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Agenda Sheet for City Council Meeting of: 11/07/2022		**Date Rec'd**	10/25/2022
		Clerk's File #	OPR 2022-0794
		Renews #	
Submitting Dept	HUMAN RESOURCES	**Cross Ref #**	
Contact Name/Phone	MIKE PICCOLO 6237	**Project #**	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0620 MANAGERIAL & PROFESSIONAL ASSOCIATION COLLECTIVE BARGAINING AGREEMENT		

Agenda Wording

Managerial & Professional Association Collective Bargaining Agreement (Managerial B) 2022-2026

Summary (Background)

Managerial & Professional Association Collective Bargaining Agreement (Managerial B) 2022-2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select $	#
Select $	#
Select $	#
Select $	#

Approvals		**Council Notifications**	
Dept Head	PICCOLO, MIKE	**Study Session\Other**	PIES 10/24/2022
Division Director	PICCOLO, MIKE	**Council Sponsor**	CM Kinnear & CM Stratton
Finance	WALLACE, TONYA	**Distribution List**	
Legal	PICCOLO, MIKE	jquick@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lrichards@spokanecity.org	
Additional Approvals		rcouch@spokanecity.org	
Purchasing		tkummet@spokanecity.org	
		ckrajack@spokanecity.org	
		jhammond@spokanecity.org	
		mpiccolo@spokanecity.org	

Approved by Spokane City Council on: 11/7/2022

City Clerk

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CITY OF SPOKANE

MANAGERIAL & PROFESSIONAL ASSOCIATION

MANAGERIAL - B

2022-2026

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

MANAGERIAL - B
2022-2026

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.

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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, 2022, and continue in full force and effect through December 31, 2026.

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:

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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.

Section C – Dues

1. The City shall deduct, twice each month, dues from the pay of those employees who have opted-in to membership with the Association. The amounts to be deducted shall be certified to the City by the Association Treasurer. The aggregate deduction of all employees will be remitted monthly together with an itemized statement to the Association Treasurer.
2. Collective Support. Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Association to improve wages and working conditions generally. Unit employees collectively agree that financial support of the Association is fair, necessary, and integral to the success of this Agreement.

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

1. The City shall furnish the Association with a monthly listing of promoted, hired, or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, and work locations.
2. **Employment Information –** The City agrees to supply the Association the names of all new hires, persons entering the bargaining unit, and/or persons performing work covered by this Agreement prior to the individual's start date performing work covered by the Agreement. This list will include the employee's name, date of employment, job classification, department, work location, direct supervisor, and phone number.
3. **Access to New Members –** The City will facilitate Association access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) calendar days of such hire or entry eligibility into the unit. The City will allow the Association at least thirty (30) minutes to meet with such individuals during the employee's normal working hours at their usual worksite or a mutually agreed upon location.

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.

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ARTICLE IV – ASSOCIATION MEMBERSHIP

Section A – Membership

The City shall make each new employee eligible for membership in the bargaining unit aware that the Association is the exclusive bargaining representative for the Employee's position. Employees may choose to become a voting (dues-paying) member of the Association. The City agrees to make payroll deductions for regular dues and assessments and/or agency fees upon receipt of signed opt-in from the employee on the form supplied by the Association. All employees covered by this agreement who opt to become voting members of the Association shall remain members in good standing unless they complete the Association's opt-out form indicating their decision to opt-out of the Association and cease dues and/or deductions. Only dues-paying members in good standing may run for and be elected to seats on the Association's Executive Board.

New employees shall default to opt-out status if an opt-in form is not completed within thirty (30) calendar days of employment or within five (5) business days of the employee's New Employee Orientation, whichever is longer. Opt-out by existing employees must be verified by a signed opt-out form as provided by the Association. Within five (5) business days of receipt of a signed opt-out form, the Association will notify the City to cease monthly deductions for that employee. Resignations submitted only to the City will be considered valid and will operate to terminate dues deductions with notice from the City to the Association.

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;

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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

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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. Native American Heritage Day – 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 Employees hired prior to January 1st of a calendar year will receive six (6) floating holidays (total 48 hours) that may be used at any time during that calendar year.

