

2022 Negotiations between
Spokane County
and
Council 2, the Master Coalition, Locals 1135, 1553,
492-FC, 492-J, & 492-SP

County's Initial Economic Proposals
February 24, 2022

**All proposals maybe withdrawn at any time by either party. All final tentative agreements are subject to approval by both the Union's voting membership and the Spokane County Board of County Commissioners.

Union's March 16, 2022 Response to the County's Initial Economic Proposals
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County Economic Proposal #1

ARTICLE 8 – HOLIDAYS**

*****This article will not apply to Local 492-SP or Local 492-FC; members of these bargaining units will need to refer to their Supplemental Agreements.***

8.1 List: The following days shall be recognized and observed as paid holidays:

New Year's Day	(January 1st)
Martin Luther King Jr.'s Birthday ¹	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(4th of July)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November) (Friday immediately following Thanksgiving Day) TA
Christmas Day	(December 25)
One (1) Floating Holiday ²	

~~¹⁻ Local 1135 will observe Martin Luther King's Birthday as described in their Supplemental~~
REJECT

~~²⁻ Local 1135 will observe Floating Holiday(s) as described in their Supplemental~~
REJECT

8.2 Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event. Should an additional perpetual **federal REJECT** holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit. If an employee is requested to work on the one-time, non-recurring holiday, they will receive 7.5 or 8 hours of **TA** pay at the employee's regular rate **for all hours worked TA** plus paid time off at a later date for all hours actually worked on the one-time, non-recurring holiday.

8.3 Eligibility and Pay: Employees shall be eligible for holiday pay under the following conditions:

8.3.1 The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on layoff.

8.3.2 The employee worked his/her last scheduled day prior to, and the first scheduled day after the holiday unless he/she is excused by the Employer or he/she is absent for any authorized paid leave.

8.3.3 If a holiday is observed on an employee's scheduled day off, or during his/her vacation or on paid sick leave, at the employee's option **upon mutual agreement between the employee and employer**, he/she shall be paid for the un-worked holiday, or be given the preceding or following work day off. **REJECT. This would lead to inconsistent practices between Departments/Managers.**

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- 8.3.4 Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular work day.
- 8.3.5 Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday or Sunday and is the employee's regularly scheduled work day, the holiday shall be observed the day upon which said holiday falls.
- 8.3.6 If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay.
 - 8.3.6.1 One and one-half (1½) times his/her regular rate of pay for all hours within his/her regular work day.
 - 8.4.6.2 Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

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County Economic Proposal #2

ARTICLE 11 - INSURANCE BENEFITS

REJECT ALL PROPOSED CHANGES TO ARTICLES 11.1 THROUGH 11.7. The Union has no issues whatsoever with the addition of new plans during the term of the new contract, however our members need certainty in knowing the existing two plans will experience no changes during the term of the new contract.

11.1 Medical Insurance

11.1.1 **The Employer agrees to provide at least two (2) medical plans of which there will be a minimum of one Preferred Provider Plans (PPO) plan and a Health Maintenance Organization (HMO) plan.** Medical/Dental - The Employer agrees to provide two (2) medical and two (2) dental plans; the Spokane County Self Insured Preferred Provider Plans (PPO – Premera and Delta Dental of Washington) and a Health Maintenance Organization (HMO – Kaiser-Permanente and Willamette-dental).

The Employer’s and Employees’ premium share towards PPO or HMO Medical, Dental and vision plan will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee& Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

11.1.2 Employee’s monthly premium sharing costs will be set up to be paid with pre-tax dollars, the employee’s monthly premium will be split over the two pay periods in the month.

11.1.3 No provision for retiree medical plan.

11.1.4 No double coverage for employees of Spokane County.

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

(HMO) Kaiser Permanente	(PPO) Self-Insured Plan
\$200-Deductible	\$500-Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
\$1,000 Coinsurance max + Deductible	\$2,000 Coinsurance max + Deductible
\$15/\$30/50 RX Retail	\$15/\$30/\$50 RX Retail
2 x RX Mail Order	2.5 x RX Mail Order
Mandatory Generics	Mandatory Generics

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\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300- Calendar Year Maximum

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

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

11.2 Dental Insurance:

11.2.1 ~~The Employer agrees to provide at least two (2) dental plans of which there will be a minimum of one Preferred Provider Plans (PPO) plan and a Dental Maintenance Organization (HMO) plan. The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Delta Dental of Washington and the Dental Maintenance Organization (DMO), Willamette Dental~~

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

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

11.3 Eligibility:

11.3.1 For all new employees, medical and dental eligibility will begin the first day of the month following completion of 90 days of employment.

