

2022 Negotiations between
Spokane County
and
Council 2, Local 1553-S

County's Initial Economic Proposals
April 11, 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**All proposals maybe withdrawn at any time by either party.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.

County Economic Proposal #2

ARTICLE 9 – PAID TIME OFF (PTO)

***If the Union agrees to this proposal, the County will withdraw its proposed changes in 9.8 regarding Short Term & Long Term Disability. The County will also agree to the Union's proposal Section 9.6.5 – Annual PTO Cash Out/Incentives*

In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted PTO/CAT leave with pay.

9.1– PTO Uses: PTO may be used for scheduled and unscheduled absences. Scheduled absences require approval from a supervisor prior to utilization of PTO. Unscheduled absences require that the employee adhere to appropriate notification requirements.

- a. Scheduled absences (for example: family functions, recreational activities/vacations) require prior written approval; scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor's discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis. For those departments that follow an annual bidding process, department seniority shall prevail. ~~Where the absence from work is foreseeable, authorized purpose under RCW 49.46.210(1)(b) (preventative medical/dental appointments, scheduled medical procedures, etc.) the employer may require advance notice from the employee of at least ten days, or as early as practicable.~~
- b. Unscheduled absences (for example: emergencies or calling in before a scheduled shift due to illness or injury of the employee and immediate family member). The employees must notify his/her Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures. _____

The County may require a medical note for an absence of more than three (3) days; the County may also request a physician's written release for an employee to return to work. RCW 49.46.200 and all applicable rules do not preclude an employer's ability to verify when an employee may safely return to work if the right to require such verification is provided elsewhere in local, state and federal law.

- e. Immediate family includes: Spouse, State Registered Domestic Partner, parent, step parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family. Employees may use PTO for domestic violence, sexual assault or stalking incidents, closure of employee's place of business or child's school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed prescription drug that impairs job performance or safety.

9.2— Accrual Rates:_____

9.2.1— Accrual Rates of PTO hours are at the following rates:

Years of Service	7.5 Hour Rate		8.0 Hour Rate		7.5 Hour Rate Max Hours Accrued Under PTO	8.0 Hour Rate Max Hours Accrued Under PTO
	Hours Per Month	Hours Per Year	Hours Per Month	Hours Per Year		
Less than 1 year	13.13	157.50	14.00	168.00	315.00	336.00
1 year but less than 2 years	13.50	162.00	14.40	172.80	324.00	345.60
2 years but less than 3 years	13.88	166.50	14.80	177.60	333.00	355.20
3 years but less than 4 years	14.25	171.00	15.20	182.40	342.00	364.80
4 years but Less than 5 years	14.63	175.50	15.60	187.20	351.00	374.40
5 years but less than 10 years	15.00	180.00	16.00	192.00	360.00	384.00
10 years but less than 15 years	16.885	202.50	18.00	216.00	405.00	432.00
15 years but less than 20 years	18.75	225.00	20.00	240.00	450.00	480.00
20 years but less than 25 years	20.63	247.50	22.00	264.00	495.00	528.00
25 years or more	22.50	270.00	24.00	288.00	540.00	576.00

9.2.1.1— Employees must be in paid status for any portion of their scheduled work days during the month to earn credit for PTO time.

9.2.1.2— Percentage employees will accrue PTO hours on a pro-rated basis.

9.3 Requesting PTO Time:

~~9.3.1 Employees can use PTO as it is earned.~~

~~9.3.2 PTO time can be taken in no less than ¼ hour increments.~~

~~9.3.3 There are limited situations in which PTO may not be approved, including:~~

~~9.3.3.1 Zero balance account: when PTO and GAT accounts are depleted (GAT account is considered depleted for this purpose if the GAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless stale discipline, utilization of other benefits/programs as identified in section 9.8 (Other Benefits/Programs) or other mitigating circumstances.~~

~~9.3.3.2 Job Abandonment: When an employee fails to follow departmental procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of unapproved absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).~~

~~9.3.3.3 Unapproved absences will be without pay.~~

9.4 Maximum Annual Rollover: The maximum number of PTO hours an employee may rollover from one PTO accrual year to the next cannot exceed two (2) times the employee's annual accrual rate (see accrual rate chart).