All new employees hired between January 1st and the 3rd Monday in January shall receive six (6) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 19th shall receive five (5) floating holidays for that year.

All new employees hired from June 20th and the end of the year shall receive three (3) floating holidays for that year.

2.2 Until the City declares the birthday of Martin Luther King Jr. and Juneteenth

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as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.

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

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

Section F – All-Risk Mobilizations *(MOBEs)*

The participation of City employees in All Risk Mobilizations is in the best interest of the City, region, and state. When Association employees in the Fire Department are mobilized to an All Risk Mobilization, the City will compensate those employees based on the compensation factors the City is reimbursed for by the mobilizing agency (e.g., National Forest Service, Department of Natural Resources, Bureau of Land Management, etc.). If the mobilized employee is overtime exempt, they could become overtime eligible under the governing rules of reimbursement by the mobilizing agency. In cases where the City bills the agency for personnel time, the wages earned and subsequently reimbursed by the agency will be distributed to the employee.

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 time off for personal reasons other than sickness, accident, or the partial leave authorized in subsection 4 below, then the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the time taken.

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 their leave banks reduced for scheduled and approved absences of less than four hours per day, except that if an employee is

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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. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section H – 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 their 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

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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 their 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. 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

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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.

7. The Association shall be provided a copy of all out-of-classification and project pay requests for M&P employees approved by the Human Resources Director.

Section I – 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, 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.

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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 J – 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, experience information concerning premiums and claims paid on a quarterly basis and arrange for carrier representatives to meet with the Association upon request. The City shall provide the Association with copies of received quotes and proposed insurance rates within ten (10) business days of receipt and prior to the determination of the rates by the City, no later than one month prior to open enrollment.

The City will maintain the existing status quo on insurance for 2022 and 2023. The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

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.

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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 employees represented by the Association 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, child, 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 mutually agreed by the Association and the City on a case-by-case basis.

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.

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Section G – Illness Leave

1. An employee may use illness leave whenever they:
   - Cannot report to work due to personal illness or injury;
   - Have a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
   - Have 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, child, 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 (1) 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) is governed by City policy.

3. The bi-weekly accrual will be maintained at 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. 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. As of January 1, 2023, the bi-weekly accrual will be combined to six (6) total hours and the split leave banks will be merged into a new, single account. Access to the single account will continue as is and be used for absences protected under the FMLA or absences resulting from OJI.

5. 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

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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.

6. 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 5 will be increased to sixty percent (60%). The maximum leave payment would then become 960 hrs. x 60% = 576 hrs.

7. 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.

8. 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

1. 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. Additional leave may be granted upon request to Human Resources by an employee.

2. For this section only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, child or 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 may be submitted to Human Resources for approval.

Section I – Paid Family Leave

General – The City and the Association mutually agree that paid medical and family leave will be administered in compliance with State and Federal regulations.

Dependent Care Leave – An employee shall be permitted up to four weeks (160 hours) of illness leave to take care of a newborn child, recently adopted child, foster child, or a relative otherwise needing care. Upon employee request, the City and the Association shall bargain a Memorandum of Understanding to permit an employee to telework or work a modified schedule in lieu of using leave.

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Section J – Personal Leave

1. GENERAL

   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.

2. PERSONAL LEAVE

   Each calendar year beginning January 1, 2024, employees will be credited with:

   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.

   Permanent part-time employees receive personal leave on a pro-rata basis.

3. USE OF PERSONAL LEAVE

   3.1 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.

   3.2 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.

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

   3.4 Personal leave shall not be carried over from one year to the next. Payment shall not be granted at the time of termination, retirement, or death in lieu of using personal leave.

Section K – 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.

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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.

Section L – 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 they become 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.

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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 5th year	5.24	273.52
Begin 11th year	5.55	289.72
Begin 12th year	5.85	305.38
Begin 13th year	6.16	321.56
Begin 14th year	6.47	337.74
Begin 15th year	6.78	353.92
Begin 20th year	8.32	434.30
Begin 25th year	9.00	434.30
Begin 30th year	9.50	434.30

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

Section M – 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 in writing 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

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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. Electronic Devices – The City will permit Association representatives the use of electronic mail, fax machines, copiers, telephones, computers, cell phones, and video conference equipment to communicate regarding Association business. In no circumstances shall use of the City's equipment or systems interfere with the City's operations or result in additional expense to the City. The parties understand and agree that there is no guarantee of privacy in the communications described herein and that such communications many be subject to disclosure under the Public Relations Act.

