	<b>Agenda Sheet for City Council Meeting of:</b>		<b>Date Rec'd</b>	6/29/2022
	07/11/2022		<b>Clerk's File #</b>	OPR 2022-0505
			<b>Renews #</b>	
<b>Submitting Dept</b>	HUMAN RESOURCES		<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE PICCOLO	X6237	<b>Project #</b>	
<b>Contact E-Mail</b>	MPICCOLO@SPOKANECITY.ORG		<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item		<b>Requisition #</b>	
<b>Agenda Item Name</b>	0620 CITY OF SPOKANE & LOCAL 270, AFSCME CONTRACT AGREEMENT 2021-2025			
<b>Agenda Wording</b>				
City of Spokane & Local 270, AFSCME Contract Agreement for years 2021-2025				
<b>Summary (Background)</b>				
City of Spokane & Local 270, AFSCME Contract Agreement for years 2021-2025				
Lease? NO	Grant related? NO	Public Works? NO		
<b>Fiscal Impact</b>		<b>Budget Account</b>		
Select	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<b>Approvals</b>		<b>Council Notifications</b>		
<b>Dept Head</b>	PICCOLO, MIKE		<b>Study Session\Other</b>	Finance Committee 06/27/2022
<b>Division Director</b>	PICCOLO, MIKE		<b>Council Sponsor</b>	CP Beggs & CM Stratton
<b>Finance</b>	MURRAY, MICHELLE		<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		mpiccolo@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL		cboone@spokanecity.org	
<b>Additional Approvals</b>			jquick@spokanecity.org	
<b>Purchasing</b>			dleonardchaffin@spokanecity.org	
			natalieh@council2.com	

Approved by Spokane City  
Council on: 07/11/2022

DocuSigned by:



CC56CBA4DCC84D6

City Clerk

## Committee Agenda Sheet

### Finance Committee

<b>Submitting Department</b>	Public Works Division & Human Resources
<b>Contact Name &amp; Phone</b>	Marlene Feist (509) 625-6505
<b>Contact Email</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Stratton & Council President Beggs
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Contract with Local 270 for 2021-2025
<b>Summary (Background)</b>	<p>The Washington State Council of County &amp; City Employees, Local 270, AFSCME, AFL-CIO, represents approximately 1,100 City employees. These employees include our critical front-line staff, who collect and process trash and recycling, maintain streets, operate and maintain our water utility, operate and maintain our wastewater collection and treatment systems, and serve in clerical roles throughout the City.</p> <p>This proposed new contract with Local 270 would cover the years 2021 through 2025. The contract is designed to provide:</p> <ul style="list-style-type: none"> <li>• Competitive, living wages.</li> <li>• Improved ability to recruit and retain employees.</li> <li>• Support needs of the workforce.</li> </ul> <p>Here is an overview of the wage portion of the proposal:</p> <ul style="list-style-type: none"> <li>• <b>2021:</b> Effective 7/1/21, 4% + \$2,000 lump sum Essential Worker add to pay</li> <li>• <b>2022:</b> Effective 7/1/22, 5%</li> <li>• <b>2023:</b> Effective 7/1/23, 5%</li> <li>• <b>2024:</b> Effective 10/1/24, 5%</li> <li>• <b>2025:</b> Effective 7/1/25, min/max increase of 2.5% to 4.0% based on CPI.</li> </ul> <p>Other highlights from the proposal include:</p> <ul style="list-style-type: none"> <li>• Greater flexibility for use of vacation by new employees</li> <li>• Adjustments to shift differentials to increase recruiting for less desirable work shifts.</li> <li>• The addition of the Juneteenth holiday as a floating holiday.</li> <li>• Hazard pay related to certain air quality conditions.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approval of contract, SBO for Essential Worker Add to Pay from ARP dollars, SBO for back pay from reserves.
<p><b>Fiscal Impact:</b>  Total Cost: \$4 million for 2021 and \$6.2 million for 2022. (Includes \$2.4 million in ARP funds)</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring  Specify funding source: <b>Onetime</b> = Add to pay – ARP; Back pay – Reserves  <b>Ongoing</b> – Departmental Budgets</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Local 270 employees provide public services that are designed to serve all citizens and businesses. These services strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract is designed to provide predictable costs and continue service delivery in support of all residents, citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This contract is designed to help attract and retain good employees to provide essential, high-quality public services.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This contract is consistent with City goals to support a 21<sup>st</sup> Century workforce, to provide fair compensation and benefits, and to hire and retain good employees to provide essential, high-quality public services.

**AGREEMENT BETWEEN**

**THE CITY OF SPOKANE**

**AND THE**

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

**LOCAL 270, AFSCME**

**JANUARY 1, 2021 – DECEMBER 31, 2025**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>EMBODIMENT</b> .....	<b>1</b>
<b>PRODUCTIVITY</b> .....	<b>1</b>
<b>CAREER LADDERS</b> .....	<b>1</b>
<b>ARTICLE I - RECOGNITION</b> .....	<b>2</b>
SECTION A - BARGAINING AGENT: .....	2
SECTION B - MANAGEMENT EMPLOYEES: .....	2
<b>ARTICLE II - UNION SECURITY</b> .....	<b>2</b>
SECTION A - UNION SECURITY: .....	2
SECTION B - INCLUSIONS AND EXCLUSIONS: .....	2
SECTION C - DUES CHECK-OFF: .....	4
SECTION D - PEOPLE CHECK-OFF: .....	5
<b>ARTICLE III - SETTLEMENT OF DISPUTES</b> .....	<b>5</b>
SECTION A - GRIEVANCE PROCEDURE: .....	5
SECTION B - ARBITRATION: .....	6
SECTION C - PROCESSING GRIEVANCES: .....	6
SECTION D - UNION STEWARDS: .....	7
<b>ARTICLE IV - SENIORITY</b> .....	<b>7</b>
SECTION A - SENIORITY DEFINED: .....	7
SECTION B - CHOICE OF WORK SHIFTS: .....	7
SECTION C - PERMANENT VACANCIES: .....	7
SECTION D - SENIORITY LIST: .....	7
<b>ARTICLE V - WAGES</b> .....	<b>7</b>
SECTION A: .....	7
SECTION B - OVERTIME:.....	8
SECTION C - WORKING OUT OF CLASSIFICATION: .....	9
SECTION D- SHIFT DIFFERENTIAL: .....	10
SECTION E - STANDBY PAY: .....	11
SECTION F - LONGEVITY PAY: .....	11
<b>ARTICLE VI - HOURS OF WORK</b> .....	<b>11</b>
SECTION A: .....	11
SECTION B - CLEANUP TIME: .....	12
<b>ARTICLE VII - GENERAL PROVISIONS</b> .....	<b>12</b>
SECTION A - NO DISCRIMINATION: .....	12
SECTION B - DISCIPLINE: .....	12
SECTION C - PRE-DISCIPLINARY HEARINGS: .....	13
SECTION D - BULLETIN BOARDS: .....	14
SECTION E - UNION BUSINESS: .....	15
SECTION F - SUPPLEMENTAL AGREEMENT: .....	15
SECTION G - RULES: .....	16
SECTION H - MANAGEMENT RIGHTS:.....	16
SECTION I - NEW AND TERMINATED EMPLOYEES:.....	16
SECTION J - LABOR MANAGEMENT MEETINGS: .....	16
SECTION K - EMPLOYEES' RETIREMENT SYSTEM: .....	16

SECTION L - PRINTING OF THE LABOR AGREEMENT:..... 16

SECTION M - USE OF PRIVATE VEHICLES: ..... 16

(5) WHEN THE PRICE OF GASOLINE RISES ABOVE \$3.50 PER GALLON FOR REGULAR FOR A MINIMUM OF ONE MONTH BOTH (2) AND (4) WILL BE ADJUSTED UPWARD BY 5% PER TWENTY-FIVE CENT (\$.25) INCREASE. THE PRICE PER GALLON SHALL BE DETERMINED BY THE AVERAGE OF THE LOWEST PRICES AT WWW.SPOKANE GAS PRICES.COM. 17

SECTION N - UNIFORMS AND PROTECTIVE CLOTHING: ..... 17

SECTION O - SOCIAL SECURITY BENEFITS: ..... 18

SECTION P - HAZARDOUS DUTY PAY:..... 18

SECTION Q - PREMIUM PAY-COMMERCIAL DRIVERS: ..... 19

SECTION R - RULES AND POLICIES: ..... 19

SECTION S - CONTRACT ADMINISTRATION: ..... 19

SECTION T - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY: ..... 19

SECTION U - CITY-REQUIRED LICENSES: ..... 21

SECTION V - PREMIUM PAY - WEED SPRAYERS: ..... 21

SECTION W - TRAINING OPPORTUNITIES: ..... 21

SECTION X - TUITION REIMBURSEMENT: ..... 21

**ARTICLE VIII - HEALTH AND WELL-BEING..... 21**

SECTION A - MEDICAL, LIFE, AND DENTAL INSURANCE: ..... 21

SECTION B - USE OF LEAVE FOR JOB-RELATED INJURIES: ..... 22

SECTION C - REPORTING OF ACCIDENTS: ..... 22

SECTION D - EMPLOYEE ASSISTANCE PROGRAM: ..... 22

SECTION E - DRUG AND ALCOHOL TESTING: ..... 22

**ARTICLE IX - ILLNESS LEAVE..... 24**

SECTION A - ACCRUAL: ..... 24

SECTION B - BEREAVEMENT LEAVE: ..... 25

SECTION C - IMMEDIATE FAMILY: ..... 25

SECTION D - ILLNESS LEAVE PAYMENT: ..... 25

SECTION E - SICK LEAVE REVIEW PROCESS: ..... 26

**ARTICLE X - VACATION LEAVE..... 27**

SECTION A - VACATION ACCRUAL: ..... 27

SECTION B - DEFERMENT OF VACATIONS: ..... 28

SECTION C - VACATION TIMES: ..... 28

SECTION D - HOLIDAY DURING VACATION LEAVE: ..... 28

SECTION E - WORK DURING VACATION PERIOD: ..... 28

**ARTICLE XI - OTHER LEAVE..... 28**

SECTION A - LEAVE OF ABSENCES: ..... 28

SECTION B - MILITARY LEAVE..... 28

SECTION C - JURY DUTY: ..... 29

SECTION D - UNION BUSINESS:..... 29

SECTION E - EDUCATIONAL LEAVE: ..... 29

SECTION F - MATERNITY LEAVE: ..... 29

SECTION G - NATURAL DISASTERS: ..... 29

**ARTICLE XII - LEAVE SHARING ..... 30**

SECTION A - LEAVE SHARING: ..... 30

**ARTICLE XIII - HOLIDAYS..... 32**

SECTION A - HOLIDAYS: ..... 32

SECTION B - HOLIDAY PAY: ..... 34

SECTION C - HOLIDAY OVERTIME PAY: ..... 34

SECTION D - CONTINUOUS OPERATIONS .....	34
SECTION E - OTHER THAN A FIVE 8-HOUR WORK SCHEDULE: .....	34
<b>ARTICLE XIV - CONDUCT OF NEGOTIATIONS .....</b>	<b>34</b>
SECTION A: .....	34
SECTION B: .....	34
IMPASSE PROCEDURE: .....	34
<b>ARTICLE XV - STRIKES AND LOCKOUTS .....</b>	<b>35</b>
SECTION A - LOCKOUTS: .....	35
SECTION B - STRIKES: .....	35
<b>ARTICLE XVI - SAVING CLAUSE .....</b>	<b>35</b>
<b>ARTICLE XVII - DEFERRED COMPENSATION .....</b>	<b>35</b>
<b>APPENDIX A.....</b>	<b>36</b>
<b>APPENDIX B.....</b>	<b>40</b>
<b>APPENDIX C – PUBLIC DEFENDERS .....</b>	<b>40</b>
<b>APPENDIX D - WAGES.....</b>	<b>41</b>
<b>APPENDIX E – RETIREMENT.....</b>	<b>41</b>
<b>APPENDIX F - SOLID WASTE MANAGEMENT .....</b>	<b>43</b>
<b>APPENDIX G .....</b>	<b>43</b>
<b>SIGNATURE PAGE.....</b>	<b>44</b>

**AGREEMENT BETWEEN**  
**THE CITY OF SPOKANE**  
**AND THE**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES**  
**LOCAL 270, AFSCME**

**JANUARY 1, 2021 – DECEMBER 31, 2025**

**PREAMBLE**

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

**TERMS OF AGREEMENT:** This Agreement shall become effective on the first day of January 2021 and shall continue in full force and effect through the 31st day of December, 2025.

