

2022 Negotiations between  
Spokane County, Spokane County Sheriff  
and  
Council 2, Local 492-SO

County's Economic Proposals  
September 8, 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\*\*All proposals maybe withdrawn at any time by either party.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.

***\*\*All provisions will become effective within two pay periods of the final approval by both the membership and the Board of County Commissioners, unless explicitly stated within the agreement.***

## Economic Proposal #1

### HOLIDAYS

#### **Paid Holidays**

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

- New Year's Day (January 1<sup>st</sup>)
- Memorial Day (Last Monday in May)
- Independence Day (4<sup>th</sup> of July)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday following Thanksgiving)
- Christmas Day (December 25<sup>th</sup>)

#### **Personal Holidays**

In addition to the above paid holidays, the employees shall be entitled to five (5) personal paid holidays per calendar year of the employee's choice. Each employee shall select the days on which the employee desires to take the personal holidays, subject to the approval of the employee's Supervisor.

In the event an employee who is entitled to five (5) paid personal holidays under this paragraph terminates, his/her entitlement to personal holidays shall be calculated as follows:

- Employees terminating between January 1<sup>st</sup> and March 31<sup>st</sup> shall be entitled to one (1) personal holiday;
- Employees terminating between April 1<sup>st</sup> and June 30<sup>th</sup> shall be entitled to two (2) personal holidays;
- Employees terminating between July 1<sup>st</sup> and September 30<sup>th</sup> shall be entitled to three (3) personal holidays;
- Employees terminating on or after October 1<sup>st</sup> shall be entitled to five (5) personal holidays.

Employees who have used more than the personal holidays specified in this paragraph at the time of termination shall have the excess days deducted from their final pay. Personal holidays not used in the calendar year earned shall be forfeited.

Personal holidays must be used in the calendar year in which they were earned and cannot be carried over into the next year. Personal holidays which have not been taken shall not be paid off. When an employee requests time off, they can use personal holidays or vacation leave hours, whichever they decide.

#### **New Hired Employees**

New employees hired during a calendar year shall earn: one (1) personal holiday if on the payroll between the 1<sup>st</sup> and 15<sup>th</sup> of January; one (1) personal holiday if on the payroll between the 1<sup>st</sup> and 15<sup>th</sup> of April; one (1) personal holiday if on the payroll between the 1<sup>st</sup> and 15<sup>th</sup> of July; and one (1) personal holiday if on the payroll between the 1<sup>st</sup> and 15<sup>th</sup> of October.

#### **Shift Employees**

Holidays falling on a Saturday or Sunday shall be observed by shift employees on that Saturday or Sunday. For non-shift employees, a holiday falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

**Holiday Pay Eligibility**

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on layoff or sick leave.
- B. 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.
- C. 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.
- D. 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:
  - 1. One and one-half (1½) times his/her regular rate of pay for all hours within his/her regular work day.
  - 2. Two (2) times his/her regular rate of pay for all hours in excess of his/her regular workday.

**Economic Proposal #2**

**WAGES**

**Compensation:**

No employee shall be paid at an hourly rate of pay less than the minimum nor more than the maximum pay salary range established for his/her job classification as set forth in the pay plan (See Appendix (\_\_\_)).

- 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 closest to their current base hourly rate, without taking a pay decrease. Also, after being placed, the wage scales will be increased by 3.00%.
- 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 2.50%.
- 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 2.50%.
- Effective either January 1, 2025 or the first full pay period following January 1, 2025 (if normal pay has been implemented), the wage scales will be increased by 2.50%.

**Economic Proposal #3**

**Step Increase Process**

**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.

**A. Adjustments to the Anniversary Date (Step Adjustment Date):**

The anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

1. If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.
2. When an employee returns from layoff and is reemployed in the same classification as originally held, the original anniversary date will be adjusted in accordance with County policies and procedures in effect.
3. When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.
4. Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave.
5. Step dates and longevity dates shall not be adjusted for paid leave.

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Economic Proposal #4

## **Advance Step Placement**

**Economic Proposal #5**

**Out of Class Pay**

**Work Out of Classification**

When an employee performs work at the request of their Supervisor/Department Head or designee in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified position at the step that results in at least a 5% increase in pay. The employee must be performing the essential functions of the higher classification for two (2) or more hours to qualify for this pay.