4. Bulletin Boards – The City agrees to provide bulletin boards in areas accessible to employees for the use of Association representatives to post announcements of meetings, elections, and other materials.

5. The time spent on Association activities shall not adversely affect the employee's primary City position.

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 their 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.

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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 Memoranda of Understanding. Supplemental Agreements shall be used to discuss items of cost. Memoranda of Understanding and Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.

2. During negotiations for the next collective bargaining agreement the Parties shall determine whether to incorporate Memoranda of Understanding or Supplemental Agreements into the collective bargaining agreement or extend the Memorandum of Understanding or Supplemental Agreement. Any Memorandum of Understanding or Supplemental Agreement that is not included in the collective bargaining agreement or extended by the mutual agreement of the parties shall expire.

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. When the employee has paid for the license or certification, the City shall reimburse the employee within 60 calendar days from the date of the receipt of the request to the employee's supervisor.

Section I – Uniforms & Personal Protective Equipment

Should the City require employees to utilize uniforms and/or personal protective equipment, it shall be furnished by the City and at City expense.

Section J – Non-Standard Work Schedules & Flex Time

The City may afford the employees the opportunity to work non-standard work schedules. Alternative scheduling may be requested by an employee or their supervisor, and will be permitted solely at the discretion of the employee's supervisor.

With supervisor approval, employees shall be able to 'flex' the number of hours worked between work days. Flex time shall only be allowed in the same pay period.

Section K – 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

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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 L – 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

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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 M – 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 10.25%, paid by each employee and matched by the City.

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.

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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 N – 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:

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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 their 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 – LABOR-MANAGEMENT

Section A - Labor-Management Meetings

Association and City representatives shall conduct labor-management meetings for the purpose of resolving issues that arise, including but not limited to:

1. Application and interpretation of the collective bargaining agreement; and
2. Claims that a party has violated the collective bargaining agreement, or any law related to public employment or collective bargaining.

Meetings will be scheduled on a monthly basis or additionally as needed.

All labor-management meetings may be conducted virtually or in-person, according to the needs and preferences of both parties.

Section B - Labor-Management Issues

In furtherance of the Parties' ongoing efforts to resolve outstanding Labor-Management issues and backlog, the Parties commit to continue utilizing the Labor-Management process to resolve matters during the term of the collective bargaining agreement. Accordingly, the Parties agree to table the following topics and proposals from the bargaining of this collective bargaining agreement for continued discussion and bargaining in monthly Labor-Management meetings:

- Teleworking and Telecommuting
- Complaint Disclosures
- Temporary Workers
- On-Call Pay
- Vacation and Illness Leave Banks – New Hire PTO
- Health and Wellness Hours/Program
- Working Out of Class and Project Pay

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- Pay Structure for Overtime Eligible Employees
- Backpay for Reclassified Employees

Section C – 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 or Human Resources 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 or Human Resources 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 the grievance is not resolved in Step 1, the Association may submit the grievance in writing to the Human Resources Director within twenty-one (21) working days after receipt of the Step 1 response. The Human Resources Director shall investigate, consider the grievance, and provide a written response to the Association within twenty-one (21) working days after submission by the Association. The Step 2 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.

Step 3

If resolution is not reached in entirety at Step 2, the grievance may be moved to Step 3 by the Association, in writing, within fifteen (15) working days after receipt of the Step 2 response. Step 3 is to be filed with the City Administrator, who may call for and require a meeting of the parties if they deem it advisable to do so.

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Within fifteen (15) working days after submission of the Step 3 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 3 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 3 response. No amendments to the grievance shall be permitted after Step 3, 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 4

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 3 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 they 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

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meeting to the City Administrator or their 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 move the grievance to the next step. 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.

4. 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.