9.5 GAT (catastrophic) Account:

~~9.5.1 Employees who have a balance in their GAT account will have the option of using GAT hours in lieu of PTO hours for a serious illness or injury of the employee or the employee's immediate family member, requiring an absence of more than five (5) working days.~~

~~9.5.2 Employees must first use a minimum of five (5) working days' p of PTO per condition before accessing their GAT account. The five (5) working days are not required to be consecutive.~~

~~9.5.3 The GAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the GAT account is exhausted, it cannot be utilized again, except:~~

~~9.5.4 The GAT account may be used for an L & I covered illness and "bought back" if specific requirements are met. See Other Benefits/Programs, section 9.8.~~

9.5.5- Employees who have an illness or injury requiring them to be absent for longer than three (3) working days per condition, should contact Human Resources to discuss FMLA or other benefits/conditions that may apply as a result of their time off. Spokane County Risk Management and/ or HR may require a release to return to work for employee medical absences.

9.6 Annual PTO Cash Out/Incentives:

9.6.1- Employees must have five (5) years of continuous service in a benefited position with Spokane County prior to their request for cash out.

9.6.2- Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 150 hours (for 7.5 hour shift) or 160 hours (for 8.0 hour shift)

9.6.3- Cash out can only occur between May 1st and September 15th each year.

9.6.4- Employees with direct compensation (wages, longevity, cell phone and other additional wage items) equal to or more than the current Social Security Old-Age, Survivors, and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form (cash or deferred compensation). This annual limit is updated yearly by the Social Security Administration and can be referenced at <http://www.socialsecurity.gov/OACT/COLA/cbb.html>.

9.6.5- Employees may cash out up to 37.5 hours (for 7.5 hour shift) to 40 hours (8.0 hour shift) per calendar year. Cash out is submitted in ¼ hour increments.

9.6.6- Employee's must take thirty-seven and ½ (37.5) hours (for 7.5 hour shift) or 40 forty (40) hours (for 8.0 hour shift) PTO (upon implementation of 1st year 37.5/40 hours vacation/PTO must be taken within the twelve (12) calendar months prior to request cash out.

9.6.7- Employees may select their cash out in one of the following two methods:

9.6.7.1—Additional Cash included in their paycheck.

9.6.7.2—Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.

9.6.8- Requests to cash out must be submitted in writing by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.

9.7 Separation from Service/Rehire:

9.7.1- Upon separation from service for any reason employees will be cashed out at one hundred percent (100%) of their PTO balance, to a maximum of the annual

~~rollover amount (will vary depending upon each employee's years of service and respective accrual rates at the time of separation)~~

~~9.7.2 Upon separation from service for any reason, employee 55 years of age or older with 15 years or more of continuous service with Spokane County will receive twenty-five percent (25%) of their GAT balance (if applicable), in a VEBA account.~~

~~9.7.3 Any gaps in service will be treated as follows: if an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if twenty-five percent (25%) of GAT has not been paid out, the GAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a recall/rehire from layoff if prior service was at least five years and the recall/rehire was within three years of separation. All time in unpaid status will reduce years of service. If separation from the County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation.~~

~~a. Because an employee's PTO balance is cashed out upon separation from employment there are no leave hours, aside from a GAT account balance (if applicable), to reinstate upon rehire.~~

9.8 Other Benefits/Programs:

~~9.8.1 Employees on the PTO plan are not eligible to receive or donate time to Shared Leave.~~

~~9.8.2 Short Term Disability (STD) and Long Term Disability (LTD):~~

~~a. **Employees will be eligible for STD & LTD benefits in accordance with the County's policy.** Employees must use all of the PTO/CAT balances prior to receiving STD.~~