The City and Union agree to negotiate in 2025, for a contract effective January 1, 2026, covering wages, benefits and conditions of employment. These negotiations shall begin upon written notice by either party.

**EMBODIMENT**

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

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

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

**PRODUCTIVITY**

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

**CAREER LADDERS**

The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's workforce requirement. The Employer agrees to the principles of Career Ladders and promotion "of the best qualified candidate." In keeping with such principles, the Employer and the Union shall establish a Career Development Program.



## **ARTICLE I - RECOGNITION**

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

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

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

Those non-uniformed classified employees, whom the Union and the City jointly recognize as being part of management, and excluded from the bargaining unit, are specified in Appendix B.

## **ARTICLE II - UNION SECURITY**

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

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local, Local 270, (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

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

For current Union members and those who choose to join the Union, the Employer shall deduct on the first and second pay period of each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction and Representation are valid whether executed in writing or electronically.

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

Union payroll authorization cards are valid whether paper or electronic and the Employer shall maintain their copies of the Union's Authorization for Payroll Deduction and Representation cards in a secure location that is available to the Union for review.

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

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

### **Section B - Inclusions and Exclusions:**

For the purpose of this Agreement and for determining by mutual agreement which classifications are to be included in, or excluded from, the jurisdiction of the bargaining unit, the following guidelines shall be applied:

1. **Inclusions:** All working forepersons and classifications below will be considered as bargaining unit positions within the various classifications. Forepersons who routinely work with their tools shall be considered as "working forepersons."

**Project Employees:** The Civil Service Rules for the City provide for the hiring of "Project Employees". Rule II defines a Project Employee as an "employee hired to perform a specific project which is non-recurring in nature and which will not exceed two (2) calendar years from the date of hire without review by the Civil Service Commission."

- a. 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 Local 270. The committee will evaluate the request and determine if the position is a Project Employee.
- b. If a position is approved, the Committee will determine if an existing Local 270 classification best identifies the project position and the corresponding salary range in the Local 270 pay plan. If an existing Local 270 classification does not exist, the Committee will agree upon an appropriate Local 270 salary range. The City shall determine which step within the agreed upon salary range to place the Project Employee.
- c. Local 270 Project Employees will pay union dues as determined by Local 270.
- d. Local 270 Project Employees shall receive overtime pay in accordance with the Fair Labor Standards Act.
- e. Local 270 Project Employees shall receive an annual cost of living salary adjustment (COLA). The COLA shall be given at the same time and in the same level as regular Local 270 employees.
- f. Local 270 Project Employees shall receive an annual step increase. The salary increase shall be effective on the anniversary date of the person being hired (or placed in HRS Classification #850).
- g. Local 270 Project Employees shall receive holiday pay for the City-recognized holidays. 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.

**Temporary Seasonals:** The City of Spokane and Local 270 have been in discussions concerning the utilization of non-permanent employees currently classified as Temporary/Seasonals. It has been the long term understanding and agreement that all Temporary/Seasonal employees have Local 270 as their sole bargaining agent and are covered by the Local 270 contract, as specifically stated, with the City of Spokane.

There have been issues arising concerning the basic work rules of this group and both parties to the contract have an interest in a more specific statement as to what those rules should be and how they are modified.

The parties agree that this group shall not be utilized in a manner that supplants permanent, classified employees, but may be used to supplement the work force as agreed to by the parties.

With that in mind, the parties agree to the following:

- a. A Temporary/Seasonal employee's normal term of employment shall not exceed 960 hours in a twelve-month period from original date of hire.
- b. Extensions beyond this time must be approved in advance by the Human Resources Department and Local 270 upon receipt of appropriate documentation and request.
- c. With the approval of Human Resources and Local 270, an extension may be granted for up to thirty (30) working days (not to exceed 3 pay periods). Requests for extensions beyond this first extension must be in writing, must state the end date for the position and may be done only with written approval of both the City and Local 270.
- d. The Human Resources Department shall forward extension approvals to the Civil Service Department.

- e. The Civil Service Department shall monitor usage of Temporary/Seasonal employees, report irregularities to the Human Resources Department and notify the appropriate department in writing.
  - f. Civil Service may, after written notice has been given, decertify the payroll for any department that fails to comply with the notice to terminate a Temporary/Seasonal employee that exceeds the approved hours.
  - g. No seasonal employees may be re-hired until termination paperwork has been submitted and processed from the preceding season.
  - h. Temporary/Seasonal employees who work 500 hours or less in a twelve-month period from date of original hire (e.g. arts and craft teachers in the Parks Department) need not be formally terminated within the system at the end of their season.
  - i. Prior to a retiree being hired back to work as a Temporary/Seasonal employee a written proposal shall be sent to the Human Resources Director for review. If the Director believes the proposal is in compliance, it will be forwarded to the President of Local 270 for review. If both parties are in agreement with the proposal it will be reduced to writing for signatures.
  - j. Retiring employees will be mandated to be separated from their retirement date by two (2) complete pay periods prior to be hired as a Temporary/Seasonal employee.
  - k. In the first year of employment the retiree will only be allowed to work a maximum of twenty (20) hours per week and should be used only to train or transition their replacements. This may be modified by written approval of the Human Resources Director and Local 270 prior to the retiree being hired. The retiree shall not be paid at a rate higher than their last classification pay level.
  - l. The retiree will be limited to a maximum of four hundred eighty (480) hours in the calendar year beginning from their start date. Each year will require a separate agreement. Approved retirees will be terminated at the end of each calendar year.
  - m. No retiree will be placed in a supervisory position over classified employees, nor will the work be utilized to supplant classified work.
  - n. The administration of the City of Spokane and Local 270 may, on occasion, have situations that are not contained within these parameters. When that occurs, the parties will meet and mutually agree to each case. This will be prior to any action taken and will be reduced to writing and signed.
2. **Exclusions:** All employees who are first line management personnel or in a managerial or professional position within the various classifications shall be considered as supervisory and out of the jurisdiction of the bargaining unit. No work shall be performed by supervisory personnel that have been routinely assigned to bargaining unit classifications, except for instruction or training and for emergencies.
3. It is recognized that the duties and responsibilities of supervisors and forepersons excluded from the terms of the Labor Agreement, are not the same as those of employees in the bargaining unit. Therefore, supervisors or forepersons will not perform work routinely assigned to bargaining unit classifications, except to instruct or train employees or in emergencies and then only until a replacement can be secured.

Alleged violations of the above provisions may be handled by initiating expeditious investigation of the matter at Step 3 of the grievance procedure. Should a foreperson or other supervisory personnel be found guilty of violating this provision, management will take the appropriate action to correct the problem.

**Section C - Dues Check-Off:**

The Employer agrees to deduct, on the first and second pay period of each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union.

**Section D - PEOPLE Check-off:**

The Employer agrees to deduct from the wages of any employee who is a member of Local 270 a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME (American Federation of State, County and Municipal Employees) authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted directly to the AFSCME P.E.O.P.L.E program.

**Section E – New Hire Orientation:**

The Employer agrees to notify the Local Union President and Union Staff Representative in writing of any new positions and new employees. At least five (5) full working days prior to the orientation of the new employee, the Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes within a new hire's first 30 calendar days of employment to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

**ARTICLE III - SETTLEMENT OF DISPUTES**  
**(GRIEVANCE PROCEDURE)**

**Section A - Grievance Procedure:**

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

Both parties jointly recognize that under the City Charter, Section 53(j), (k); Section 55 City Personnel Ordinance; Civil Service Rule XI of the Civil Service Rules and Regulations, the Commission may investigate any and all matters relating to conditions of Civil Service employment.

In the event the Union elects to file a grievance on behalf of an employee concerning a suspension, reduction in rank, or discharge, the grievance shall be pursued through either the Civil Service or the provisions of this Article but limited to one or the other. An employee may file with the Civil Service Commission without Union participation if the employee so chooses.

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

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

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

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

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

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

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

Any Employer grievance will be filed by the Human Resources Director or Deputy Mayor's designee with the Union Staff Representative at Step 3.

**Section B - Arbitration:**

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

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

**Section C - Processing Grievances:**

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

**Section D - Union Stewards:**

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

**ARTICLE IV - SENIORITY**

**Section A - Seniority Defined:**

1. **Job Classification Seniority:** The length of continuous service in the employee's job classification. Job classification seniority shall be used in determining vacation preference, layoffs, etc.
2. **Departmental Seniority:** The length of continuous service in the employee's present department. Departmental seniority shall be the determining factor if the job classification seniority is equal.
3. **City Seniority:** The length of cumulative employment with the City of Spokane. In the matter of job openings, vacancies, transfers, new positions, and layoffs, seniority shall be applied in conformance with the Civil Service Commission Rules. In cases where multiple promotions are made on the same day, the employee's standing on the Civil Service eligible list shall determine their placement on the seniority list.

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

**Section B - Choice of Work Shifts:**

The Employer shall have the right to assign the employees to work shifts on the basis of need, adhering to employee preference, including length of service whenever practicable.

The employee may request a change of shift based on seniority. The request will be evaluated by the Employer. If possible, the Employer will attempt to comply with the request. The decision on making the shift change will be that of the Employer; however, the decision is subject to the grievance procedure.

**Section C - Permanent Vacancies:**

When a permanent vacancy occurs in a department, the position will be posted for five (5) working days. When the bid period is completed, the person with the highest seniority on the bid sheet shall be placed in that position. Only after this procedure is completed shall the appointing officer hire from the appropriate Civil Service list.

**Section D - Seniority List:**

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

**ARTICLE V - WAGES**

**Section A:**

1. Employees shall be compensated in accordance with Appendix D. Appendix D shall be considered to be a part of this Agreement. The City shall conduct a salary survey in order to determine the City's competitive position in several classification groupings used by the City in its compensation program. Both the Union and the City recognize and agree to the principles of the prevailing rate concept as one of the compelling factors in establishing and adjusting pay. The City's findings in its annual salary survey shall provide the basis for bargaining along with the living costs and labor market trends. Wage increases shall be computed on hourly wage rates.

2. The City of Spokane and Local 270 agree that the process of determining appropriate compensation is strictly a function of negotiations between the City's Human Resources Department and the Local's Negotiating Team. The parties further agree that the results of these negotiations are a key to ongoing labor relations and that the named parties shall be exclusive agents in this process.

With this in mind, the parties to this agreement stipulate to the following understanding: Either the City or the Local may initiate a request for a review of one or more classification's compensation, with the initiating party requesting a Labor/Management meeting to address the issues in question.

The basis for the proposed change in compensation should be, but is not limited to, a change in work duties, responsibilities or other critical factor that might reasonably require an adjustment in compensation to more adequately reflect the new gravity to the former job classification.

When mutual agreement is reached, the City will process the results according to established policy.

3. **Wage and Classification Schedule:** When a permanent classified position is established, the City shall designate a job classification through Civil Service procedures.

The City shall designate the rate of pay for the position based on a survey of prevailing rates in existence within the job market area. The Union shall be notified in writing of such new classifications and pay rates which are established. Pay rates are subject to negotiations.

4. **Pay Periods:** Salaries and wages of employees shall be distributed during Friday's shift. Those employees who do not work on Friday for any reason, and employees working swing shift shall have their paychecks distributed by the end of Thursday's day shift by their respective payroll clerk.