Section D - Counseling by Supervisor

Counseling is not considered discipline for purposes of progressive discipline. Supervisors are encouraged to counsel their employees to recognize and/or improve their performance, particularly 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, counseling sessions may be reduced to writing either on the Record of Counseling form, Work/Performance Improvement Plan, or other memorandum form. The employee should sign the document 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, or considered when determining the level of disciplinary action against the employee. The only basis the documentation serves is to substantiate that the employee was acknowledged for exemplary behavior or 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 and removed from the employee's file.

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Section E - Discipline

1. **Introduction:** Disciplinary procedures, including pre-disciplinary 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 City 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:

   Verbal 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 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 2 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 2 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 E(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 Association 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 Association representative that an injustice has occurred, every effort will be made to provide an equitable remedy.

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Section F – Pre-disciplinary Hearings

1. The Human Resources Department shall be notified of any need of a pre-disciplinary hearing. The Human Resources Department shall arrange for the pre-disciplinary 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, and state and federal law.

2. If a supervisor or other employee conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor or other employee at the outset shall notify the employee of their right to Association representation.

3. Pre-disciplinary hearings shall be conducted before an employee receives a written reprimand, is suspended, demoted, or discharged for cause. Pre-disciplinary hearings are not required before an employee is verbally reprimanded. Pre-disciplinary 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 pre-disciplinary hearing shall be advised of their right to Association representation if they so choose.

5. In any pre-disciplinary 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. Prior to the hearing, the employee and representative shall be provided any and all documentation relative to the instance(s) giving rise to the pre-disciplinary hearing. Copies of any counseling forms that are an outgrowth of a pre-disciplinary 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 (not less than ten (10) working days) to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the pre-disciplinary hearing shall be recessed until the response is prepared.

8. Pre-disciplinary hearings shall be conducted in a manner to cause the least embarrassment to the employee, and the parties to the pre-disciplinary hearing shall not discuss any matters from the hearing with other employees, supervisors, or management, unless they are specifically involved in the pre-disciplinary hearing or have information relative to the case at hand.

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9. The use of pre-disciplinary 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. Such leave will not be considered a suspension.

Section G - Retention of Records

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

Letters of Suspension	3 years
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 them.

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 or if disciplinary action does not occur, all copies of the overturned letter of suspension or reprimand shall be removed from City and Civil Service files and destroyed.

Section H - Confidentiality

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

ARTICLE XI – 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.

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ATTACHMENT A

WAGES

Base Pay

Wage and Compensation Study – Both parties agree that the City shall perform a wage and compensation study, and that both parties shall bargain and carry out the plan for implementation of the results of such study during the remaining term of this collective bargaining agreement. The study will be implemented prospectively upon completion. Additional details relative to the study, including but not limited to, the consultant selected, the timeline for completion of the study, and the methodology of the compensation study and analysis shall be shared with M&P and discussed in Labor Management.

Wages:

a. 2022 Wages: Effective the pay period that includes 01/01/2022 – five percent (5%) increase for all steps and ranges.

b. 2023 Wages: Effective the pay period that includes 01/01/2023 – five percent (5%) increase for all steps and ranges.

c. 2024 Wages: Effective the pay period that includes 01/01/2024 – two and three quarters percent (2.75%) increase for all steps and ranges.

d. 2025 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2023 – August 2024 CPI-U (Seattle/Tacoma/Bellevue) and the August 2023 – August 2024 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four (4%).

e. 2026 Wages: Effective the pay period that includes 01/01/2026 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2024 – August 2025 CPI-U (Seattle/Tacoma/Bellevue) and the August 2024 – August 2025 CPI-W (West B/C), subject to a minimum wage increase of one percent (1%) and a maximum wage increase of three (3%).

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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 174	Assistant Procurement Specialist	SPN 176	Procurement Specialist
SPN 231	Engineer in Training	SPN 232	Associate Engineer
SPN 256	Assistant Planner I	SPN 257	Assistant Planner II
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.

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ATTACHMENT B

INSURANCE

The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

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.

2022-2023

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 2023, 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.

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Retirees' Medical Insurance

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 level of coverage at $1,500 per year.