~~b. Only employees on PTO are eligible for the STD plan,~~

~~c. STD has a benefit waiting period of 60 calendar days from the date of the disability. STD benefits end with Long Term Disability (LTD) begins.~~

~~d. STD will pay sixty percent (60%) of an employee's basic monthly gross earnings in effect at the time they become disabled, and provide a monthly STD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly STD income by the IRD. (Consult your tax advisor)~~

~~e. For complete STD plan information and requirements, contact Human Resources.~~

~~9.8.3 Long term Disability (LTD):~~

~~a. Employees must use all of the PTO/CAT account balances prior to receiving LTD.~~

- ~~b. Only employees on PTO are eligible for the LTD plan.~~
- ~~c. LTD has a benefit waiting period of 180 calendar days from the date of disability.~~
- ~~d. LTD will pay sixty percent (60%) of an employee's basic monthly gross earning in effect at the time they became disabled, and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)~~
- ~~e. For complete LTD plan information and requirements, contact Human Resources.~~

~~9.8.4 Labor and Industries (L&I) Leaves:~~

- ~~a. Employees will have the option of using CAT, PTO or leave without pay for approved L & I leaves.~~
- ~~b. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with workman's Comp statutes and County Policy. If no CAT hours are available, PTO time or leave without pay may be used.~~
- ~~c. Employees must authorize in writing their desire to use PTO time as a buy-back option versus straight time loss option.~~
- ~~d. Monthly income payment is determined by L & I. Contact Risk Management Department for information and requirements.~~

~~9.8.5 Family Medical Leave Act (FMLA):~~

- ~~a. Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/conditions (including CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.~~

9.9 Conversion from Current Plan to PTO:

- a. Conversion will occur as negotiated and adopted by the Board of County Commissioners.
- b. Vacation hours will be converted hour for hour.
- c. Sick leave from an employee's current balance will be credited up to sixty (60) hours (for **37.5 hour employees** seven and one-half (7.5) hour shift)/ sixty-four (64) hours (for **40 hour employees** eight (8) hour shift) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.
- d. If the combination of vacation, personal days and sixty (60)/sixty-four (64) hours of sick leave exceeds the PTO rollover cap, excess PTO will be cashed out down to the cap.

9.10 Conversion from PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

- a. A change in position may require an employee to convert from the PTO plan, back to the sick leave/vacation leave/personal holiday schedule.
- b. Conversion back to sick leave/vacation leave/personal holiday schedule will occur as follows:
- c. The balance of CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start a zero sick leave balance.
- d. All PTO hours will be converted to vacation.
- e. Personal Holiday hours will be added at the beginning of the next calendar year.

A. PTO Uses

- 1. **PTO may be used for scheduled or unscheduled absences. Scheduled absences require approval from a supervisor prior to utilization of PTO. Unscheduled absences require that the employee adhere to appropriate notification requirements.**
 - a) **Scheduled absences (for example: preventative care medical/dental appointments, family functions, recreational activities/vacations) require prior written approval. Scheduled absence requests should be submitted for approval two (2) weeks prior to absence, or as soon as reasonably possible. Approvals for scheduled absences are at the supervisor's discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come, first considered**

basis. For those departments that follow an annual bidding process, department seniority shall prevail.

b) Unscheduled absences (for example emergencies or calling in before a scheduled shift due to an illness or injury of the employee or an immediate family member). The employee must notify his/her Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with department notification procedures.