#### **Section B - Overtime:**

Permanent employees shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay or compensatory time off shall be granted for work under any of the following conditions:

1. All work performed in excess of eight (8) hours in any workday.
2. All work performed in excess of forty (40) hours in any workweek.
3. All work performed on regular days of rest.
4. **Call-In Time:** An employee who has left work and is called back to work after completion of the employee's regularly scheduled work shift or on a regular day of rest for that employee shall be granted a minimum of four (4) hours pay at time and one-half (1-1/2). Employees called in up to one (1) hour prior to the start of their regular shift shall be paid at the regular overtime rate not the call-in rate. Call-in time may be paid in wages or in compensatory time at the employee's choice.
5. **Compensatory Time:** When an employee works overtime, the employee may elect to choose overtime pay or compensatory time off at time and one-half (1-1/2) for each hour worked. The employee shall inform the immediate supervisor, before the end of the overtime worked, whether overtime pay or compensatory time is desired. When an employee desires to use accrued compensatory time, the supervisor shall make the necessary accommodations to allow for the desired time to be used.

While not mandatory, compensatory time should be taken off within ninety (90) days from the date the overtime is worked. Compensatory time accrual is limited to a maximum of one hundred

twenty (120) hours. Prior written approval requested by the supervisor from the Human Resources Director or Deputy Mayor's designee must be received in order to accrue more than one hundred twenty (120) hours. Every year, compensatory time accrued by the last pay period in September may be cashed out the first pay period of October. The employee shall designate the number of hours to cash out, up to eighty (80). Employees have the option to decline a cash out.

6. **Overtime for Seasonal and Temporary Employees:** Seasonal and temporary employees shall be compensated at time and one-half (1½) the employee's regular hourly rate of pay or compensatory time off on an hour and one-half (1½) for hour basis for all hours worked in excess of eight (8) hours in a day or forty (40) hours in any work week.
7. **Overtime Distribution:** Overtime work shall be distributed as possible within a foreperson group/shift. When overtime opportunities develop, the overtime shall be offered to the permanent employee who has the least number of hours to his credit at that time. If this employee declines the opportunity, the appropriate number of declined hours shall be entered on his/her overtime record. This procedure shall be followed until the required number of employees have been selected for overtime work. While employees' preference to work or not work overtime will be given consideration, the essential nature of City services shall be considered the compelling factor and employees shall not refuse to work overtime.

A record of the overtime distribution shall be kept by the department and posted on the department and Union bulletin boards where all affected employees will have access to this information.

If all employees decline the overtime opportunity, the employee with the least number of overtime hours to his/her credit shall be required to work the overtime. If that employee should have a clear and compelling reason acceptable to the supervisor why the overtime cannot be worked, the supervisor shall require the employee with the next lowest number of hours of overtime to perform the work.

An employee may be required to furnish evidence substantiating the compelling reason.

**Section C - Working Out of Classification:**

When an employee has been notified by the employee's immediate superior to fill a vacancy in a higher level job or for special advanced approved projects for the period of four (4) or more hours, that employee shall be compensated for the entire shift at the entry step for that job, or if this rate is not equal to one full step, that employee shall be given the rate of one full step. If the period of time is less than four (4) hours, the employee shall be compensated on an hour-for-hour basis. A vacancy shall mean the replacing of a regular employee who is off work for illness, vacation, or other compelling reason. Replacing an employee for two (2) weeks or less shall be done within the foreman's group if applicable. If more than two weeks, selection for out-of-class assignments shall be made in the following order:

1. The employee has passed and is currently the highest ranking eligible in the department on the Civil Service promotional list for the position, or;
2. The employee has the seniority for the position and, in the opinion of the employee's immediate supervisor, the employee is fully qualified to perform the duties of that position, or;
3. The employee has completed a thirty (30) day orientation/training under direct supervision of an employee experienced in the particular classification.

An employee may decline an out-of-class opportunity without prejudice.

Out-of-class pay shall be posted monthly.



Out-of-class vacation pay shall be used in computing the employee's regular rate of pay for overtime purposes in accordance with the Fair Labor Standards Act.

4. Temporary Appointment
  - a. When an employee is directed by his/her Supervisor to work in an out of classification assignment for longer than six (6) consecutive workweeks, that employee will be deemed to be temporarily appointed to the position and will be paid for the duration of the assignment at the higher wage rate for all compensable time (e.g. vacation, sick leave or comp time).
  - b. When an employee has worked in an out of classification assignment for greater than six (6) consecutive workweeks, that employee will be deemed to be temporarily appointed and will, for the duration of the continuing out of classification assignment, be treated as in the above paragraph.

**Section D- Shift Differential:**

All permanent and probationary bargaining unit employees who work shifts designated as night shifts shall be given a night shift differential in addition to the regular hourly job rate for all hours worked within the designated shifts. The three designated shifts will be day, swing and graveyard.

Day	8:00 a.m. to 4:00 p.m. or a traditional day shift
Swing	4:00 p.m. to Midnight or a traditional swing shift
Graveyard	Midnight to 8:00 a.m. or a traditional graveyard shift

1. (a) A swing shift differential of thirty-five cents (\$.35) per hour shall be paid for all hours worked between 4:00 p.m. and Midnight. Effective the pay period that includes 01/01/2023, the swing shift differential will increase from \$0.35 to \$0.50 per hour. Effective the pay period that includes 01/01/2024, the swing shift differential will increase from \$0.50 to \$0.70 per hour.
  - (b) Exception will be made for those starting at 3:00 p.m. Shift differential shall be paid at the swing shift rate for the entire shift.
  - (c) Exception will be made for those shifts regularly scheduled to end between the hours of 4:00 p.m. to 6:00 p.m. Shifts regularly scheduled to end between 4:00 p.m. to 6:00 p.m. will be considered a day shift.
2. (a) A night shift differential of seventy cents (\$.70) per hour shall be paid for all hours worked between Midnight and 8:00 a.m. Effective the pay period that includes 01/01/2023, the night shift differential will increase from \$0.70 to \$1.00 per hour. Effective the pay period that includes 01/01/2024, the night shift differential will increase from \$1.00 to \$1.40 per hour.
  - (b) Exception will be made for those shifts regularly scheduled to start between the hours of 6:00 a.m. to 8:00 a.m. Shifts regularly scheduled to start between 6:00 a.m. to 8:00 a.m. will be considered a day shift.
3. (a) All hours worked between 8:00 a.m. and 4:00 p.m., or a traditional day shift, will be considered day shift hours and no shift differential shall be paid.
  - (b) Exception as listed in paragraph 1(b).
4. Two (2) rates may apply to any given designated hours of work. The shift differential is a part of the hourly rate of pay when applying the provisions of this Agreement in other sections.

**Section E - Standby Pay:**

If an employee is directed by a supervisor to be available for work and respond when called, the employee shall be compensated at the State of Washington or the Federal minimum wage, whichever is greater, for each hour required to stand by. The employee shall report in a ready condition. Standby assignments will be distributed as equitably as possible.

An employee on standby, who is called out, shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for the period of call out or until his/her regular shift begins with a minimum of two (2) hours at time and one-half (1-1/2). Upon the completion of the call out (minimum two [2] hours) the employee shall revert to standby pay or regular shift status, as applicable.

If an employee has guard or reserve duty that coincides with standby duty, the employee will be permitted to go on stand-by duty only if the City has received prior written confirmation from his/her commanding officer stating that the employee may leave guard or reserve duty whenever he/she is required to perform City duty. The employee is responsible to rearrange his/her Guard/Reserve duty schedule if a conflict exists and there is no letter on file.

**Section F - Longevity Pay:**

The following longevity pay is in effect:

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 standby 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.

**ARTICLE VI - HOURS OF WORK**

**Section A:**

For the purpose of applying the provision of this section, continuous operations shall be defined as operations which provide service on a twenty-four (24) hour basis.

1. **Work Schedules/Shifts:** All employees shall have a designated work schedule/shift with an established starting time and quitting time. Work schedules/shifts shall be posted on the bulletin board.
2. **Work Day:** The work day shift shall consist of eight (8) consecutive hours except for interruptions for unpaid lunch periods. The workday shall be divided into three (3) equal shifts (day, swing or graveyard) or two (2) equal shifts (day or graveyard) for those employees engaged in continuous operations.
3. **Work Week:** The workweek shall consist of five (5) consecutive days with two (2) days of rest.
4. **Changes in Work Schedules/Shifts:** Emergencies excepted an employee may be changed from one established shift to another for up to ninety (90) calendar days in any 12-month period with five (5) working days' notice to the employee and the Union. Changes in shift starting time or meal periods may be made only after negotiations involving the requesting department, the Human Resources Department, and the Union. In case of personal hardships, not resolved by

the immediate supervisor, employees may appeal to the Human Resources Department within twenty-four (24) hours. When a shift becomes open due to an employee leaving, the shift will be posted and filled in the manner established in the contract. If no one bids the shift, then Management shall have the right to modify the shift to meet business needs. The reformulated shift will then be posted for bid. Scheduled days of rest may be altered by mutual consent of the employee and supervisor. The intent of this section is not to avoid the payment of overtime.

5. **Rest Periods:** All employees who are scheduled to work for eight (8) or more hours are entitled to a rest period of fifteen (15) minutes in the first four (4) hours and a rest period of fifteen (15) minutes in the second four (4) hours. One thirty (30) minute rest period in either the first half of the shift or the second half of the shift may be substituted by approval of the supervisor.

If an employee is required to work overtime for four (4) or more hours beyond the regular eight (8) hour shift, the employee shall be entitled to a fifteen (15) minute rest period before starting the overtime.

6. Minors under the age of 18 may not work more than eight (8) hours a day or more than five (5) consecutive days without a day(s) of rest.
7. The City and the Union agree to comply with all Washington State laws concerning employment of minors, (WAC 296.125.027).

**Section B - Cleanup Time:**

Personal cleanup time shall be allowed promptly at the end of each shift for all maintenance employees. The Employer shall provide the required facilities for employee's cleanup and shall arrange work schedules so that employees may take advantage of this provision.

**ARTICLE VII - GENERAL PROVISIONS**

**Section A - No Discrimination:**

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

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

**Section B - Discipline:**

1. **Introduction:** The disciplinary procedures, including pre-disciplinary hearings and access to the grievance procedure, apply only to permanent/ probationary employees. However, a temporary-seasonal employee who is discharged for cause shall be entitled to a pre-disciplinary hearing if the employee has completed ninety (90) working days of service with the City in the 12-calendar months prior to that act which gave rise to the discipline; that employee shall also have access to the grievance procedure through Step 3. Termination of a probationer on an original-entrance appointment or failure of a probationer on promotion probation shall not be considered a disciplinary action. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

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

- Letter of counseling
- Written reprimand (Letter of reprimand)
- Suspension (Letter of suspension)
- Demotion for cause
- Discharge

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

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

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

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

#### **Section C - 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 Union Staff Representative and the affected department. Each hearing will be held in accordance with the current personnel policy (HR-19) as published by the City of Spokane and signed by the Deputy Mayor.
2. If a supervisor conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor at the outset shall notify the employee of his/her right to Union representation.
3. Pre-disciplinary hearings shall be conducted before an employee receives a letter of counseling, a written reprimand, is suspended, demoted, or discharged for cause. Pre-disciplinary hearings are not required before an employee is reprimanded orally and/or receives a Record of

Counseling form. 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 Union 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. 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 a record of counseling form, a letter of counseling, a letter of reprimand and/or a letter of suspension that are an outgrowth of a pre-disciplinary hearing will be forwarded to the Union office.
7. If requested, the employee and representative shall be given a reasonable amount of time to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the 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.
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.
11. **Retention of Records:** Disciplinary actions will be kept in the City's files as listed below:
 

A.	Letters of Suspension	3 years (Civil Service personnel file)
B.	Letters of Reprimand	2 years (Civil Service personnel file)
C.	Letters of Counseling	1 year (Departmental file)

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

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

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

**Section D - Bulletin Boards:**

The Employer agrees to furnish and maintain suitable bulletin boards to be used by the Union, such bulletin boards to be a minimum of two feet by three feet in size. The bulletin boards shall be maintained in the following locations:

Street Maintenance Division	1	City Hall (6th floor)	1
Engineer's Field Office	1	(locked with glass front)	
Water Meter Repair Shop	1	Fleet Services	1

Upriver Hydro Plant	1	Water Warehouse	1
A.W.W.T.P.	1	Police Building	1
Traffic Signs & Markers	1	Water Building	1
Riverfront Park	1	Manito Park	1
Arboretum	1	Parking Enforcement/Meter Repair	1
Police Communications	1	Central Park Maintenance	1
Wastewater Maintenance	1	Waste to Energy	2
Prosecutor's Office	1	Municipal Court	1
Solid Waste Management	1	Public Defenders	1
Asset Management	1	Code Enforcement (Field)	1
Dwight Merkel Field	1	Fire Maintenance	1
Police Evidence/Property	1		

The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union is responsible for all materials posted on Union bulletin boards if the Union authorized materials have either been mailed from the Union office or placed there by a shop steward. No materials shall be posted except notices of official Union business. A Union officer shall sign all material. The Union will limit the posting of materials on the Employer's premises to its bulletin boards. The Union accepts the responsibility for keeping its boards clear of any material not authorized by the Local.