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.

**Economic Proposal #6**

**Court Time**

**Court Time**

Any employee who is required to appear and/or testify in court on his/her own time or other than his/her regular duty hours shall be paid at the rate of time and one half (1 and ½) his/her regular hourly wage while in or waiting for court, a minimum of three (3) hours at straight time for show up pay.

Nothing in this section is construed to mean time spent in personal suites, either civil or criminal, not a result of circumstances which occurred in the line of duty nor for court action which he/she is otherwise compensated. Court time will be considered separate from overtime pay.

For an issue relating to being called to testify during annual leave, will notify a supervisor and the assigned County Prosecuting Attorney or other attorney of record as soon as practical regarding unavailability and dates when become available.



**Economic Proposal #7**

**Longevity**

**Longevity**

A monthly longevity bonus will be paid to an eligible employee, in addition to employee's regular rate of pay and service enhancement pay if applicable. If the employee has continuous service from the time of appointment to regular full-time employment, longevity 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

**Economic Proposal #8**

**Comp Time**

**Compensatory Time:**

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 within twelve (12) months, it shall be paid at the employee's current hourly rate of pay.

Once an employee has accrued at least fifteen (15) minutes of compensatory time, they may use their accrued compensatory time at a time(s) that are mutually agreeable between the employer and the employee. Comp time must be used in at least fifteen (15) minute increments Failure on the part of the employer and the employee to agree on when the compensatory time may be taken shall not be grievable.

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.

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

Employees may request compensation up to forty (40) hours of accrued comp time once per year or twice per year, with each request being up to twenty (20) hours. The final request must happen prior to December 1 of each calendar year.

**Economic Proposal #9**

**Call Back Pay**

**Call Back Pay**

Employees who may be required to return to duty more than one (1) hour after the completion of his/her shift to perform such overtime duties will be paid for four (4) hours at straight time, or time and one half (1 and ½) for hours worked, whichever is greater. If called within one (1) hour after the end of the shift, overtime will commence at the time his/her shift would have been completed. Scheduled training and mandatory meetings are paid at the regular overtime rate for the actual hours.

**Economic Proposal #10**

**Standby Pay**

**Standby**

The following provisions shall apply to any employee who is directed to be on "Stand By" by their supervisor.

- A. The hours of Stand By shall be as determined by the Supervisor.
- B. Employees shall be paid one point five (1.5) hours for each eight (8) hours on Standby.
- C. Employees shall be paid two point five (2.5) hours for each eight (8) hours on Standby during any holiday.
- D. Stand By employees will:
  - 1. Not consume alcohol;
  - 2. Carry a pager provided by the employer or be available by telephone call to the employee's residence or to his/her cell telephone;
  - 3. To be eligible for Stand By pay the employee must be able to respond to any location within the Greater Spokane area within one (1) hour of receiving the call. Response times exceeding one (1) hour will be reviewed by the Unit Supervisor and if determined to be for an unacceptable reason, time will be deducted from the Standby compensation.
  - 4. If an employee begins a Call-Back assignment, Stand By pay stops. Stand By and Call Back will not be paid twice for the same time period. There will be no compounding of pay for the same time and the highest pay rate between the two pay rates will be paid.
  - 5. Once a Call Back assignment begins the employee may be considered on a Call Back assignment even if the actual time worked is less than 2 hours and 40 minutes. In the event the employee must return for a Call Back assignment within the initial 2 hour and 40 minute time period, it is and will be considered the same Call Back assignment even if the Call Back is not related to the original Call Back.
- E. Forensic Unit
  - 1. A minimum of two (2) members of the Forensic Unit (Forensic Unit Supervisor, Lead Specialist, Specialist and Technician) will be scheduled on call and compensated every weekend and holiday (not voluntary, not based on seniority). The on-call schedule will be prepared by the Forensic Unit Supervisor(s) on a rotation basis and will make the number of on call weekends as equal as possible.
  - 2. On Call status for the Forensic Unit will begin at 1800 hours on Friday and end at 0600 hours on Monday morning with the understanding that the employee is On Call from the end of their shift on Friday until the beginning of their shift on Monday. The compensation will be a one point six (1.6) hours at the regular rate of pay for each eight (8) hour section of the weekend. The result will be compensation of twelve (12) hours of regular pay being earned for sixty (60) hours of on call time.