11.3.2 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those Employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

11.3.3 No double coverage regarding medical and dental benefits for Spokane County employees.

11.3.4 Seasonal employees and rehires from layoff who are rehired between the 1st and 15th of the month, will be provided medical and dental benefit coverage effective on the 1st of the month following the date of rehire. If rehired between 16th and the end of the month, medical and dental benefit coverage will become effective on the 1st of the month following one month of continued employment. If a Seasonal employee is not rehired immediately following the off season (takes a working season off) or if rehire from layoff is no longer eligible to be on the layoff list, these rehires must comply with 11.3.1.

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11.3.5 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) days of the date of the divorce/termination or may be subject to discipline under the terms of their respective CBAs

11.4 Life Insurance:

The Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy effective April 1, 2018. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

11.5 Insurance Extension:

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/her employment by the County because of proven illness or injury, shall, for a period of six (6) months after exhaustion of leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits.

11.6 Unpaid Leave of Absence/Impact on Benefits:

11.6.1 Employees must be in a paid status for more than one-half (1/2) of their scheduled workdays during the month to earn credit for paid leave time, benefits based on length of service, or premiums paid into a group insurance program.

11.6.2 Employees on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor.

11.6.3 The provisions of the paragraph above shall not apply to employees on an unpaid leave of absence due to a compensable industrial accident.

11.7 Affordable Care Act Taxes: The Parties agree to avoid health care benefits from being taxed (Cadillac Tax), assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected, by a third party consultant (insurance brokers), to be subjected to the Cadillac Tax, the County has the option of unilaterally eliminating the Flexible Spending Account (FSA) or unbundling Vision from the health care plans as measures to avoid the Cadillac Tax, fees or penalties.

If the Parties health care plans are projected, by a third-party consultant (insurance brokers), to be subjected to the Cadillac Tax, fees or penalties and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical/Dental will automatically open for negotiations.

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

11.8 Paid Family & Medical Leave: Employees covered under this agreement will pay the appropriate portion of the premium for coverage under this leave act. The premium is 0.6% of gross monthly wages with approximately 73% paid by the

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employee and 27% paid by the employer (this rate is determined and subject to change by the State). CLARIFICATION/OPEN

- 11.9 **WA CARES Fund – Long Term Care (LTC) Coverage:** Beginning July 1, 2023, Spokane County is required to deduct a new employee paid premium of \$0.58 per \$100 of earnings (this rate is determined and subject to change by the State) to fund the Long Term Securities and Support Trust act through the WA CARES fund. Employees were offered an opt-out of the program by providing verification of an approved long-term care policy and/or they meet one of the program exemptions. Employees must provide their exemption letter to the Human Resources department to be excluded from paying this premium. New employees/bargaining unit members are required to provide an exemption letter to Human Resources to opt out of this LTC program. CLARIFICATION/OPEN

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County Economic Proposal #3

ARTICLE 15 – WAGES

15.1 Compensation:

15.1.1 Employees will be paid in accordance with the applicable wage appendices attached to this Master Agreement as Appendixes 1-4.

- **Effective the first full pay period following ratification and the Board of County Commissioners approving the agreement, all employees will be placed on the new wage scale for their classification at the step closest to their current base hourly rate, without taking a pay decrease. In addition, all scales will increase by one (1.00%) percent on the same date.**
- **Effective either January 1, 2023 or the first full pay period following January 1, 2023 (if normal pay has been implemented), the wage scales will be increased by 1.00%.**
- **Effective either January 1, 2024 or the first full pay period following January 1, 2024 (if normal pay has been implemented), the wage scales will be increased by 1.00%.**
- ~~2% COLA will be effective January 1, 2018~~
- ~~2% COLA will be effective January 1, 2019~~
- ~~2% COLA will be effective January 1, 2020~~

15.2 New Position: When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or the PERC has determined is a bargaining unit position, the County may designate a job classification and pay rate for the position, and will notify the Union in writing of the newly created position. Upon notification the Union shall have thirty (30) days to negotiate a change in classification and/or rate. In the event the Union still does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

15.3 Classification and Reclassification: ~~See Appendix #6.~~

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

REJECT ALL PROPOSED CHANGES TO ARTICLE 15. What's proposed comes nowhere close to repairing the County's enormous recruitment/retention problem, is far out of line with the Cost of Living indexes, and is patently unfair to our members (your employees) who are grossly underpaid, yet have continued to provide excellent services to the taxpayers, even during a global pandemic.