#### **Section E - Union Business:**

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

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

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

The City of Spokane agrees that the President of the Local and specified others, who have been identified to the City in writing, shall have full and free access to the system available on the desktop computers and telephones at any time during work hours. The work allowed shall be such Union business as appropriate.

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

#### **Section F - Supplemental Agreement:**

The parties mutually agree that supplemental agreements shall be used solely for changes to terms or conditions that will involve cost to the City.

This contract may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and City officials.

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

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions.

**Section G - Rules:**

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

**Section H - Management Rights:**

In matters not covered specifically by language within this Agreement, the City of Spokane management shall have the clear right to make decisions in such areas on a unilateral basis and such decisions shall not be subject to the grievance procedure. The parties agree to continue negotiations regarding modifications to this section following adoption of the contract.

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

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

**Section J - Labor Management Meetings:**

It is mutually agreed that the negotiating committee for Local 270 and the negotiating committee for the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement.

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

The City and Local 270 agree that Spokane Employees' Retirement System benefits provided for bargaining unit employees fall within the intent and meaning of Article I, Section A, of the Agreement, and such benefits shall be negotiated.

The City and the Union mutually agree that during the life of this Agreement matters concerning employees' retirement benefits and contributions shall be placed with the Retirement Board. Should a new actuary study indicate improvements in benefits without additional contributions, the Union reserves the right to recommend to the Retirement Board that said benefits be implemented. Any changes in contribution rates other than as described in Appendix E shall be subject to negotiations.

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

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

**Section M - Use of Private Vehicles:**

- (1) **Incidental Use of Private Vehicles:** The prevailing state mileage rate shall be paid to employees who use their private vehicles for official City business when such use has been authorized in advance.
- (2) Employees of the Solid Waste Management Department who have their work locations changed temporarily by the City to fill a vacant shift will be paid excess mileage from point of origin to the revised work location for each day they are required to report to the different work location. Mileage reimbursement will be made on a quarterly basis.
- (3) **Monthly Allowance Rate:** Employees who use their personal vehicles in the performance of their duties on a regular basis and who contract with the City shall be paid in accordance with the following schedule:

<u>YEARLY MILEAGE</u>	<u>MONTHLY ALLOWANCE</u>
2001 - 3000	\$176.25
3001 - 4000	\$218.33
4001 - 5000	\$260.40
5001 - 6000	\$302.50

6001 - 7000	\$344.58
7001 - 8000	\$386.66
8001 - 9000	\$428.75
9001 - 10000	\$470.83

- (4) When the price of gasoline rises above \$3.50 per gallon for regular for a minimum of one month both (2) and (4) will be adjusted upward by 5% per twenty-five cent (\$.25) increase. The price per gallon shall be determined by the average of the lowest prices at [www.SpokaneGasPrices.com](http://www.SpokaneGasPrices.com).

**Section N - Uniforms and Protective Clothing:**

1. If the City requires employees to wear uniforms, they shall be furnished by the City.
2. **Effective 01/01/2021 through 12/31/2023** an allowance of one hundred and twenty dollars (\$120.00) shall be granted to regular employees of the Signs and Markers Division who work with paint, thinner and associated materials. The allowance shall be paid during the first half of December. In addition, the City shall continue to provide appropriate gloves to permanent and temporary employees of the Signs and Markers Division and the Electronic Service Center.
3. Regular employees of the Signal and Lighting Division shall receive an allowance of thirty-five cents (\$.35) per hour up to a maximum of one hundred twenty dollars (\$120.00) per year for loop install and repair activities and for painting. The allowance shall be paid during the first half of December.
4. Public Works Inspectors or Public Works employees performing the asphalt paving inspection function shall be paid thirty-five cents (\$.35) per hour, in addition to base pay, for each hour worked with asphalt.
5. **Solid Waste Management:** A two hundred dollar (\$200.00) annual boot and glove allowance shall be paid to all permanent field personnel of the Solid Waste Management Department. Half the payment shall be made each April and shall be made to all those field personnel who were on the payroll of the Solid Waste Management Department on March 31 of that year; the other half shall be made in October and shall be made to all those field personnel who were on the payroll of Solid Waste Management Department on September 30.
6. **Street Maintenance Division:** Effective 01/01/2021 members of the Street Maintenance Division shall be paid a clothing allowance as follows:
 

Bridge Crew	\$340
Sweeping Crew	\$100
Weed Spraying Crew	\$340
Grinding/Patch Crew	\$340
Utility Cut Crew	\$340
Paver Crew	\$340
Rakers	\$400
Special Maintenance Crew	\$340
Small Patch Crew	\$340
Utility Crew	\$340
Radio Crew	\$340

**Effective 01/01/2024:** Members of the Street Maintenance Division and Code Enforcement's Litter Abatement Crew shall be paid a clothing allowance of four hundred dollars (\$400.00).

- Bridge Crew
- Sweeping Crew
- Weed Spraying Crew
- Grinding/Patch Crew
- Utility Cut Crew
- Paver Crew



Rakers  
Special Maintenance Crew  
Small Patch Crew  
Utility Crew  
Radio Crew  
Signs and Markers  
Code Enforcement Litter Abatement Crew  
Signal and Lighting Division

This allowance will be paid once a year and is to be issued with the first paycheck in December. The eligibility requirements are as follows:

- a. Crew selection and/or assignment each spring will determine the initial clothing allowance for each member of the Division.
  - b. Individuals changing crews after July 1st will receive the allowance established for that individual during crew selection. Individuals changing prior to July 1st will receive the allowance established for the new assignment.
  - c. An employee must be assigned to work on a crew that requires the employee to work with asphalt, weed spray, paint, epoxies, and/or cement products on a continuing basis.
  - d. An employee entering or leaving the Division will have the clothing allowance prorated for each month or portion thereof.
6. **Police Department:** All non-uniformed employees of the Police Department shall receive one hundred and twenty-five dollars (\$125.00) per calendar year, payable in December of each year, for compliance with the department's dress code.
7. **Clothing Allowance Committee:** A clothing allowance committee will be created through Labor Management. The joint committee will be tasked with evaluating the various clothing allowance agreements throughout the City with the goal of consolidating and establishing consistent standards and applications for uniforms and protective clothing for members of Local 270 throughout the City of Spokane.

**Section O - Social Security Benefits:**

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

**Section P - Hazardous Duty Pay:**

Two dollars (\$2.00) per hour or fraction thereof shall be paid in addition to base pay for all work performed at a height of 20 feet or more or a depth of 20 feet or more (exclusive of finished passageways and rooms) and all work in Class I hazardous confined spaces. A Class I hazardous confined space is one in which hazard(s) exist and cannot be eliminated. A Class I hazardous confined space is one for which a Hazardous Confined Space Permit must be completed by the supervisor or crew leader before anyone enters and kept at the job site until the work is completed.

Only the employee who enters a confined space is eligible for hazardous duty pay. Hazardous duty pay is for each hour or fraction thereof of exposure to the hazard (the minimum payment is \$2). Repeat entrances into a confined space within the same hour will result in only one (1) hour's hazardous duty payment.

The "permit to enter a confined space" shall be submitted with the timecards each pay period to the departmental payroll clerk. The departmental payroll clerk shall keep the original of the permits for three (3) calendar years.

Two dollars (\$2.00) per hour shall be paid for all hours worked by an employee who:

1. At the direction of his/her Supervisor, mixes and/or applies chemicals that require a current state license or certification and when this requirement is for a classification mutually agreed upon by Labor and Management.

2. Works in the Water Department or Wastewater Management and who is physically changing out chlorine tanks.
3. Directed by their Supervisor to apply such chemicals and epoxies, or work in a hazardous environment that requires specialized training or certification and are required to use protective equipment beyond normal work gloves or personal protective equipment.

Examples of qualified protective equipment will include: disposable coveralls, rubber booties, rubber gloves, certified respirators, gas monitors, etc.

Note: Pay is received only while in the hazardous environment and/or working with the hazardous materials

4. Effective 01/01/2022, employees who perform work outdoors, that cannot be reassigned indoor work, when the Air Quality Index (AQI) reaches 201 or above for all outdoor hours worked in their shift affected by AQI.

**Section Q - Premium Pay-Commercial Drivers:**

1. A premium of ten cents (\$.10) per hour will be paid those employees required by the City to have a CDL endorsement when such employee is also on the list for random drug/alcohol testing.
2. Any employee who is required by their Supervisor to acquire and maintain a Hazardous Materials endorsement on their CDL will be compensated an additional ten cents (\$.10) per hour for all hours worked, in addition to CDL premium pay. Effective January 1, 2017, up to ten employees who are required by their Supervisors to acquire and maintain a Hazardous Materials endorsement on their CDL will be compensated an additional fifty cents (\$.50) per hour for all hours paid, in addition to CDL premium pay.

**Section R - Rules and Policies:**

Citywide policies signed by the Deputy Mayor shall cover all employees in classifications covered by this Agreement.

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

**Section S - Contract Administration:**

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

**Section T - Repair or Replacement of Personal Property:**

The City agrees to repair or replace items of personal property damaged or lost while the employee is engaged in City work as specified in the guidelines established by Local 270 and the City Human Resources Department. The specific guidelines established by Local 270 and the City Human Resources Department to determine claims and the procedure for filing claims shall be on all department bulletin boards.

1. **"Personal Property" Defined:**  
Personal property, for purposes of this agreement, is property that is a necessary part of an employee's person when he/she reports for work for the City. Personal property includes clothing, footgear, and watches.
2. **Items Not Covered:**  
The following items are exempt from coverage under this procedure:
  - a. Items lost or damaged through negligence or carelessness.
  - b. Eyeglasses and other items reimbursable under Workers' Compensation.
  - c. Jewelry, pictures, or artwork.

- d. Purses, billfolds, and their contents.
  - e. Items of clothing covered under a clothing allowance.
  - f. Personal vehicles.
  - g. Items covered by insurance.
  - h. Purchases left in an office.
3. **Claims for Reimbursement for Repair or Replacement of Damaged Personal Items:**
- a. All damages to personal property shall be reported immediately to the immediate supervisor.
  - b. A claim for reimbursement for repair or replacement of personal items must be submitted by letter to the appropriate department head within ten (10) calendar days of the date the damage occurred. The letter must contain the following:
    - 1. Date, time and place at which the damage occurred.
    - 2. Description of the damaged item including age and estimate of value remaining. The committee has the right to fix an appropriate value.
    - 3. Cost of repair, including a receipt for the repair work, or a statement why the personal item is irreparable.
    - 4. A description of the activity engaged in at the time the damage occurred.
    - 5. Any other supporting evidence.
    - 6. Employee signature and date.
4. **Claims for Reimbursement for Lost Items:**
- a. All losses shall be reported immediately to the immediate supervisor.
  - b. A claim for reimbursement for a loss must be submitted by letter to the appropriate department head within ten (10) calendar days from the date on which the loss occurred. The letter must contain the following:
    - 1. Date, time and place of the loss.
    - 2. A description of the item lost.
    - 3. An estimate of the value of the item at the time of loss.
    - 4. Any other supporting evidence.
    - 5. Employee signature and date.
5. **Claims Committee:**  
A committee of three (3) persons shall be appointed to consider claims for reimbursement for repair or replacement of personal property. The appropriate department head shall appoint one (1) person; Local 270 President or designee shall appoint one (1) person; and the Human Resources Director or Deputy Mayor's designee shall appoint the third (3rd) person.
6. **Convening a Claims Committee Meeting:**  
At the end of a month in which a department head has received a claim(s), he/she shall informally notify the Human Resources Director or Deputy Mayor's designee that a claims committee needs to be formed and convened. At the time of that communication, the department head shall name his/her appointee to the committee.
7. **Action by Claims Committee:**
- a. Each claims committee shall meet when necessary, but not more than once per month.
  - b. A claims committee at its discretion may meet with a claimant to gather further information.
  - c. Each claims committee shall consider the validity of each claim, shall personally review each item of personal property damaged, and shall determine the value remaining of each item claimed.
  - d. A majority of each claims committee shall determine whether a claim should be approved, partially approved, or disapproved.
  - e. Within ten (10) calendar days of the meeting, the claims committee shall notify each claimant as to the status of his/her claim.