- 2. Employees may use PTO for domestic violence, sexual assault or stalking incidents, including:**
 - a) Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.**
 - b) Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking or attending health care treatment for a victim who is the employee's family member.**
 - c) Obtaining, or assisting the employee's family member(s) in obtaining services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.**
 - d) To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.**
 - e) Participating, for the employee or the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.**
- 3. PTO may be used due to a closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons; in the case of an exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; when a medical condition requires use of a legally prescribed prescription drug that impairs job performance or safety.**

B. Accrual Rates

- 1) Accrual of PTO hours are at the following rates:**

Years of Service	7.5-hour Rate		8-hour Rate		7.5-hour PTO Max Hours Annual Rollover	8-hour PTO Max Hours Annual Rollover
	Per Mont	Per	Per Month	Per Year		
Less than 1 Year	13.125	157.50	14.00	168.00	315.00	36.00
1 year but less than 2	13.50	162.00	14.40	172.80	324.00	345.60
2 years but less than 3	13.875	166.50	14.80	177.60	333.00	355.20
3 years but less than 4	14.25	171.00	15.20	182.40	342.00	364.80
4 years but less than 5	14.625	175.50	15.60	187.20	351.00	374.40
5 years but less than 10	15.00	180.00	16.00	192.00	360.00	384.00
10 years but less than 15	16.875	202.50	18.00	216.00	405.00	432.00
15 years but less than 20	18.75	225.00	20.00	240.00	450.00	480.00
20 years but less than 25	20.625	247.50	22.00	264.00	495.00	528.00
25 years or more	22.50	270.00	24.00	288.00	540.00	576.00

- 2) **Employees must be in paid status for any portion of their scheduled work days during the month to earn credit for PTO time.**
- 3) **Percentage employees will accrue PTO hours on pro-rated basis.**
- 4) **Accrual rates are based on the following:**
 - a. **Current vacation accrual rates**
 - b. **60 hours (for 7.5 hour shift)/64 hours (for 8 hour shift) of sick leave per year**
 - c. **One personal holiday (7.5/8.0 hours) or as designated in the current bargaining contract**
 - d. **A day (7.5/8.0 hours) designated as a one-time holiday by the Governor of the State of Washington or the President of the United States will be added to the PTO balance and used in accordance of the PTO policies. The one-time holiday is not used in calculating the maximum accrual rate.**

C. Requesting PTO Time:

- 1) **Employees can use PTO as it is earned**
- 2) **PTO time can be taken in no less than ¼ hour increments.**
- 3) **There are limited situations in which PTO may not be approved, including:**
 - a. **Zero-balance account: when PTO and CAT accounts are depleted (CAT account is considered depleted for this purpose if the CAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand,**

suspension, termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless stale discipline, utilization of other benefits/programs as identified in section I (Other Benefits/Programs) or other mitigating circumstances.

- b. Job abandonment: when an employee fails to follow departmental procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow up/update supervisor of ongoing absence). These types of unapproved absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).
- c. Unapproved absences will be without pay.

D. Maximum Annual Rollover:

The maximum number of PTO hours an employee may rollover from one PTO accrual year to the next cannot exceed two (2) times the employee's annual accrual rate (see accrual rate chart).

E. CAT (Catastrophic) Account:

- 1) Employees who have a balance in their CAT account will have the option of using CAT hours in lieu of PTO hours for a serious illness or injury of the employee or the employee's immediate family member, requiring an absence of more than five (5) working days.
- 2) Employees must first use a minimum of five (5) working days of PTO per condition before accessing their CAT account. The five (5) working days are not required to be consecutive.
- 3) The CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again, except:
 - The CAT account may be used for an L & I covered illness, and "bought back" if specific requirements are met. See section I Other Benefits/Programs, item 4.
- 4) Employees who have an illness or injury requiring them to be absent for longer than three (3) working days per condition, should contact Human Resources to discuss FMLA or other benefits/conditions that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

F. Annual PTO Cash Out/Incentives

- 1) Employees must have five (5) years of continuous service in a benefited position with Spokane County before they request a cash out.