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County Economic Proposal #4

ARTICLE 15 – SHIFT DIFFERENTIAL

15.5 Shift Differential: ~~See Supplemental Agreements~~

In addition to the established wage rates, the employer shall pay an hourly premium for all hours worked as follows:

- A. Afternoon Shift (12:00P – 7:00P) - \$0.50/hr**
- B. Night Shift (7:00P – 6:00A) - \$0.60/hr**

If an employee's regularly scheduled shift crosses over, the employee will be paid the differential for the shift where a majority of their hours fall.

REJECT. There are differences between the Locals supplementals and each Local has a strong preference in retaining. What is proposed would also be a decrease for at least one Local. The Union has no interest in decreasing any monetary benefit.

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County Economic Proposal #5

ARTICLE 15 – REPORTING TIME & CALL BACK PAY

15.6 Reporting Time and Call Back Pay:

15.6.1 Any employee who is scheduled for work on their regular scheduled shift who reports for work but where work is not available or made available for them, may, with the Employer's approval, be excused from duty. **The employee will have the option to go unpaid for the day or to use accrued time to cover the shift.** ~~and paid at their regular rate of pay for their regular scheduled shift.~~
REJECT.

15.6.2 Local #1135, see supplemental. REJECT.

NEW Call Back Pay

Any employee called to work outside their regular shift shall be paid a minimum of ~~four~~ (4) hours **one (1) hour** straight time or the rate of time and one-half (1½) their regular rate for all hours worked, whichever is greater. ~~Actual time worked will include credit for time spent from the time he/she leaves their regularly assigned work location until he/she returns to it.~~

Scheduled meetings and training on off hours or days off are not considered Call back, but will be paid at the overtime rate when applicable.

REJECT. All proposed changes are a decrease in member benefits. Being "called back" has very significant impacts and our members should be compensated fairly.

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County Economic Proposal #6

ARTICLE 15 – OVERTIME

15.7 Overtime:

All employees who meet FLSA standards *and* the State of Washington required salary threshold will be defined as overtime exempt and will not be eligible to earn overtime. All other employees who do not meet either of these definitions, will be eligible to earn overtime as outlined below:

15.7.1 All overtime worked must be authorized and approved.

15.7.2 Time and one-half (1½) the employee's regular rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours.

15.7.3 All worked performed in excess of seven and one-half (7½) or eight (8) hours in any work day;

15.7.4 All worked performed in excess of thirty-seven and one-half (37½) or forty (40) hours in any work week; **Juvenile Correction Officers please refer to the Local 492-J Supplemental Agreement for Overtime Eligibility.**

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

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

REJECT ALL PROPOSED CHANGES TO ARTICLE 15.7. Overtime work is a burden for our members. The Union has no interest if reducing overtime compensation.

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County Economic Proposal #7

ARTICLE 15 – COMP TIME

15.8 Comp Time:

15.8.1 Upon mutual agreement between the employee & the employee's Elected Official/Department Head or designee, overtime work may be compensated by compensatory time off at time and one half (1 and ½). Compensatory time off shall be used within twelve (12) months of the time it was earned. If compensatory time off has not been taken with twelve (12) months, it shall be paid at the employee's current hourly rate of pay.

15.8.2 Once an employee has accrued at least 7.5 hours of compensatory time, they may use their accrued compensatory time at a time(s) that are mutually agreeable between the employer and the employee. Failure on the part of the employer and the employee to agree on when the compensatory time may be taken shall not be grievable.

15.8.3 No employee shall have more than eighty (80) hours of accrued compensatory time at any given time. Once an employee has eighty (80) hours of compensatory time accrued, they will no longer be able to accrue any additional compensatory time until they have less than eighty (80) hours of accrued time.