- f. Decisions of the claims committee shall be final and binding. A disapproval or partial approval from a claims committee may not be grieved.
- g. For claims that are approved, the claims committee shall notify the appropriate department head who shall authorize payment and submit the claim for payment.
- h. Each claims committee shall keep minutes of each meeting. A copy of the minutes shall be kept in Human Resources Department and with Local 270.

**Section U - City-Required Licenses:**

Licenses required by the City, other than the basic driver's licenses, shall be paid for by the City.

**Section V - Premium Pay - Weed Sprayers:**

A premium of two dollars (\$2.00) per hour will be paid for required weed spraying to employees of the Transportation Department who have received the weed-spraying certification. Pay will be for actual hours of operation, computed to the nearest hour, on a daily cumulative basis. This premium pay is in addition to the clothing allowance in Article VII, Section N.

**Section W - Training Opportunities:**

Local 270 and the City of Spokane agree that cross training and other training programs are necessary and desirable. However, if the assignments and duties of an employee are changed for the purposes of cross training or any other training program, the approved training plan needs to be agreed to by the Department, Human Resources, and Local 270 prior to the implementation of the training program. Training opportunities shall be provided to employees as equitably as possible.

**Section X – Tuition Reimbursement:**

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

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

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

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

**ARTICLE VIII - HEALTH AND WELL-BEING**

**Section A – Medical, Life, and Dental Insurance:**

The City agrees to provide four (4) medical plans: Two (2) City Plans and two (2) Kaiser Permanente plans. The level of coverage provided shall not be reduced during the term of the Agreement without negotiations, even in the event the carrier of said coverage is changed.

Domestic partner benefits are available for bargaining unit employees.

**1/1/2021 – 1/1/2025** Premium increases for all tiers will be split as follows: The first 2% of the increase will be paid by the City. The City and employees will split evenly any increase between 2% and 9%. If the increase is anticipated to be over 9%, the City will notify Local 270 by July 15<sup>th</sup>. By September 1<sup>st</sup> the parties will negotiate a tentative agreement for changes to medical that would keep the increase at or below 9%. If the Local 270 membership does not ratify such tentative agreement, the employee will pay any increase over 9%.

After the above formula is applied to any premium increase, medical premium shares will be split as follows:

**City Plan V:** Employee pays 10% of employee premium and 40% of dependent premium for all tiers.

**City Plan VI:** Employee pays 10% of employee premium and 40% of dependent premium, minus 75% of the premium difference between City Plans V and VI, for all tiers.

**Kaiser Permanente III:** Employee pays 12.5% of employee premium and 40% of dependent premium for all tiers.

**Kaiser Permanente IV:** Employee pays 12.5% of employee premium and 40% of dependent premium, minus 70% of the premium difference between Kaiser Permanente Plans III and IV, for all tiers.

**Life Insurance:** Each employee is entitled to life insurance coverage equal to one and one-half (1 ½) times their yearly salary, up to \$150,000 while actively employed with the City.

**Dental Insurance** will remain as per current contract for the life of the new Agreement. Contact the Benefits department for the current level of dental benefits.

**Health Insurance Rates:** Contact the Benefits department for the current monthly health insurance rates.

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

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

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

**Section C- Reporting of Accidents:**

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

**Section D-- Employee Assistance Program:**

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

**Section E - Drug and Alcohol Testing:**

**Drug and Alcohol Testing of Employees:** Where there is a reasonable suspicion that an employee is under the influence of alcohol or drugs while on duty, the supervisor shall have a representative of the Human Resources Department and a Union representative confirm the suspicion. If the suspicion is confirmed, the employee shall be required to have a drug and/or alcohol test.

No employee who tests .04 or greater (.02 or greater for CDL drivers) on a breathalyzer test or who tests positive for a controlled substance shall be permitted to return to work until he/she has (1) been evaluated by a qualified substance abuse professional from a list of names provided by the Human Resources Department or the City's medical review officer, (2) complied with the recommended rehabilitation, (3) taken (at own expense) and received a negative result on a return to duty alcohol and/or drug test (depending upon which was failed), and (4) signed a return to work contract with the City for a period of time not less than two years nor more than five years. If there should be a further violation during the contract period, the initial violation that gave rise to the contract will be coupled with the second violation, and the employee shall be subject to disciplinary action for the two violations. Conversely, if the employee completes the program and there is no further violation within two years, there shall be no record kept of the offense-giving rise to the pre-disciplinary hearing.

An employee who is not a commercial driver and who has a breath-alcohol reading greater than .00 but less than .04 shall not be permitted to return to work until the supervisor contacts a representative of the Human Resources Department and the employee's Union representative to determine the employee's appropriate duty status during the upcoming hours. If the decision of the supervisor is to return the employee to work, the employee must not have a perceptible trace of alcohol and must not operate vehicles or power equipment.

No employee shall refuse to take a directed alcohol or drug test, to provide urine, or to deliberately adulterate a urine sample. If the employee should refuse to take an alcohol test, there will be a presumption that the employee has a positive reading of .04 or greater alcohol concentration. If the employee should refuse to take a drug test or to provide urine, or if the employee deliberately adulterates a urine sample, there shall be a presumption that the employee tests positive for one of the five controlled substances. There shall be a pre-disciplinary hearing convened to determine the appropriate course of action.

Any employee who wishes to challenge a positive drug test must do so within 24 hours of notification of the positive result. The employee must notify the City's medical review officer that he/she wishes to challenge the test and must pay for the retest. The retest must be processed at a DHHS-certified laboratory. If the retest is in favor of the employee, the City shall reimburse him/her the cost of the retest and shall make him/her whole.

Any employee determined to be under the influence of drugs or alcohol and not permitted to work shall be subject to a pre-disciplinary hearing upon return to work. The test results will be kept confidential.

If the test results are negative, the employee may be disciplined for the underlying incident, subject to the right to grieve. The fact that tests were given may not be used in the discipline or grievance process.

Periodic training of supervisors and employees on drug and alcohol abuse will be provided by the Human Resources Department.

**Voluntary Treatment Program:** Employees who come forward seeking assistance with a dependency problem will be placed on a voluntary program detailed through a Work Improvement Plan. Should an employee fail a drug test while participating in the Work Improvement Plan, such employee will be subject to the provisions of a Return To Work Contract as described in the preceding sections and applicable City policy. Employees on a voluntary program who test positive will not be disciplined for failure of the provisions of the voluntary contract. However, the City may take appropriate disciplinary action for circumstances surrounding the move from a voluntary contract to a mandatory Return To Work Contract.

**Operation of Equipment Prohibited:** Under no circumstances should a supervisor allow an employee who appears to be under the influence of alcohol or drugs drive a vehicle. If the supervisor is unable to stop the employee from driving, the supervisor should immediately notify the Police.

**DRUG & ALCOHOL TESTING OF EMPLOYEES WITH CDL LICENSES:-**

**Alcohol Prohibition:** No driver shall use alcohol, or be under the influence of alcohol, within four (4) hours before going on duty.

No driver shall use alcohol, or be under the influence of alcohol, or have any measurable alcohol concentration or detected presence of alcohol while on duty.

No driver shall possess any alcoholic beverage while on duty. (This does not apply to the transport of alcohol which is part of a load.)

**Random Testing:** The minimum annual percentage rate of alcohol testing shall be 10% of the average number of commercial driving positions. All alcohol tests shall be conducted by a breath alcohol technician (BAT) using breath-testing devices (more commonly called breathalyzer machines).

The minimum annual percentage rate for random drug testing shall be 50% of the average number of commercial driver positions. All drug tests shall be through urine samples processed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory.

**Post-Accident Testing:** As soon as practicable following an accident involving a commercial motor vehicle, the City shall test for alcohol and drugs each surviving commercial driver (a) who was performing driving functions with respect to the vehicle if the accident involved the loss of human life regardless of fault, or injury to a private citizen requiring immediate medical attention off site, or (b) who receives a citation at the site under State or local law for a moving traffic violation arising from the accident, or (c) if one or more vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. If a breathalyzer test is not administered within eight (8) hours following the accident, the supervisor of the driver shall cease attempts to arrange for the test and prepare and submit to the Human Resources Department a report stating the reasons why the test was not promptly administered. If the drug test is not administered within thirty-two (32) hours following an accident, the supervisor shall cease attempts to arrange for the tests and shall prepare and submit to the Human Resources Department a report stating why the test could not be done within thirty-two (32) hours.

**Dilute Urine Samples:** At the time a urine sample is collected, the laboratory technician shall check the urine for specific gravity. If the specific gravity is too low, indicating a dilute specimen, the technician shall perform the authorized test. The outcome of the drug analysis, negative or positive is valid even if the urine is dilute. Should there be evidence that the urine sample was diluted in an effort to obstruct the collection process, the employee shall be subject to disciplinary action.

**Adulterated Urine Samples:** Once the City has been informed that a urine sample has been adulterated, the employee shall immediately be escorted to the collection facility for an observed collection. Until such time as the City receives word that the drug test is negative, the employee may not work for the City in any capacity but may use any leave available to him/her including sick leave but not including administrative leave. Whether the retest is negative or positive, the employee shall be required to pay the costs of collecting and testing of the adulterated sample and shall be subject to disciplinary action for adulterating the sample. If the retest is positive and the disciplinary action is less than discharge, the employee may return to work when the disciplinary action and the four provisions cited in the second paragraph of this Section have been completed. All tests under this Section will be a split sample test. Further information is provided under City Policy PL-10 and HR-47.

## **ARTICLE IX - ILLNESS LEAVE**

### **Section A - Accrual:**

Cumulative illness leave with pay shall accrue to each City employee at the rate of six (6) hours for each bi-weekly pay period. In order to accrue sick leave, the employee must be in a paid status for eighty percent (80%) of that pay period. Total accumulation of sick leave shall be unlimited.

Effective the pay period including May 1, 2017, the bi-weekly accrual will be split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve (FMLA/OJI) account. Access to the regular account will continue as is, but the reserve (FMLA/OJI) account may only be accessed when the employee meets the following criteria: 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.

If an employee has appropriate FMLA or OJI paperwork filed with the City and their leave has been approved by Human Resources, said employee shall use their reserve (FMLA/OJI) account first. (The use of other approved leave to access the reserve FMLA/OJI account will be determined by mutual agreement of Human Resources and Local 270.)

For purposes of Article IX, Section D – Illness Leave Payment, the two accounts will be merged and considered as one account.

Permanent part-time employees shall accrue sick leave, as above, on a pro rata basis. Seasonal employees as defined in Article VI, Section 53A of the City Charter and temporary employees shall not be entitled to sick leave.

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

Under new amendments to RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, parent-in-law, spouse, certified domestic partner, child or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave Sharing benefits is subject to the existing requirements and approval process as stated in Article XII. FMLA leave will continue to be governed by City policy HR-23.

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

**Section B - Bereavement Leave:**

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

**Section C - Immediate Family:**

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

**Section D - Illness Leave Payment:**

1. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employees upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be  $960 \text{ hours} \times 40\% = 384 \text{ hours}$ .
2. Effective January 1, 2019, if an employee at the time of retirement or death has total illness leave accruals equal to or greater than 1500 hours, then the forty percent (40%) in subsection 1 will be increased to sixty percent (60%). The maximum leave payment would then become  $960 \text{ hours} \times 60\% = 576 \text{ hours}$ .
3. 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. The maximum illness leave payment shall be  $960 \text{ hours} \times 25\% = 240 \text{ hours}$ .



