulations established by the City.

**Section F - Maternity and Paternity Leave:**

The City of Spokane and Local 270-PA mutually agree that maternity leave will be administered in compliance with State and Federal regulations for granting maternity leave.

The City of Spokane and Local 270-PA mutually agree that for paternity leave, male employees will be allowed to use a maximum of 160 hours of accrued sick leave for purposes of paternity leave under FMLA.

Employees may use other types of paid leave or compensatory time to cover remaining paternity leave. Consistent with FMLA requirements, paternity leave must be taken in one consecutive time period (not intermittently) within the first year after the date of birth or adoption.

**Section G - 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 of Local 270-PA 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 or City Administrator's designee who will negotiate the matter with Local 270-PA. That decision will be final.

The use of this leave will be restricted to those emergency situations that:

- couldn't be taken care of during the employee's off-duty time;
- physically prohibited the employee from coming to work;
- threatened personal safety or property damage if not taken care of immediately, or;
- caused physical damage to property that required immediate attention or action.

**ARTICLE XIII - LEAVE SHARING**

**Section A - Leave Sharing:**

Local 270-PA members may receive leave under the Leave Share Program if the employee 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.

Local 270-PA members receiving the leave sharing benefit shall receive no more than one hundred and twenty (120) days of such leave during each ten (10) years of service with the City beginning with the date of employment which shall be non-cumulative at the time of applying for leave sharing.

Sick leave, vacation time, personal time, and floating holidays accrued while an employee is in paid leave status due to the use of shared leave must be used as it is earned.

**ARTICLE XIV - HOLIDAYS**

**Section A - Holidays:**

- 1. The following shall be recognized as paid holidays for permanent employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25
Four Floating Holidays	According to the provision of Section 2 of this Article

Any day that is designated as a legal holiday by the State legislature or by a State official who has been granted legal authority to declare such a holiday.

- a. Sundays shall be considered a day of rest and of religious worship, and shall not be considered holidays.
- b. When any of the above named holidays occur on a normal business day (Monday through Friday), the offices of the City government shall be closed in observance of such holidays, and the employees of the City with the exception of continuous operation and essential personnel, will be granted time off duty.

- 2. **Floating Holidays:**

- a. All new employees hired between January 2 and June 30 shall be eligible for thirty-two (32) hours of floating holiday hours for use in that year.
  - b. All new employees hired on or after July 1 shall receive sixteen (16) hours of floating holidays for use in that year.
  - c. Floating holidays may not be carried over into the next year.
  - d. Unused floating holidays will not be paid off at termination.
  - e. The floating holidays shall be taken at a time mutually agreeable by the employee and the supervisor.
  - f. Employees who work four (4) ten (10) hour shifts may use floating holiday time ten (10) hours at a time.
  - g. If the floating holiday request is identified by the employee for reasons of observing a religious holiday, the City will attempt to provide the day off.
  - h. Employees shall be allowed to use floating holiday time on an hourly basis.
3. **Weekend Holidays:** When any day observed as a holiday by the City falls on a Sunday, the following Monday will be observed as a regular holiday or if any day observed as a holiday by the City falls on a Saturday, the preceding Friday will be observed as a regular holiday and the offices of the City government shall be closed. The employees of the City, with the exception of essential personnel, will be granted time off duty.
- a. The above policy is applicable for employees on five (5) day, Monday through Friday schedule.
  - b. For the employees on a schedule other than a Monday through Friday workweek, the following will apply:
    - (1) When a holiday observed by the City falls on an employee's first day of rest, the preceding day shall be recognized as their holiday.
    - (2) When a holiday observed by the City falls on an employee's second day of rest, the following day shall be recognized as their holiday.
    - (3) If the employee is required to work on a holiday as outlined in (1) and (2) due to essential operations, the employee will be compensated for that day.
    - (4) Employees who work a compressed workweek have at least one (1) three (3) day weekend each pay period. To standardize observance for those employees, the following applies:
      - (a) When a holiday observed by the City falls on the second day of an employee's three (3) day weekend, the employee may elect to observe the holiday on the last regular workday before the holiday or the first regular workday after the holiday - providing that the day observed by the employee falls within the same pay period as the actual holiday.

- (b) Employees whose presence on the job on their observed holiday is not essential shall be released from duty. Employees whose overlap day coincides with their observed holiday shall ordinarily not work the overlap day.

**Section B – Personal Leave:**

As all members of Local 270-PA are considered professional employees and exempt from overtime, they will be credited with forty (40) hours of personal leave at the beginning of each year. Such time is non-cumulative and must be used within the year. There will be no payoff for unused time.

New hires will be credited with personal time as follows:

- a. Forty (40) hours if hired by January 15;
- b. Thirty (30) hours if hired between January 16 and March 31;
- c. Twenty (20) hours if hired between April 1 and June 30;
- d. Ten (10) hours if hired between July 1 and September 30;
- e. Zero (0) hours if hired after September 30.

**Use of Personal Leave**

2.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.

2.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.

2.3 Employees may take personal leave in the same manner as other leave.

**ARTICLE XV - CONDUCT OF NEGOTIATIONS**

**Section A:**

Negotiations will be conducted at a time and place mutually agreeable to the parties.

**Section B:**

The City and Local 270-PA mutually agree to set up a bargaining calendar along with impasse procedure for negotiations. If no agreement is reached by September 15 of the PERC year, the following procedure will be followed:

**Impasse Procedure:**

In the event that the City and Local 270-PA fail to reach an agreement, it is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts, or other interruptions of work until the dispute is considered by an unbiased third party. It is further agreed that any decision rendered by the third party shall be given due consideration but will not be final and binding on either party.