Life Insurance

The City will provide employee life insurance coverage equal to one and one-half times the employee's annual salary to a maximum of $150,000. The City will provide $7,500 life insurance for spouses and $3,000 for dependent children.

Long- Term Disability Insurance

The City will provide long-term disability insurance for employees.

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APPENDIX A

City of Spokane
Managerial & Professional Association
Managerial – B Job Classifications

TITLE	S.P.N. CODE
ACCOUNTANT	110
ACCOUNTING MANAGER	114
ADMINISTRATIVE SPECIALIST	025
ASSISTANT ATTRACTIONS & RETAIL MANAGER	069
ASSISTANT COURT ADMINISTRATOR	120
ASSISTANT PARKS & RECREATION DEPARTMENT MANAGER	066
ASSISTANT PLANNER I	256
ASSISTANT PLANNER II	257
ASSISTANT PROCUREMENT SPECIALIST	174
ASSISTANT URBAN DESIGNER	261
ASSOCIATE ENGINEER	232
ASSOCIATE PLANNER	258
ASSOCIATE TRAFFIC ENGINEER	252
ATTRACTIONS & RETAIL MANAGER	094
BRIDGE ENGINEER	237
BUDGET ANALYST	128
BUSINESS SYSTEMS ANALYST I	160
BUSINESS SYSTEMS ANALYST II	161
CHEMIST	655
CLAIMS ADMINISTRATOR	059
COMMUNITY AFFAIRS COORDINATOR	075
COMMUNITY PROGRAMS COORDINATOR	058
COMMUNITY RISK REDUCTION MANAGER	038
COMPLIANCE/TAX AUDITOR	125
COMPUTER OPERATIONS SPECIALIST	148
CONTINUOUS IMPROVEMENT ANALYST	036
CONTRACT & BUSINESS STANDARDS COMPLIANCE OFFICER	115
DATABASE ADMINISTRATOR	157
DEPUTY BUILDING OFFICIAL	333
ECONOMIC DEVELOPMENT SPECIALIST	044
EDUCATION & OUTREACH SPECIALIST	043
EDUCATION COORDINATOR	064
ENFORCEMENT SUPERVISOR	063
ENGINEER IN TRAINING	231
ENVIRONMENTAL ANALYST	657
ENVIRONMENTAL & SUSTAINABILITY MANAGER	658

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EVENT & GROUP RENTAL MANAGER 082
EVENT SPECIALIST 083
EXAMINATION & CLASSIFICATION ANALYST II 046
EXAMINATION & CLASSIFICATION ANALYST III 047
FIELD ENGINEER 214
FIRE PROTECTION ENGINEER 334
FOOD SERVICES PROGRAM MANAGER 682
GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYST 168
GOLF MANAGER 685
GRANTS ANALYST 067
GRANTS AND CONTRACTS FINANCIAL MANAGER 112
HAZARDOUS & INFECTIOUS WASTE COORDINATOR 557
HORTICULTURE & URBAN FOREST SUPERVISOR 689
HOUSING PROGRAM ADMINISTRATOR 052
HOUSING PROGRAM FINANCE OFFICER 113
INFORMATION SYSTEMS ANALYST I 164
INFORMATION SYSTEMS ANALYST II 165
INTEGRATED MEDICAL SERVICES MANAGER 926
IT INFRASTRUCTURE MANAGER 144
IT PROJECT MANAGER 130
LABORATORY SUPERVISOR 656
LANDSCAPE ARCHITECT 248
LAW ENFORCEMENT TECHNOLOGY & OPERATIONS MANAGER 149
MARKETING ASSISTANT 080
MEDIA MANAGER 600
MENTAL HEALTH COORDINATOR 355
NEIGHBORHOOD-HOUSING SPECIALIST 301
NETWORK ADMINISTRATOR 138
NETWORK ENGINEER 137
OFFICE ADMINISTRATOR 053
OFFICE MANAGER 051
PARK BUSINESS DEVELOPMENT MANAGER 093
PARK PLANNING & DEVELOPMENT MANAGER 077
PARK PROGRAMMING MANAGER 078
PARK SAFETY & FACILITIES MANAGER 696
PAYROLL SUPERVISOR 108
PERFORMANCE & BUSINESS ANALYST 040
PERSONNEL ANALYST I 045
PLAN EXAMINER 328
POLICE COMMUNICATIONS CENTER MANAGER 278
POLICE FLEET ADMINISTRATOR 032
POLICE INFORMATION COORDINATOR 074
POLICE PLANNER 088
POLICE PLANNING & ANALYSIS MANAGER 092
POLICE RECORDS & EVIDENCE MANAGER 081