**Section E – Sick Leave Review Process:**

1. On a quarterly basis, the department will pull the official quarterly sick leave review report through self-service in PeopleSoft. These departmental quarterly reports will show the employee's sick leave balances and the number of sick leave use incidents during the past quarter. Sick leave review quarters will commence on: January 1, April 1, July 1 and October 1.
2. If an employee's sick leave balance drops below 40 hours of leave on the past quarterly report, this action will trigger a sick leave review meeting as outlined in item #8 below.
3. If an employee has four (4) or more "unscheduled" sick leave usage incidents on the past quarterly report, this action will trigger a sick leave review meeting as outlined in item #8 below.
4. If an employee reaches four (4) incidents of sick leave usage at any time in a current quarter, their supervisor will immediately meet with the employee to discuss the situation. The supervisor does not have to wait until the end of the quarter to trigger a sick leave review meeting as outlined in item #8 below.
5. Scheduled or emergency medical and/or dental appointments will not count as a usage incident.
6. Legally protected leave (i.e., Maternity leave, Paternity leave, authorized Family Medical Leave, Washington State Paid Sick Leave, etc.) will not be counted as a usage incident.
7. If an employee's sick leave balance drops to zero in either account, at any time in a quarter, their supervisor will immediately meet with the employee to discuss the situation.
8. Sick Leave Review Process:
  1. Upon receiving the quarterly report and identifying an issue with a sick leave balance or usage incident rate, the supervisor will contact their Human Resources Analyst who will review the sick leave balance/usage and evaluate for legally protected leave.
  2. If a meeting is triggered by the sick leave balance/use, it will be conducted at the lowest reasonable level of supervision.
  3. This first meeting should be a counseling session where the employee is made aware of the expectations under the Collective Bargaining Agreement and City policies.
  4. During this first meeting, the supervisor should make the employee aware of the resources that are available to assist them in possibly reducing their number of "unscheduled" sick leave absences.
  5. During this first meeting there should be no disciplinary action taken except to note on the sick leave review form that this initial meeting actually took place.
  6. If after being counseled by the supervisor, the employee has two (2) subsequent consecutive quarters of sub-standard sick leave usage and it is deemed that he/she does not meet the minimum sick leave standards, a pre-disciplinary hearing will be scheduled by Human Resources with Local 270 in attendance to review the employee's sick leave record. If no reasonable explanation is forthcoming at this pre-disciplinary hearing, the City at a minimum will issue the employee a Record of Counseling as described in Local 270's Collective Bargaining Agreement. Please note: If further quarters of sick leave non-compliance may occur, the City will utilize progressive discipline as outlined in Local 270's Collective Bargaining Agreement.
  7. No employee will be retaliated against for using legally protected paid sick leave.

## Section F – Illness Leave for Temp Seasonal Employees

1. Temp Seasonal employees will earn one (1) hour of paid sick leave for every forty (40) hours worked, including overtime worked.
2. Sick leave begins accruing when a Temp Seasonal employee starts, however they cannot use their accrued leave until after ninety (90) calendar days of employment. Written requests for time off must be submitted to the employee's supervisor at least ten (10) days in advance for planned or foreseeable absences, or as soon as practicable for unforeseen situations.
3. Temp Seasonal employees may carry over their unused accrued sick leave balance to the following year.
4. Temp Seasonal employees accrued sick leave may not be capped.
5. Temp Seasonal employees may use paid sick leave for hours they are scheduled to work, for the following reasons:
  - a. To take leave for their own health condition or to care for a family member with a health condition. Family members are defined as:
    - i. Child (regardless of age or dependency status) includes biological children, adopted children, foster children, stepchildren, children to whom the employee is in "loco parentis", children to whom the employee is a legal guardian, and children to whom the employee is a "de facto" parent.
    - ii. Parent includes biological parent, adoptive parent, foster parent, stepparent, person who stood in "loco parentis" when employee was a minor child, legal guardian, and "de facto" parent.
    - iii. Spouse
    - iv. Registered domestic partner
    - v. Grandparent or Grandchild
    - vi. Sibling
  - b. To take leave if they are a victim of domestic violence, sexual assault, or stalking; or they have a family member who is a victim of domestic violence, sexual assault or stalking.
  - c. To take leave when the employee's work location has been closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
6. Temp Seasonal employees may be required to provide verification for absences beyond three (3) consecutive days. Examples of situations a supervisor would want to ask for verification include:
  - a. When an employee has been injured (either at work or at home) and was not able to immediately return to full duty and the City wants to ensure there is no exposure to liability for them returning to work.
  - b. When an employee has a history of abusing sick leave, or has developed a pattern of increased sick leave usage. In this case, the supervisor should address the issue with the employee and the requirement to produce verification would be appropriate to verify their absence from work is/was warranted.
7. Unused sick leave benefits are forfeited upon termination of employment. Should a Temp Seasonal employee be rehired within twelve (12) months after separating from the City, their previous employment will be counted towards the eligibility waiting period and any forfeited paid sick leave will be restored.
8. Retaliation for using paid sick leave for allowed purposes is prohibited.

## ARTICLE X - VACATION LEAVE

### Section A - Vacation Accrual:

The following vacation allowance is in effect January 1, 2005:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Annual Accrual</u>
First 4 years	3.70	96.57
Begin 5th through 10th	5.24	136.76
Begin 11th	5.55	144.86
Begin 12th	5.85	152.69
Begin 13th	6.16	160.78
Begin 14th	6.47	168.87

Begin 15th through 19th	6.78	176.96
Begin 20th	8.32	217.15
Begin 25th	9.00	217.15
Begin 30th	9.50	217.15

\*Annual vacation accrual is based on 26.1 pay periods.

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

Employees will be allowed to use vacation up to and including the amount accrued provided approval is obtained by the supervisor. Workload requirements and continuity of City service shall be the compelling factors in scheduling vacations. Employees who leave employment in good standing or are released during probation (not for cause) before the completion of six (6) months shall be eligible for cash payment of their accrued vacation time.

**Section B - Deferment of Vacations:**

All permanent City employees are expected to utilize a minimum of ten (10) working days vacation each year. Permanent employees may defer a portion of their vacation allowance, not to exceed two (2) times their annual vacation accrual or 200 hours, whichever is greater.

**Section C - Vacation Times:**

1. Permanent employees shall be permitted to choose either a split or entire vacation. Whenever possible, employees shall have the right to determine vacation time. But in any case, vacation times shall be selected on the basis of job classification seniority within a foreman group.
2. Written requests for vacation submitted outside the normal vacation sign-up period will be answered within five (5) working days, based on the supervisor's work schedule, or receipt by the supervisor. Any vacation request denied will be accompanied by a written explanation.
3. Where an annual vacation signup process is in effect, conflicts shall be decided by job classification seniority. Once the vacation signup process, if any, has been completed, new requests for vacation shall be on a first come, first served basis.
4. Employees are not required to state the reason or purpose of the request for time off.

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

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

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

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

**ARTICLE XI - OTHER LEAVE**

**Section A - Leave of Absences:**

Leaves of absence shall be granted by the City for a serious illness or accident for permanent employees in accordance with Civil Service Rules and Regulations.

**Section B - Military Leave**

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

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

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

**Section C - Jury Duty:**

City employees as citizens are encouraged to serve on juries when they are called. Employees so called and asked to serve during working hours will experience no loss of pay. Employees called during the day shall report immediately by telephone to their supervisor for instructions as to whether to report for work for the remainder of the day. An employee who works graveyard shift will be excused from duty each day that there is a likelihood of performing jury duty. An employee who works swing shift will be excused from duty if jury duty of four (4) or more hours was performed that day; if the employee performed under four (4) hours of jury duty, that employee will be expected to work the difference between the number of regular hours scheduled for that day and the number of hours served on jury duty.

**Section D - Union Business:**

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

**Section E - Educational Leave:**

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

**Section F - Maternity Leave:**

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

**Section G - Natural Disasters:**

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives of Local 270 and the Human Resources Department will negotiate the matter and their decision will be final.

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

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director or Deputy Mayor's designee who will negotiate the matter with Local 270. That decision will be final.

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

- Couldn't be taken care of during the employee's off-duty time;
- Physically prohibited the employee from coming to work;
- Threatened personal safety or property damage if not taken care of immediately; or
- Caused physical damage to property that required immediate attention or action.

#### **Section H – Washington State Paid Family Medical Leave**

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A) establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total six-tenths of one percent (0.6%) of employees' wages (unless otherwise adjusted by the State thereafter).

## **ARTICLE XII - LEAVE SHARING**

### **Section A - Leave Sharing:**

The purpose of the program is to permit City employees to provide vacation time, sick leave, and/or compensatory time to a fellow City employee who is suffering from a severe or extraordinary illness or injury or who has an immediate family member suffering from a severe or extraordinary illness or injury and is incapable of caring for themselves. To qualify for shared leave, the employee must be out of sick leave, vacation time, floating holidays, and compensatory time, and who will imminently go on leave without pay or terminate City employment. Immediate family will be defined as spouse, certified domestic partner, child, parent, or other more distant relative living in the home of the employee. It is understood and agreed as follows:

#### **1. GENERAL:**

- a. An employee may receive the leave sharing benefit from another bargaining unit employee or from a non-uniformed employee not in the bargaining unit; conversely, an employee may donate to another employee within the bargaining unit or to a non-uniformed employee outside the bargaining unit.
- b. All leave donated under the leave sharing arrangement shall be hour for hour. No differentiation will be made between the salary level of the donor and the recipient.
- c. There shall be no retroactive applications of donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. Donations to the leave-sharing program shall be confidential.
- f. For purposes of this Article, a day shall be considered to be eight (8) hours.

#### **2. ELIGIBILITY TO RECEIVE LEAVE:**

- a. An employee may receive leave if the employee suffers from a severe or extraordinary illness or non-job-related 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.
- b. Leave share may be used for a severe or extraordinary illness or injury of an immediate family member. Immediate family member is defined as spouse, certified domestic partner, child, parent, or more distant relative who resides with the employee.
- c. Requests to receive the leave sharing benefit shall be submitted to a committee comprised of one person from the Human Resources Department, one person from the department from which the request originated and one person from Local 270. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the originator has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

- d. An employee receiving a leave sharing benefit must have exhausted his or her sick leave, vacation time, compensatory time, and floating holidays. Sick leave, vacation time, and floating holidays accrued while an employee is in paid leave status due to the use of shared leave must be used as it is earned.
- e. An employee receiving a leave sharing benefit must have abided by the City's policies respecting sick leave.
- f. Initial grants of shared leave shall be for a period of sixty (60) working days or less unless there is clear and compelling information from a physician to the effect that the disability will last longer than sixty (60) working days. In that event, the Committee may approve the request for up to the period of disability stated by the physician. Should an employee require more shared leave than the initial grant by the Committee, that employee may petition for additional shared leave, but in no event more than a total of one hundred twenty (120) days of such leave.
- g. An employee receiving leave sharing benefits shall receive no more than one hundred twenty (120) days of such leave per ten (10) years of service with the City at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit, as determined by Local 270 and Human Resources on a case-by-case basis, for catastrophic illnesses.
- h. The employee's position must be one in which vacation and sick leave can be accrued and used.
- i. The employee must be eligible to use vacation time and sick leave.
- j. The employee must not be receiving time-loss payments as a result on an on-the-job injury.
- k. All employees receiving leave-sharing benefits shall be considered to be on an eight (8) hour a day, five (5) days a week schedule, regardless of their actual work schedule.

**3. LEAVE TRANSFERENCE PROCESS:**

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director or Deputy Mayor's designee and attach a statement from his/her physician verifying the severe or extraordinary nature and expected duration of the condition. A union representative may submit the request on behalf of the employee.
- b. The Human Resources Department will, upon approving the request, notify the employee's department head and request the department head to communicate the employee's eligibility for leave sharing to other employees in that department.
- c. Employees wishing to donate leave shall send the Donation of Vacation Time/Sick Leave/Compensatory Time form to the Human Resources Department for processing. After the Human Resources Director approves, the form shall be processed by the Human Resources Department.