- 2) Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 150 hours (for 7.5-hour shift) or 160 hours (for 8-hour shift).
- 3) Cash out can only occur between May 1st and September 15th each year.
- 4) Employees with direct compensation (wages, longevity, cell phone or other additional wage items) equal to or more than the current Social Security Old-Age, Survivors, and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form (cash or deferred compensation). This annual limit is updated yearly by the Social Security Administration and is referenced at <http://www.socialsecurity.gov/OACT/COLA/cbb.html>
- 5) Employees may cash out up to 37.5 hours (for 7.5 hour shift) or 40 hours (for 8.0 hour shift) per calendar year. Cash out is submitted in ¼ hour increments.
- 6) Employees must take 37.5 hours (for 7.5 hour shift) or 40 hours (for 8.0 hour shift) PTO (upon implementation of 1st year 37.5/40 hours of vacation / PTO must be taken) within the 12 calendar months prior to request for cash out.
- 7) Employees may select their cash out in one of the two following methods:
 - a. Additional cash included in their paycheck.
 - b. Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a Spokane County sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.
- 8) Requests to cash out must be submitted in writing by the 1st of the month for payment on the 15th payroll. Because accruals occur at the end of each month, absolutely no cash outs will be made on the last payroll of the month.

G. Separation from Service

- 1) Upon separation from service for any reason, employees will be cashed out at 100% of their PTO balance up to a maximum of the annual rollover (will vary depending upon each employee's years of service and respective accrual rate at time of separation).
 - i. Employees 60 years of age or older with at least five (5) years of service:
 1. One week of PTO (37.5 or 40 hours) will be paid out as cash in their final paycheck
 2. Remaining PTO will be cashed out at 100% to a VEBA
 - ii. Employees with access to TriCare military coverage or who do not meet the criteria in section "a", their PTO balance will be cashed out 100% to their final paycheck.

- 2) Upon separation from service for any reason, only employees 55 years of age or older with 15 years or more of continuous service with Spokane County will be cashed out at 25% of their CAT balance to a VEBA.
- 3) Any gaps in service will be treated as follows: if an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if 25% of CAT has not been paid out, the CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a *recall/rehire from layoff* if prior service was at least five years and the recall/rehire was within three years of separation. All time in an unpaid status will reduce years of service. If separation from County is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation. a. Because an employee's PTO balance is cashed out upon separation from employment, there are no leave hours, aside from a CAT account balance (if applicable), to reinstate upon rehire.

H. Other Benefits/Programs:

- 1) Employees on the PTO Plan are not eligible to receive or donate time to Shared Leave.
- 2) Short Term Disability (STD): See County Policy
- 3) Long Term Disability (LTD): See County Policy
- 4) Labor and Industries (L & I) Leaves:
 - a. Employees will have the option of using CAT, PTO or leave without pay for approved L&I leaves.
 - b. Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with Workman's Comp statutes and County policy. If no CAT hours are available, PTO time or leave without pay may be used.
 - c. Employees must authorize in writing of their desire to use PTO time as a buy-back option versus straight time-loss option.
 - d. Monthly income payment is determined by L & I. Contact the Risk Management Department for information and requirements.
- 5) Family and Medical Leave Act (FMLA):
 - a. Employees who have an illness or injury requiring them to be absent for three (3) working days or longer per condition, should contact Human Resources to discuss FMLA or other benefits/ conditions (including the CAT account) that may apply as a result of their time off. Spokane County Risk Management and/or HR may require a release to return to work for employee medical absences.

I. Conversion From Current Plan to PTO:

- 1) Conversion will occur as negotiated and adopted by the Board of County Commissioners.

- 2) Vacation hours will be converted hour for hour.
- 3) Sick leave from an employee's current balance will be credited up to 60 hours (for 7.5 hour shift) / 64 hours (for 8 hour shift) in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.
- 4) If the combination of vacation, personal days and 60/64 hours of sick leave exceeds the PTO rollover cap, excess PTO will be cashed out down to the cap.