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PRINCIPAL ENGINEER 234
PRINCIPAL PLANNER 260
PRINCIPAL PROJECT MANAGER 354
PROCUREMENT SPECIALIST 176
PROFESSIONAL PLAN EXAMINER 332
PROGRAM MANAGER (CHHS) 071
PROGRAM PROFESSIONAL 039
PROGRAM SPECIALIST (CHHS) 070
PROJECT MANAGER 352
PROJECT MANAGER (CONSTRUCTION) 076
PUBLIC INFORMATION ASSISTANT 060
PUBLIC INFORMATION COORDINATOR 062
PUBLIC SAFETY SYSTEMS ANALYST 154
REAL ESTATE AGENT 219
REAL ESTATE MANAGER 221
RECREATION SPECIALIST 690
RECREATION SUPERVISOR 683
RECYCLING COORDINATOR 061
SAFETY COORDINATOR 050
SAFETY MANAGER 054
SENIOR ACCOUNTANT 111
SENIOR BUSINESS SYSTEMS ANALYST 162
SENIOR CONTINUOUS IMPROVEMENT ANALYST 037
SENIOR CRIME ANALYST 033
SENIOR DATABASE ADMINISTRATOR 158
SENIOR ENGINEER 233
SENIOR GRANTS ANALYST 068
SENIOR INFORMATION SECURITY ANALYST 133
SENIOR INFORMATION SYSTEMS ANALYST 166
SENIOR NETWORK ADMINISTRATOR 139
SENIOR POLICE PLANNER 089
SENIOR PROCUREMENT SPECIALIST 177
SENIOR PROJECT MANAGER 353
SENIOR PUBLIC SAFETY SYSTEMS ANALYST 155
SENIOR REAL ESTATE AGENT 220
SENIOR SYSTEMS ADMINISTRATOR 142
SENIOR TRAFFIC ENGINEER 255
SENIOR URBAN DESIGNER 263
SOCIAL RESPONSE MANAGER 065
SOLID WASTE DISPOSAL OPERATIONS SUPERVISOR 546
SOLID WASTE DISPOSAL SUPERINTENDENT 555
STATIONARY ENGINEER SUPERVISOR 613
SUPERVISORY BUSINESS SYSTEMS ANALYST 163
SUPERVISORY DATABASE ADMINISTRATOR 159

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SUPERVISORY GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST 169
SUPERVISORY INFORMATION SYSTEMS ANALYST 167
SUPERVISOR INFORMATION SYSTEMS SPECIALIST 136
SUPERVISORY PROBATION OFFICER 957
SUPERVISORY PUBLIC SAFETY SYSTEMS ANALYST 156
SYSTEMS ADMINISTRATOR 151
SYSTEMS ADMINISTRATOR I 140
SYSTEMS ADMINISTRATOR II 141
TAXES & LICENSES SPECIALIST 122
TELECOMMUNICATIONS SUPERVISOR 269
THERAPEUTIC COURTS COORDINATOR 958
TRAFFIC ENGINEERING ASSISTANT 208
TRAFFIC SIGNS & MARKERS SUPERVISOR 614
TREASURY MANAGER 116
URBAN DESIGNER 259
VEHICLE FLEET ANALYST 627
WASTE TO ENERGY ASSISTANT PLANT MANAGER 575
WASTE TO ENERGY ENVIRONMENTAL MANAGER 588
WASTE TO ENERGY MAINTENANCE SUPERINTENDENT 582
WASTE TO ENERGY PLANT MANAGER 585
WASTEWATER COLLECTIONS & MAINTENANCE SUPERINTENDENT 545
WASTEWATER INSTRUMENTATION & DATA SUPERVISOR 652
WASTEWATER SUPERVISOR 543
WASTEWATER TREATMENT PLANT ASSISTANT PLANT MANAGER 659
WASTEWATER TREATMENT PLANT MAINTENANCE SUPERVISOR 651
WASTEWATER TREATMENT PLANT MANAGER 660
WASTEWATER TREATMENT PLANT OPERATIONS SUPERVISOR 646
WATER MAINTENANCE SUPERVISOR 532
WATER OPERATIONS SUPERVISOR 665
WATER QUALITY COORDINATOR 653
WATER SUPERINTENDENT 534
WATER SYSTEM ENGINEER 239
WEB DEVELOPER 146
WEB TECHNOLOGIES MANAGER 150
WILDLAND RESOURCE PLANNER 320