**4. DONATING LEAVE:**

- a. An employee may donate a maximum of eighty (80) hours of vacation time, sick leave, or compensatory time, or any combination that does not exceed eighty (80) hours in any calendar year.
- b. Donations of vacation time may not bring the donor's vacation time balance below one hundred and four (104) hours; donations of sick leave may not bring the donor's sick leave balance below one hundred and four (104) hours.
- c. All donations shall be strictly voluntary and shall be done on the Donation of Vacation Time/Sick Leave/Compensatory Time form. The donor shall designate the recipient.
- d. Once leave has been donated, it becomes the recipient's leave (subject to the limitation stated in Section 5 below) and shall be entered as sick leave in the recipient's account.

**5. LEAVE-SHARING BANK:**

- a. A leave-sharing bank is hereby created. All non-uniformed employees of the City who have more than nine hundred sixty (960) hours of illness leave, have vacation time they are on the verge of forfeiting, or at the time of resignation have more than one hundred and four (104) hours of illness leave accrued may donate their surplus leave to the bank

in units of a day. Also, surplus compensatory time may be donated to the bank in units of a day. All donations shall be made by completing the Donation of Vacation Time/Sick Leave/Compensatory Time form. All donations, other than illness leave, shall be converted to illness leave.

- b. The total of any one employee's donations to the bank may not exceed eighty (80) hours in any calendar year. Donating to the bank shall not affect an employee's right to donate up to eighty (80) hours to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the ad-hoc committee that approved their leave-sharing request and the Human Resources Department, draw leave from the leave sharing bank. The amount of leave so drawn from the bank shall be the lesser of: (a) the amount needed to cover the balance of their illness; (b) the amount needed to make up their maximum of 120 days (960 hours) for every ten (10) years of consecutive service; (c) half the number of days in the leave sharing bank; or (d) thirty (30) days (270 hours).
- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to eighty (80) hours of the excess. Donated leave above eighty (80) excess hours shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred twenty (120) day 10 year lifetime maximum (960 hours).

**ARTICLE XIII - HOLIDAYS**

**Section A - Holidays:**

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25
Four Floating Holidays	According to the provision of Section 2

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

- a. Sundays shall be considered a day of rest and of religious worship, and shall not be considered holidays.
  - b. When any of the above named holidays occur on a normal business day (Monday through Friday), the offices of the City government shall be closed in observance of such holidays, and the employees of the City with the exception of continuous operation and essential personnel, will be granted time off duty.
- 2. **Floating Holidays:**
    - a. All new employees hired between January 2 and June 30 shall be eligible for thirty-two (32) hours of floating holiday hours for use in that year.
    - b. All new employees hired on or after July 1 shall receive sixteen (16) hours of floating holidays for use in that year.
    - c. The City will observe Martin Luther King, Jr.'s birthday on the third Monday of January, although the City has not declared that day as an official holiday. On that day, offices at City Hall, Municipal Court, Community Justice Services, the Prosecutor's Office, and the Public Defender's Office will be closed. For the most part, all other City facilities and functions including Parks, Police and Fire will operate on a normal schedule.

- d. All Local 270 employees who are hired before the third Monday of January will be credited with an additional eight (8) hours of floating holiday hours.
  - e. Those employees who are required to work on the third Monday of January will receive straight time pay for that day and will have forty (40) floating holiday hours to use during the calendar year. Those employees who are scheduled but who do not work, on the third Monday of January will have floating holiday hours deducted for that day in accordance with their normally schedule shift, unless they are absent due to illness.
  - f. Those essential functions, which operate out of City Hall but primarily in the field, such as Parking Meter operations, will be performed on the third Monday of January as usual. Building inspectors will not, however, work on that day.
  - g. Those employees who work in offices that will be closed on the third Monday of January shall not have the option of working on that day, and they shall have floating holiday hours deducted in accordance to their normally scheduled work shift for that day. Employees shall not use the additional floating holiday hours before the third Monday of January.
  - h. The City will observe Juneteenth on June 19<sup>th</sup>, although the City has not declared that day as an official recognized paid holiday off for all Local 270 members. Like Martin Luther King Jr's birthday, on that day, offices at City Hall, Municipal Court, Community Justice Services, the Prosecutor's Office, and the Public Defender's Office will be closed. For the most part, all other City facilities and functions including Parks, Police and Fire will operate on a normal schedule.
  - i. All Local 270 members who are hired before June 19<sup>th</sup> will be credited with an additional eight (8) hours of floating holiday hours for use that year. The addition eight (8) hours will be credited to their bank in the pay period that June 19<sup>th</sup> falls within.
  - j. Those employees who are required to work on June 19<sup>th</sup> will receive straight time pay for that day and will have a total of forty-eight (48) floating holiday hours to use during the calendar year. Those employees who are scheduled but who do not work on June 19<sup>th</sup> will have floating holiday hours deducted for that day in accordance with their normally scheduled shift, unless they are absent due to illness.
  - k. Those essential functions, which operate out of City Hall but primarily in the field, such as Parking Meter operations, will be performed on June 19<sup>th</sup> as usual; however, Building inspectors will not work on that day.
  - l. Those employees who work in offices that will be closed on June 19<sup>th</sup> shall not have the option of working on that day, and they shall have floating holiday hours deducted in accordance with their normally scheduled work shift for that day. Employees shall not use the additional floating holiday hours before June 19<sup>th</sup>.
  - m. Floating holidays may not be carried over into the next year.
  - n. Unused floating holidays will not be paid off at termination.
  - o. The floating holidays shall be taken at a time mutually agreeable by the employee and the supervisor.
  - p. Employees who work four (4) ten (10) hour shifts may use floating holiday time ten (10) hours at a time.
  - q. If the floating holiday request is identified by the employee for reasons of observing a religious holiday, the City will attempt to provide the day off.
  - r. Employees shall be allowed to use floating holiday time on an hourly basis.
3. **Weekend Holidays:** When any day observed as a holiday by the City falls on a Sunday, the following Monday will be observed as a regular holiday or if any day observed as a holiday by the City falls on a Saturday, the preceding Friday will be observed as a regular holiday and the offices of the City government shall be closed. The employees of the City, with the exception of essential personnel, will be granted time off duty.
- a. The above policy is applicable for employees on five (5) day, Monday through Friday schedule.
  - b. For the employees on a schedule other than a Monday through Friday workweek, the following will apply:



- (1) When a holiday observed by the City falls on an employee's first day of rest, the preceding day shall be recognized as their holiday.
- (2) When a holiday observed by the City falls on an employee's second day of rest, the following day shall be recognized as their holiday.
- (3) If the employee is required to work on a holiday as outlined in (1) and (2) due to essential operations, the employee will be compensated for that day as outlined in the following section, Section B, Holiday Pay.
- (4) Employees who work a compressed workweek have at least one (1) three (3) day weekend each pay period. To standardize observance for those employees, the following applies:
  - (a) When a holiday observed by the City falls on the second day of an employee's three (3) day weekend, the employee may elect to observe the holiday on the last regular workday before the holiday or the first regular workday after the holiday - providing that the day observed by the employee falls within the same pay period as the actual holiday.
  - (b) Employees whose presence on the job on their observed holiday is not essential shall be released from duty. Employees whose overlap day coincides with their observed holiday shall ordinarily not work the overlap day.

**Section B - Holiday Pay:**

All probationary/permanent bargaining unit employees will receive holiday pay for all hours in their normally scheduled work shift (i.e. 8, 9, 10, 12). In order to qualify for holiday pay, the employee must be in a paid status for the entire period of the normally scheduled shift of work immediately following the holiday.

**Section C - Holiday Overtime Pay:**

All probationary/permanent bargaining unit employees will receive holiday pay for all hours worked on a fixed holiday. In addition, all employees will be compensated at one and one half (1-1/2) times their hourly rate, in addition to holiday pay, for all hours worked on days that are recognized by the City as holidays.

**Section D - Continuous Operations**

Employees engaged in continuous operations, as jointly determined by the City and Local 270, shall observe holidays on the traditional days. The affected holidays are New Year's Day, Independence Day, and Christmas Day.

**Section E - Other Than a Five 8-Hour Work Schedule:**

Employees who work other than a five (5) 8-hour work schedule shall be granted up to ten (10) hours holiday pay for the seven (7) fixed holidays.

**ARTICLE XIV - CONDUCT OF NEGOTIATIONS**

**Section A:**

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

**Section B:**

The City and Local 270 mutually agree to set up a bargaining calendar along with impasse procedure for negotiations. If no agreement is reached by November 1, the following procedure will be followed:

**Impasse Procedure:**

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

**Step 1 - Mediation:**

The Union or the City management will present the dispute to the Public Employment Relations Commission or, by mutual agreement, the Federal Mediation and Conciliation Service, as soon as possible, but no later than November 20. If no satisfactory agreement is reached in thirty (30) days of mediation, the dispute will be submitted to:

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

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

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

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

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

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

The above time limits may be extended by mutual agreement.

**ARTICLE XV - STRIKES AND LOCKOUTS**

**Section A - Lockouts:**

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

**Section B - Strikes:**

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

**ARTICLE XVI - SAVING CLAUSE**

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

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

**ARTICLE XVII - DEFERRED COMPENSATION**

The City agrees to make the Mission Square deferred compensation plan available to Local 270 members. The City will match up to one hundred twenty dollars (\$120.00) per month to a member'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.

**APPENDIX A**  
**CLERICAL, ADMINISTRATIVE, LABOR, TECHNICAL, MECHANICAL CLASSIFICATIONS**

Following are the inclusions in the bargaining Unit:

<b>Classifications</b>	<b>SPN#</b>
Accounting Clerk	106
Accounting/Personnel Assistant I	862
Accounting/Personnel Assistant II	861
Arborist	106
Asphalt Raker	560
Assistant Street Maintenance Supervisor	568
Attorney Assistant	027
Audio/Video Technician	597
Automotive Body Specialist	631
Automotive Mechanic	630
Bridge Inspector	190
Bridge Maintainer I	565
Bridge Maintainer II	566
Building Engineer I	419
Building Engineer II	418
Building Inspector	300
Building Inspector-1 Cert	300A
Building Inspector-2 Cert	300B
Building Inspector-3 Cert	300C
Building Inspector-4 Cert	300D
Building Maintenance Foreperson	617
Carpenter	606
Cash Accounting Clerk I	101
Cash Accounting Clerk II	102
Cash Accounting Supervisor	103
Certified Automotive Body Specialist	635
Certified Heavy Equipment Operator	620
Certified Instrument Repair Tech	644
Certified Water Hydro Plant Mech	668
Certified Equip. Maint. Foreperson	633C
Cert. Materials Testing Supv	223C
Certified Boiler Inspector	305
Certified Combination Inspector-2C	312
Certified Combination Inspector-3C	313
Certified Combination Inspector-4C	314
Certified Equipment Maintenance Foreperson	634
Certified Heavy Equipment Mechanic	637
Certified Elevator Inspector	309
Certified Enforcement Specialist	304
Certified Inspector	309
Certified Laboratory Tech	643
Certified Sr. Water Engineering Tech	198
Certified Water Hydro Plant Operator	661
Certified Water Inspector	209C
Certified Water Svc Specialist	522
Clerk II	002

Clerk III	003
Clerk IV	004
Community Services Officer	956
Court Clerk I	012
Court Clerk II	013
Communications Services Officer	956
Crime Analyst	035
Crime Prevention Practitioner	036
Custodial Foreperson	416
Custodian I	414
Custodian II	415
Customer Service Assistant	099
Customer Service Specialist	105
Customer Service Supervisor	100
Desktop Computer Specialist I	145
Electrical/Mechanical Insp-1C	307A
Electrical/Mechanical Insp-2C	307B
Electrical/Mechanical Insp-3C	307C
Electrical/Mechanical Insp-4C	307D
Electrician	605
Electro/Mechanical Technician	607
Electronic Comm. Systems Technician	287
Electronics Communications Technical Aide	271
Enforcement Specialist	302
Engineering Technician I	201
Engineering Technician II	202
Engineering Technician III	203
Engineering Technician IV	204
Environmental Technician	667
Equipment Maintenance Foreperson	633
Equipment Operator	621
Equipment Servicer	626
Fire Apparatus Maintenance Foreperson	638
Fire Apparatus Mechanic	639
Fire Prevention Inspector	318
Fleet Specialist	181
Fleet Warranty & Program Specialist	183
Gardener I	686
Gardener II	687
GIS Specialist	211
GIS Technician	212
Golf Course Superintendent	679
Grant Accounting Specialist	107
Graphic Arts Specialist	091
Hazardous Waste Technician I	558
Heavy Equipment Mechanic	636
Heavy Equipment Operator	622
Information Systems Spec I	134
Information Systems Spec II	135
Inspector	303
Instrument Repair Technician	648
Irrigation Specialist	610