**Step 1 - Mediation:**

The Union or the City management will present the dispute to the Public Employment Relations Commission or, by mutual agreement, the Federal Mediation and Conciliation Service, as soon as possible, but no later than October 7. If no satisfactory agreement is reached in thirty (30) days of mediation, the dispute will be submitted to:

**Step 2 - Impasse Panel with Fact-finding:**

A panel of three (3) area residents shall be selected within ten (10) days as follows:

- (a) Local 270-PA shall select one (1) member.
- (b) The City shall select one (1) member.
- (c) The third member to be selected by the first two.

The impasse panel shall gather all facts concerning the dispute and make settlement recommendations to the Union negotiators, the City negotiators and the City Council in Executive Session. It is further agreed that the impasse panel will publish their recommendations in the City newspaper within thirty (30) days.

**Step 3 - A 30-Day Negotiation Period:**

Upon receipt of the impasse panel's recommendations, the City and Local 270-PA agree to a thirty (30) day period in which the two parties shall continue to discuss the dispute and make every effort to resolve the remaining issues. During this thirty (30) day period, the terms and conditions of the collective bargaining agreement shall remain in full force and effect.

The above time limits may be extended by mutual agreement.

**ARTICLE XVI - STRIKES AND LOCKOUTS**

**Section A - Lockouts:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**Section B - Strikes:**

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

**ARTICLE XVII - SAVING CLAUSE**

In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties thereto that all other provisions not made invalid shall remain in full force and effect.

Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XVIII - DEFERRED COMPENSATION**

The City agrees to make a deferred compensation plan available to Local 270-PA members. The City will match up to one hundred twenty dollars (\$120) per month.

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.

### **ARTICLE XIX – CODE OF ETHICS**

The City's Ethics Code, contained in Chapter 01.04A of the Spokane Municipal Code, shall apply to Local 270-PA members.

## APPENDIX A SALARY SCHEDULE

The parties have agreed to the following cost of living increases for the duration of the contract.

2020: Effective the pay period that includes January 1, 2020, a pay plan adjustment as outlined below:

### PAY PLAN ADJUSTMENT TABLE

2020 Pay Plan Adjustment						
		Step	Hourly	Est Biweekly	Est Monthly	Est Annual
100%	1	\$	28.74	\$ 2,299.20	\$ 5,000.76	\$ 60,009.12
100%	2	\$	31.40	\$ 2,512.00	\$ 5,463.60	\$ 65,563.20
101%	3	\$	34.54	\$ 2,763.20	\$ 6,009.96	\$ 72,119.52
102%	4	\$	37.96	\$ 3,036.80	\$ 6,605.04	\$ 79,260.48
103%	5	\$	41.46	\$ 3,316.80	\$ 7,214.04	\$ 86,568.48
	6*	\$	47.18	\$ 3,774.40	\$ 8,209.32	\$ 98,511.84

\*Step 6 will be established 13.8% above Step 5.

Employees will be adjusted in 2020 per the 6-step table. Employees who have been in step 5 of the prior pay plan for a minimum of 1-yr will be placed into step 6 of the new pay plan. All other employees will remain at their current step until their annual anniversary date where they will then receive a step increase and then will move annually until the top step is achieved.

2021: Effective the pay period that includes 01/2021 there will be a cost of living adjustment of 2.25%

2022: Effective the pay period that includes 01/2022 there will be a cost of living adjustment of 2.25%

2023: There will be no cost of living adjustment.



**APPENDIX B**

LETTER OF UNDERSTANDING  
BETWEEN THE CITY OF SPOKANE  
AND LOCAL 270-PA

The City and the Union understand and agree that the monies allocated for medical, dental and life insurances are the result of negotiated settlements where benefit levels are increased at the cost of wages. This being the case, both parties are in agreement that mutual trust and understanding are the cornerstones of the relations between the two parties. As a result of this understanding, the parties agree as follows:

1. The parties agree to set up a committee of equal numbers to review all pertinent documents and report to the negotiating committees of both parties on suggested changes for next year.
2. The City agrees to provide the committee all pertinent documentation and experience data (premiums, claims, reserves) for medical, dental, and life insurance. The City will, when appropriate, arrange for representatives of the carriers to meet with the committee.
3. The City shall provide to the Union Staff Representative quotes for all insurances that the City receives from the insurance carriers. Copies of the documents received from the carriers to the City shall be forwarded within five (5) working days to the Union Staff Representative. Under no circumstances shall the proposed rates for all insurances be provided later than September 1<sup>st</sup> of each year.

# SIGNATURE PAGE

SIGNED AND DATED THIS 2nd DAY OF October, 2020

## FOR THE CITY:

DocuSigned by:

*Nadine Woodward*

39651E7EC71D4A0...

Nadine Woodward, Mayor

DocuSigned by:

*Amber Richards*

4DBC57DE8348441

Amber Richards, Human Resources Director

DocuSigned by:

*Meghann R Steinfeldson*

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Meghann Steinfeldson, Labor Relations Manager

DocuSigned by:

*Terri Pfister*

CC56CBA49CC04D6...

Terri Pfister, City Clerk

Approved as to Form:

DocuSigned by:

*Mike Ormsby*

258B8C9B2C2A4EB...

Mike Ormsby, City Attorney

## FOR THE UNION:

DocuSigned by:

*Lauren D. M. Beattie*

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Lauren Beattie, President

DocuSigned by:

*Natalie Hilderbrand*

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Natalie Hilderbrand, Staff Representative