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SIGNATURE PAGE

DATED THIS 16th DAY OF December, 2022.

CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
Johnnie Perkins
City Administrator

Michael J. Piccolo
Michael J. Piccolo
Interim Human Resources Director

Tonya Wallace
Tonya Wallace
Finance and Administration Director

Approved as to Form:

Lynden P. Smithson
Lynden Smithson
Interim City Attorney

Attest:

Terri Pfister
City Clerk

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:

Samantha Johnson
Samantha Johnson
President

Jon Klapp
Jon Klapp
Vice President

DocuSign

Certificate Of Completion

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Status: Completed
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Signatures: 9
Certificate Pages: 6
Initials: 0
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Stamps: 1
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Envelope Originator:
Melanie Coe
808 W. Spokane Falls Blvd
Spokane, WA 99201
mcoe@spokanecity.org
IP Address: 155.190.3.8

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Holder: Melanie Coe
mcoe@spokanecity.org
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Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 12/14/2022 1:12:23 PM Viewed: 12/14/2022 1:42:28 PM Signed: 12/14/2022 1:49:10 PM
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Jon Klapp jklapp@spokanecity.org Security Level: Email, Account Authentication (None)	Jon Klapp Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.7	Sent: 12/14/2022 1:49:14 PM Viewed: 12/14/2022 1:49:53 PM Signed: 12/14/2022 1:50:27 PM
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Samantha Johnson sjohnson@spokanecity.org Procurement Specialist City of Spokane Security Level: Email, Account Authentication (None)	Samantha Johnson Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	Sent: 12/14/2022 1:49:13 PM Viewed: 12/14/2022 1:50:19 PM Signed: 12/14/2022 1:52:05 PM
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Lynden P. Smithson lsmithson@spokanecity.org City Attorney- Interim Security Level: Email, Account Authentication (None)	Lynden P. Smithson Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 12/14/2022 1:52:09 PM Viewed: 12/14/2022 2:10:38 PM Signed: 12/14/2022 2:10:56 PM
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Signer Events	Signature	Timestamp
Johnnie Perkins jperkins@spokanecity.org City Administrator City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.5	Sent: 12/14/2022 2:11:00 PM Viewed: 12/14/2022 3:30:46 PM Signed: 12/14/2022 3:30:58 PM
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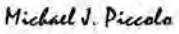
Michael J. Piccolo mpiccolo@spokanecity.org Assistant City Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 12/14/2022 2:11:01 PM Viewed: 12/14/2022 2:30:49 PM Signed: 12/14/2022 2:31:32 PM
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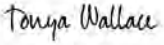
Tonya Wallace twallace@spokanecity.org Chief Financial Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	Sent: 12/14/2022 2:11:01 PM Viewed: 12/14/2022 2:36:04 PM Signed: 12/14/2022 2:36:30 PM
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Nadine Woodward nwoodward@spokanecity.org Mayor City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.6	Sent: 12/14/2022 3:31:01 PM Viewed: 12/16/2022 1:49:14 PM Signed: 12/16/2022 1:49:20 PM
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Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.3.5	Sent: 12/16/2022 1:49:26 PM Viewed: 12/16/2022 1:51:51 PM Signed: 12/16/2022 1:52:35 PM
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Sarah Cannon scannon@spokanecity.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/14/2022 3:31:02 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/16/2022 1:52:35 PM
Completed	Security Checked	12/16/2022 1:52:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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