Labor Foreperson	505
Laboratory Technician	654
Laborer I	501
Laborer II	502
Landfill/Transfer Station Foreperson	551
Lead Bldg/Plumbing Inspector	306
Lead Bridge Inspector	192
Mail Center Specialist	007
Mail Courier	500
Materials Testing Supervisor	223
Meter Reader	441
Meter Reader Foreperson	443
Park Caretaker	692
Park Equipment Specialist Foreperson	681
Park Equipment Specialist	677
Park Ranger	698
Park Ranger Supervisor	693
Parking Enforcement Spec I	434
Park Security Officer	693
Parking Meter Foreperson	439
Parking Meter Specialist II	435
Planning Specialist	225
Parks Facilities and Grounds Foreperson	697
Parts Manager	632
Parts Technician	623
Pension Specialist	031
Permit Specialist	008
Permit Tech I	009
Permit Tech II	010
Planning Specialist	225
Playground Equipment Specialist	691
Plumber	611
Plumbing Inspector	315
Plumbing Inspector-1 Cert	315A
Plumbing Inspector-2 Cert	315B
Plumbing Inspector-3 Cert	315C
Plumbing Inspector-4 Cert	315D
Police Communications Supervisor	282
Police Disp. Support Specialist	011
Police Evidence Supervisor	350
Police Evidence Tech I	348
Police Evidence Tech II	349
Police Radio Dispatcher I	283
Police Radio Dispatcher II	284
Police Radio Dispatcher III	279
Police Records Shift Supervisor	017
Police Records Specialist	016
Police Records Technology Specialist	018
Community Justice Services Counselor	954
Senior Community Justice Services Counselor	955
Public Defender I	095
Public Defender II	096

Public Works Journey Level Inspector	216
Public Works Materials Assistant	222
Radio Operator I	280
Radio Operator II	281
Recreation Aide	670
Recreation Assistant	671
Recreation Leader	695
Refuse Collector I	549
Refuse Collector II	550
Refuse Collector III	553
Refuse District Supervisor	552
Reprographics Technician	084
Reprographics Equipment Technician	085
Scale Operations Foreperson	104
Secretary I	019
Secretary II	020
Senior Instrument Technician	647
Senior WWTP Maintenance Mechanic	650
Senior Water Engineering Technician	199
Sign Painter	612
Signal Maintenance Technician	272
Signal Maintenance Foreperson	274
Special Assessment Clerk	034
Stationary Engineer	604
Statistician	037
Storekeeper	173
Street Maintenance Foreperson	564
Street Maintenance Operator I	561
Street Maintenance Operator II	562
Street Maintenance Supervisor	569
Supervisory Court Clerk	014
Temporary/Seasonal-Labor	849
Temporary/Seasonal-Admin	849A
Traffic Engineering Specialist I	228
Urban Forestry Specialist	688
Utilities Collector	453
Facility Inventory Foreperson	537
Waste Water Inspector	210
Waste Water Specialist	541
WWTP Maintenance Mechanic	649
WWTP Operator I	641
WWTP Operator II	642
WWTP Operator III	645
Water Construction Inspector Supervisor	213
Water Engineering Technician Foreperson	200
Water Hydroelectric Maintenance Foreperson	663
Water Hydroelectric Plant Mechanic	664
Water Hydroelectric Plant Operator	662
Water Hydroelectric Plant Operator Foreperson	666
Water Service Foreperson	523
Water Quality Analyst	669
Water Service Inspector	209

Water Service Specialist	521
Web Designer	147
Welder	608
Welder Foreperson	609
Workers Compensation Asst	001
WTE Ash Operator	576
WTE Asst. Power Plant Operator	571
WTE Crane Operator	574
WTE Disposal Operations Supv	594
WTE Electric & Instrument Tech	590
WTE Maintenance Specialist	578
WTE Maintenance Supervisor	580
WTE Power Plant Operator	572
WTE Shift Supervisor	573
WTE Sr. Electric& Instrument Tech	591
WTE Sr. Maintenance Spec	579
WTE Utility Operator	570

Excluded from the bargaining unit are clerical employees in the Human Resources Department, the Legal Department, and the Civil Service clerical staff.

#### **APPENDIX B**

All employees not included in Appendix A of this agreement or in other collective bargaining agreements are considered exempt confidential employees.

#### **APPENDIX C**

##### **Public Defenders:**

1. The City agrees to reimburse each attorney up to five hundred fifty-five dollars (\$555.00) per year for out of pocket costs to acquire CLE training. This is in accordance with the agreement originally reached in 1998.
2. The City agrees to comply with the Progressive Promotion Supplemental Agreement that was reached in 1998 and will make whole all impacted who did not receive their proper compensation.
3. Effective January 1, 2002, all current Public Defender I's will be moved to Step 4 Range 36.
4. Beginning December 22, 2002, all Attorneys hired as Public Defender I's will start at Step 4 Range 36.
5. Based on the contract negotiated for 1999-2001, the Public Defender II's will be moved from Range 45 to Range 56 in the Local 270 pay scale effective December 22, 2002.

## APPENDIX D

**In 2017, the parties created a new top step for all Local 270's salary ranges. This new 6<sup>th</sup> Step was established at 4.25% above Step 5 for all ranges; and, in 2018 4.25% was added to Step 6 for all salary ranges.**

**2021 Wages:** 4% increase for all steps and ranges  
Effective the start of the pay period including July 1, 2021

\$2,000.00 lump sum add to pay for Essential Workers to current employees employed as of January 1, 2021 (including those that have since retired or left City employment in good standing but shall exclude those employees terminated for cause). Employees hired between January 2, 2021 and December 31, 2021 will receive a prorated lump sum add to pay amount based on \$166.67/month for each month of employment in 2021 as a classification covered by Local 270.

**2022 Wages:** 5% increase for all steps and ranges  
Effective the start of the pay period including July 1, 2022

**2023 Wages:** 5% increase for all steps and ranges  
Effective the start of the pay period including July 1, 2023

**2024 Wages:** 5% increase for all steps and ranges  
Effective the start of the pay period including October 1, 2024

**2025 Wages:** Effective the start of the pay period including July 1, 2025, there will be a cost-of-living adjustment based on the average of the August 2023 – August 2024 CPI-W (West B/C) and the August 2023 – August 2024 CPI-U (Seattle-Tacoma-Bellevue), subject to a minimum wage increase of 2.5% and a maximum wage increase of 4%.

## APPENDIX E – RETIREMENT

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

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

Any subsequent retirement contribution changes recommended by the Actuary and approved by both the SERS Retirement Board and the City Council will go into effect January 1 of the following calendar year after approval.



**SERS Benefit Tiers:**

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

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

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

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

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

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

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

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with no penalty/actuarial reduction with 30 years of service or if the employee's age plus years of creditable service equaling at least 90, or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

**Retiree Medical:** Effective April 1, 2017, retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retiree and active employees to determine rates for the retiree medical plans. Deposits to the retiree medical subsidy will stop January 1, 2017, although the existing subsidy will continue to be used until depleted to mitigate rates for both retiree plans.

## **APPENDIX F - SOLID WASTE MANAGEMENT**

Effective January 1 2005:

1. All Refuse Collector IIIa's shall be changed to Refuse Collector III's and shall be moved to pay range 33. (Effective January 1, 2005)
2. Recycling Collectors shall be changed to Refuse Collector II's and shall be moved to Pay Range 29, provided they have one year of experience as Refuse Collector I or Recycling Collector or any combination thereof. When the last current Recycling Collector has been changed to Refuse Collector II, the Recycling Collector classification shall be eliminated.
3. All new hires hired for collection shall be hired at Pay Range 23 as Refuse Collector I. Should the pool of applicants be such that the Civil Service testing requires a change, the parties will meet to determine the feasibility of posting the Refuse Collector II as open and promotional.
4. Employees who are cross-trained between the tasks performed by Refuse Collector II or III may be utilized on other routes, within the classifications, due to an unanticipated vacancy provided that the changes in routes shall be accomplished by seniority.

## **APPENDIX G**

### **LETTER OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND LOCAL 270**

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

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

**SIGNATURE PAGE**

SIGNED AND DATED THIS 18th DAY OF July, 2022

**FOR THE CITY:**

DocuSigned by:  
*Nadine Woodward* 7/18/2022  
39651E7EC71D4A0...  
Nadine Woodward, Mayor

DocuSigned by:  
*Terri Pfister*  
CC5FCBA4DCC8416...  
Terri Pfister, City Clerk

DocuSigned by:  
*Johnnie Perkins* 7/15/2022  
96A908C563754B1...  
Johnnie Perkins, City Administrator

DocuSigned by:  
*Lynden P. Smithson* 7/12/2022  
A0820B1D7C25493...  
Lynden Smithson, Interim City Attorney

DocuSigned by:  
*Michael J. Piccolo* 7/12/2022  
0E9DBB4D6EFE4BA...  
Michael Piccolo, Interim Human Resources Director

DocuSigned by:  
*Marlene Feist* 7/12/2022  
F6AF2EF2F24E415...  
Marlene Feist, Public Works Director

**FOR THE UNION:**

DocuSigned by:  
*Joe Cavanaugh* 7/12/2022  
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Joe Cavanaugh, President

DocuSigned by:  
*Dave Hanshaw* 7/18/2022  
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Dave Hanshaw, Vice President

DocuSigned by:  
*Richard Czernik* 7/12/2022  
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Richard Czernik, Recording Secretary

DocuSigned by:  
*Sean Barley* 7/12/2022  
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Sean Barley, Executive Board

DocuSigned by:  
*Jon Barnhart* 7/12/2022  
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Jon Barnhart, Executive Board

DocuSigned by:  
*Natalie Hilderbrand* 7/18/2022  
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Natalie Hilderbrand, Union Staff Representative

DS



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Certificate Pages: 7	Initials: 0
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	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	jehansen@spokanecity.org
	IP Address: 155.190.3.5


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tpfister@spokanecity.org  
City Clerk  
City of Spokane  
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**Signature**

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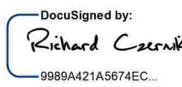
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jcavanaugh@spokanecity.org  
Security Level: Email, Account Authentication (None)

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Richard Czernik  
rczernik@spokanecity.org  
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Sean Barley  
sbarley@spokanecity.org  
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jbarnhart@spokanecity.org  
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(None)

## Signature

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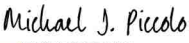
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mpiccolo@spokanecity.org  
Assistant City Attorney  
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(None)

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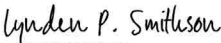
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Lynden P. Smithson  
lsmithson@spokanecity.org  
City Attorney- Interim  
Security Level: Email, Account Authentication  
(None)

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Marlene Feist  
mfeist@spokanecity.org  
Public Works Director  
City of Spokane  
Security Level: Email, Account Authentication  
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Johnnie Perkins  
jperkins@spokanecity.org  
City Administrator  
City of Spokane  
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(None)

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Dave Hanshaw  
dhanshaw@spokanecity.org  
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(None)

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Natalie Hilderbrand  
 natalieh@council2.com  
 Security Level: Email, Account Authentication (None)

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Nadine Woodward  
 nwoodward@spokanecity.org  
 Mayor  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Nadine Woodward*  
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Terri L. Pfister  
 tpfister@spokanecity.org  
 City Clerk  
 City of Spokane  
 Security Level: Email, Account Authentication (None)

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*Terri L. Pfister*  
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 scannon@spokanecity.org  
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Jessica Kirk  
 jkirk@spokanecity.org  
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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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