J. Conversion From PTO to Sick Leave/Vacation Leave/Personal Holiday Schedule:

- 1) A change in position may require an employee to convert from the PTO plan, back to the sick leave/vacation leave/personal holiday schedule.
- 2) Conversion back to the sick leave/vacation leave/personal holiday schedule will occur as follows:
 - a. The balance of the CAT account will be converted to sick leave. If the CAT account is zero, then the employee will start with a zero sick leave balance.
 - b. All PTO hours will be converted to vacation.
 - c. Personal Holiday hours will be added at the beginning of the next calendar year.
 - d. If vacation hours, after conversion, exceeds the maximum PTO accrual rate for the employee, the excess PTO will be cashed out down to the maximum.

K. Retaliation:

An employer may not discriminate or retaliate against an employee for the lawful use of PTO as it relates to paid sick leave rights.

County Economic Proposal #3

ARTICLE 11 - INSURANCE BENEFITS

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.

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 Employees' monthly premium share towards for the 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 and the employee's monthly premium will be split over the two pay periods in the month.

11.1.3 For clarification purposes this premium share formula is applied to both Dental plans.

11.1.4 No provision for retiree medical and no double coverage.

11.1.5 The employer agrees that for the term of this agreement, the out-of-pocket maximums for the PPO & HMO plans will be as follows:

- **HMO - \$1,000 - Individual/\$3,000 - Family**
- **PPO - \$2,000 - Individual/\$6,000 - Family**

~~11.1.5 The Employer further agrees that the level of coverage provided by the PPO Plans and the HMO/DMO Plans shall not be reduced during the term of this agreement even in the event the carrier of said coverage is changed. The parties agree to maintain current level of benefits with the ability to open medical benefits during the term of the agreement regarding benefit changes, introduction of alternate medical plans and any item that will assist both the County and the Union to consider cost-containment issues. Any modifications to the medical benefits during the term of this agreement shall be by mutual agreement.~~

11.1.6 The major elements of the medical plans shall be as follows:

(HMO) Plan	PPO Plan
\$200	\$500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
Individual \$1000% Coinsurance Max + Deductible	Individual \$2,000 Coinsurance Max + Deductible
\$15/\$30/\$50 RX Retail 2 x RX Retail for Mail Order	\$15/\$30/\$50 RX Retail 2.5 x Retail for Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-Pay
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300 Calendar Year Maximum

11.2 Eligibility:

11.2.1 No double coverage (applies to Medical, Dental and Vision) which means:

- Regarding Medical: Each employee and spouse will remain on their own medical plan and dependents, if any, will be enrolled on the parent's plan whose birthday falls first in the year unless otherwise notified.
- Regarding Dental: If both employee and spouse select the same dental plan, the employee, spouse and all dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified. If married employees each select a different plan, then the employee and spouse will remain on their own dental plan and dependents, if any, will be enrolled on the employee's plan whose birthday falls first in the year unless otherwise notified.

11.2.2 New employees are eligible for medical, vision and dental benefits on the first day of the following **the** month of hire, if their first day of employment is on or before the 15th of the month. New employees must wait an additional month if their first day of employment is the 16th of the month or after.

11.2.3 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.

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

11.3 Life Insurance:

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

11.4 Insurance Extension:

Any employee eligible for PTO/CAT 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 PTO/CAT leave benefits, continue to be provided the County contribution toward group insurance benefits. Employees can only utilize this benefit once and typically is granted when an employee is not expected to return to work due to a health condition.

11.5 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 can unilaterally eliminate the Flexible Spending Account (FSA) or unbundle 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 after the above measures are implemented and plan design changes are necessary to avoid the Cadillac Tax fees or penalties, Article 11.1 Medical Insurance will automatically open for negotiations.