## Economic Proposal #11

### Overtime

#### **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:

- A. 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.
1. All hours worked in excess of their regularly scheduled shift unless a mutual agreement for a schedule variation is made and documented between the employee and the department to vary their hours during the defined work week.
  2. All work performed in excess of forty (40) hours in any work week.
  3. All work performed before or after any scheduled work shift at the request of their supervisor unless a mutual agreement for a schedule variation is made and documented between the employee and the department to vary their hours during the defined work week..
  4. All work performed on any of the paid holidays set forth in Article (\_\_) – Holidays
- B. **Equalization of Voluntary Overtime:**  
Once an employee has voluntarily worked an overtime shift, he/she will not again be offered voluntary overtime until all of the other available employees on the list have been offered an assigned voluntary overtime shift.
- C. **Mandatory Overtime:**  
If no regular employees are available to fill the vacant partial and/or full shift, management will then mandate, in inverse order of seniority, the lowest regular employee to work the assigned shift. If mandating regular employees is not applicable, management will then mandate in inverse order of seniority the lowest regular full-time employee to work the assigned shift.
- D. **Equalization of Mandatory Overtime:**  
Once an employee has been required to work mandatory overtime, he/she will not be required to work another mandatory overtime shift until all other available employees on the list have worked a mandated overtime shift. *This rule shall be suspended only in the event of a "Declared Emergency." A "Declared Emergency" shall be defined as any situation which threatens the safety and security of this facility to the extent that the Department Head determines the necessity for emergency measures.*

**Economic Proposal #12**

**Shift Differential**

**Shift Differential**

In addition to the established wage rates, the employer shall pay an hourly incentive for all hours worked on a regular scheduled swing and/or graveyard shift as identified on the shift bid. The rate shall be:

1. Afternoon Shift (\_\_\_\_) - \$0.50 per hour;
2. Night Shift (\_\_\_\_) - \$0.60 per hour.
3. Employees working overtime during the identified afternoon and/or night shifts, in addition to the overtime pay received shall be paid the hourly incentive for all hours worked during the qualifying time periods.

**Economic Proposal #13**

**FTO Pay**

**Compensation for Field Training Officers (FTO):**

FTOs will receive a total of five (5) hours of overtime pay per month at the current wage of the FTO for each month they actively perform field training.

Economic Proposal #14

## **Methods of Payment**

### **Methods of Salary and Wage Payment**

Two methods of payment of salary and wages will be offered.

A. 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 B 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.

B. 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;
- The last paycheck coinciding with or following separation from employment;
- 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.



**Economic Proposal #15**

**INSURANCE BENEFITS**

**Medical Insurance**

- A. 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.
- B. 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%
- C. 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.
- D. No provision for retiree medical plan.
- E. No double coverage for employees of Spokane County.
- F. The employer agrees that for the term of this agreement, the out-of-pocket maximums for the PPO & HMO plans will be as follows:
  - 1. HMO - \$1,000 - Individual/\$3,000 - Family
  - 2. PPO - \$2,000 - Individual/\$6,000 – Family

**Dental Insurance:**

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.

**Eligibility:**

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

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.

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

Seasonal employees and rehires from layoff who are rehired between the 1<sup>st</sup> and 15<sup>th</sup> of the month, will be provided medical and dental benefit coverage effective on the 1<sup>st</sup> of the month following the date of rehire. If rehired between 16<sup>th</sup> and the end of the month, medical and dental benefit coverage will become effective on the 1<sup>st</sup> 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.

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

**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.

**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.

**Unpaid Leave of Absence/Impact on Benefits:**

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.

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.

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

**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 (\_\_\_) Medical/Dental will automatically open for negotiations.

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

**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.

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Economic Proposal #16

**Appendix A – Classifications & Pay scales**