15.8.4 All accrued compensatory time shall be paid out at the employee's hourly rate of pay at the time of separation.

~~15.8.1 See supplementals.~~

~~15.8.2 The department shall post cumulative comp time earned monthly.~~

~~15.8.3 The above provisions shall apply unless addressed in individual supplements.~~

REJECT ALL PROPOSED CHANGES TO ARTICLE 15.7. There are differences in comp time language in each supplemental and each Local values their existing language.

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County Economic Proposal #8

ARTICLE 15 – LONGEVITY

15.9 Longevity: Supplemental Agreements will be superseded by this section with the understanding that the service enhancement pay contained in the Appendix A of the 2010-2012 492 RFC Supplemental Agreement (Detention Cooks have been accreted into 1553) will be in addition to the below longevity increases: **REJECT. Again, the Union has no interest in reducing any form of compensation.**

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

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

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County Economic Proposal #9

ARTICLE 15 – OUT OF CLASS PAY

15.10 Out of Class Pay: See Supplemental Agreements.

When an employee performs work at the written request of the Elected Official/Department Head or designee for two (2) hours or more in a work day, in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned of the higher classified position at the Step that results in a minimum of a 5.62% increase in pay, but does not exceed the maximum pay rate of the classification.

~~Out of class pay will not be authorized in any case if there is no position in the department/division for which the out of class pay is being requested.~~

The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class and essential functions of the higher job classification and be paid the out of class pay if the temporary work is out of class.

COUNTERPROPOSAL. Requiring that Out of Class Pay opportunities be contingent upon there being a position in the Department or that an employee must meet the minimum requirements of a position are unnecessary constraints negatively effecting both Management and Labor.

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County Economic Proposal #10

ARTICLE 15 – STEP INCREASE PROCESS & METHODS OF PAYMENT

15.11 Step Increase Process:

All newly hired or recently promoted employees will be eligible for a one-step ~~2~~, step that will become effective on the first, full pay period following six (6) months in their position. This date will become their annual step increase date. Thereafter, employees will receive a two-step, step increase effective on the first, full pay period following their annual step increase date. CLARIFICATION/OPEN

~~(this section will supersede Appendix 6 and supplemental agreements) Conversion of 13 Step Pay Plan~~

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

~~15.11.2 Beginning in 2019:~~

~~13 step range will remain in place~~

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

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

~~This method minimizes the potential of “leap frogging” pay rates~~

~~No employee shall suffer a loss or reduction in base pay~~

~~This results in advancing through the step system in half the current time. For newly hired employees hired at step 1, top step would be reached in 6.5 years’ vs 12.5 years.~~

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

15.12 Methods of Salary and Wage Payment

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

1) Direct Deposit

- The standard, default method of payment for salary and wages is by electronic transfer to the employee’s designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the “Authorization for Automatic Payroll Deposits” form in time for the preparation of their second pay period.
- The employee is responsible for informing the county of any changes in their designated financial institution.
- Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

2) Physical Checks

- A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:
 - The first paycheck of a new hire for a permanent position;

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- The last paycheck coinciding with or following separation from employment;
- ~~A paycheck produced solely to correct an error; or~~
- A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address. CLARIFICATION/OPEN (the two bullets above)

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County Economic Proposal #11

ARTICLE 15 – ADVANCE STEP PLACEMENT

NEW Advance Step Placement

The County may place all new employees and any current employee at the time of a promotion to a step that corresponds to their prior experience and/or level of education in accordance with the County's policy regarding advance step placement. The County's decision to offer an advance step is non-grievable.

REJECT. Advance Step Placements have occurred enough now to show that they do not solve recruitment/retention issues as demonstrated by the current state of affairs. They do create pay inequities among coworkers. Step 1 on the County's wage scale should be high enough to attract new employees.

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County Economic Proposal #12

ARTICLE 22 – GENERAL CONDITIONS

22.5 Safety Shoe Policy: See supplemental. All employees who work in a position/classification identified by the Department, in conjunction with Risk management, that require protective footwear or special footwear, will be eligible to receive reimbursement of up to \$150.00 for the purchase of protective or special footwear. Employees will only be eligible to receive one reimbursement per calendar year. **REJECT. This is a decrease for at least one Local.**

22.7 Mileage:**

21.7.1 ~~Employers~~ **The County, if possible,** agrees to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated **for business related miles** in accordance with the Internal Revenue Service provisions. **CLARIFICATION/OPEN**

21.7.2 ~~Local #1553; See Assessor Per Diem Supplemental.~~ **REJECT**