An empowered Health Care Committee (one member from each local who has authority to bind the local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) from June – August of the year prior to the assessment being imposed. If the empowered Health Care Committee cannot

~~reach an agreement on measures to avoid the assessment by the first of September, the County has the right to implement a plan design change to avoid the assessment as recommended by the third party consultant (insurance brokers).~~

11.6 WA CARES Fund – 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.

11.7 Washington State Paid Family and Medical Leave Benefit / Insurance Program: Effective January 1, 2019 the Washington State Legislature put in place a mechanism to begin to collect revenue for a new State Paid Family and Medical Leave Benefit / Insurance Program for employees with benefits to commence effective January 1, 2020. The premium payment of 0.40% of the employee's wage (up to the Social Security cap) is to be assessed for each employee in the Local commencing January 1, 2020; and, of this 0.40% premium payment to the State, the employee is required to pay 63% and the County is required to pay 37% of this total premium per pay period.

Effective January 1, 2022 the employee is required to pay 73% and the County is required to pay 27% of this total 0.60% premium per pay period (this rate is determined and subject to change by the State).

County Economic Proposal #4

ARTICLE 15 – WAGES

15.1 Compensation:

~~For 2018, a 2.00% wage adjustment will be effective January 1, 2018.~~

~~For 2019, a 2.00% wage adjustment will be effective January 1, 2019.~~

~~For 2020, a 2.0% wage adjustment will be effective January 1, 2020.~~

~~15.1.1 Bilingual Pay: _____ Bargaining Unit employees shall receive an additional one hundred dollars (\$100) per month on their salary for fluency in a foreign language deemed necessary for the County and used on a frequent and continuing basis. Fluency shall be determined by tests standardized by the County Human Resources Department. Each Department shall determine what, if any, languages are necessary for the needs of the Department subject to approval by the Human Resources Department.~~

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 two (2.00% 1.50%) 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 1.50%. 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 1.50% 1.00%.

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)~~ **fifteen (15) calendar** 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.

County's Initial Economic Proposals
Provided to the Union on April 11, 2022 @ _____

15.3 Classification/Reclassification: ~~As per Article 14.~~

County Economic Proposal #5

***The County is withdrawing the proposed changes to Article 15.4. The County is maintaining its proposed strike out of Article 15.5*

ARTICLE 15 – OUT OF CLASS PAY & PAY PERIOD

15.4 Out of Class Pay: ~~When an employee performs work in a classification above that in which the employee is normally classified, the employee shall be paid in the first step that would give him/her an increase in the classification working in.~~

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% 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.

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

~~Parties agree to go forward with creating lag pay and proceed with implementation. Management agrees to give at least one (1) year notice of implementation date once lag pay implementation plan is finalized but implementation will not occur before January 1, 2017. Any earned compensation that is delayed as a result of creating the lag will be accounted for when the employee separates from employment at the employee's rate of pay at the time of separation.~~

County Economic Proposal #6

***The County is withdrawing this proposal.*

ARTICLE 15 – REPORTING TIME & CALL BACK PAY

15.7 Reporting Time and Call Back Pay:

15.7.1 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.

15.7.2 Any employee called to work outside their regular shift shall be paid a minimum of four (4) **one (1)** hours straight time or the rate of time and one-half (1 1/2) 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.

County Economic Proposal #7

ARTICLE 15 – OVERTIME

15.8 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:

15.8.1 All overtime worked must be authorized and approved.

15.8.2 Time and one-half (1 1/2) 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.

~~15.8.3 All work performed in excess of his/her regular scheduled workday.~~

15.8.4 All work performed in excess of thirty-seven and one-half (37 1/2) or forty (40) hours in any workweek.

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

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

~~15.8.7 See Letters of Understanding.~~

County Economic Proposal #8

ARTICLE 15 – COMPENSATORY TIME

15.9 Comp. Time:

15.9.1 Compensatory Time:

- A. **With prior approval from their Supervisor**, employees can adjust their schedules each day if necessary to prevent creating overtime or comp. time, ~~with prior approval from their Supervisor.~~
- B. Employees must receive prior written approval from their Supervisor before they work hours in addition to their normal schedule, unless their attendance is required in Court **or an essential personnel emergency situation.**
- C. By mutual agreement, overtime work may be compensated by compensatory time off at the rate of time and one half (1 1/2) subject to the following restrictions:
 - 1. **Compensatory time when earned shall be placed in the employee's comp. time bank at the rate of 1.5x hours for every hour worked. For example: If an employee works two (2) hours of overtime, three (3) hours of comp. time will be added to the employee's comp. time bank.** Compensatory time off shall be used within six (6) month of the time it was earned. If compensatory time off has not been used within six (6) months, it shall be paid at the **employee's current hourly rate of pay.** ~~time and one half (1 1/2) rate.~~
 - 2. No employee shall have more than thirty-seven and one half (**37.50** ~~37 1/2~~) hours, or forty (40) hours if an ~~eight (8) hour day~~, of compensatory time on the books. Compensatory time off may be taken at times mutually agreeable between the Employer and the employee.
 - 3. Compensatory time may be used only when replacement is not required and will not create an additional expense for the Department.
 - 4. If an employee frequently requests compensatory time or overtime, their schedule will be reviewed and a flex schedule should be considered by both the employee and the Department.

~~15.9.2 The Department shall post cumulative comp. time earned monthly.~~

County Economic Proposal #8

ARTICLE 15 – STEP INCREASE PROCESS

15.11 Step Increase Process:

All newly hired or recently promoted employees will be eligible for a one-step, 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.

1. ~~Maintain status quo during 2018: step increases for both new hires and regular employees hired after 7/15/14 will be 2.56%.~~
2. ~~Beginning in 2019:~~
 - a. ~~13 step range will remain in place.~~
 - b. ~~New hires: first step increase after hire (at 975 hours or 1040 hours/6 months) will always be 2.56%; subsequent step increases will be 5.12%.~~
 - c. ~~Regular employees: scheduled step increases will be 5.12%.~~

Examples:

<p>Employee A: (new hire)</p> <ul style="list-style-type: none"> • 2/1/18 hired at step 1 • 8/1/18 1st step increase, to step 2 (2.56%) • 8/1/19 annual step increase, to step 4 (5.12%) • (annual step increases — 6, 8, 10, 12) • 8/1/24 final step increase from step 12 to step 13, increase of 2.56%. 	<p>Employee D: (current employee, hired 2/1/16)</p> <ul style="list-style-type: none"> • 8/1/17 annual step increase, to step 3 (2.56%) • 8/1/18 annual step increase, to step 4 (2.56%) • 8/1/19 annual step increase, to step 6 (5.12%) • (of annual step increases — 8, 10, 12) • 8/1/23 final step increase from step 12 to step 13, increase of 2.56%
<p>Employee B: (new hire)</p> <ul style="list-style-type: none"> • 8/1/18 hired at step 1 • 2/1/19 1st step increase, to step 2 (2.56%) • 2/1/20 annual step increase, to step 4 (5.12%) • (annual step increases — 6, 8, 10, 12) • 8/1/24 final step increase from step 12 to step 13, increase of 2.56% 	<p>Employee E: (current employee, hired 2/1/15)</p> <ul style="list-style-type: none"> • 8/1/17 annual step increase, to step 4 (2.56%) • 8/1/18 annual step increase, to step 5 (2.56%) • 8/1/19 annual step increase, to step 7 (5.12%) • (of annual step increases — 9, 11) • 8/1/23 final step increase from step 11 to 13, increase of 5.12%.
<p>Employee C: (new hire in 2019)</p> <ul style="list-style-type: none"> • 1/1/19 hired at step 1 • 7/1/19 1st step increase, to step 2 (2.56%) • 7/1/20 annual step increase, to step 4 (5.12%) • (annual step increases — 6, 8, 10, 12) • 8/1/25 final step increase from step 12 to step 13, increase of 2.56% 	

3. This method minimizes the potential of “leap frogging” pay rates.
4. No employee shall suffer a loss or reduction in base pay.
5. 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.
6. This pay step system will apply only to employees currently on the 13 step system.