

**ARTICLE II**

**LEAVES OF ABSENCE**

**11.1 Educational Leave**

11.1.1 The County shall have authority to grant Educational Leave for the purpose of allowing an employee to begin or return to school in furtherance of their education, provided the employee agrees in writing, to continue employment with Spokane County for a period equal to the duration of the educational leave of absence.

11.1.2 Such leave shall be for a definite period of time not to exceed nine (9) months.

11.1.3 Employees on Educational Leave shall retain credit for accrued work time up to the date of entering Educational Leave and shall continue to earn credit while on leave for the purpose of promotion, accrued annual leave, accrued sick leave and seniority.

11.1.4 Employees may be granted leaves of absence with pay for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade the individual's skill or professional ability.

**11.2 Civil Leave**

11.2.1 Civil Leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any Federal, State or Municipal court when a subpoena compels such testimony, provided the employee is not a party to the action. An employee must notify their immediate supervisor and show proof of compensation, if requested by the supervisor.

11.2.2 Civil Leave may be allowed by a Department Head to permit an employee to exercise their voluntary civil duties.

11.2.3 Each employee who is granted Civil Leave and who, for their performance of civil duties involved, receives any compensation, shall be paid by the County for the time they are absent only for the excess amount of their regular salary over the compensation received for said civil duties. Should an employee be called for jury duty, the County may request the Court to excuse them.

11.3 Military Leave and Re-employment of Returning Veterans

11.3.1 Paid Military Leave, not to exceed twenty-one (21) days, shall be granted to those members serving in the armed services who are activated for military duty, training or drills in accordance with RCW 38.40.060 and any other applicable State and or Federal laws.

An employee whose military spouse or registered domestic partner is activated during a period of military conflict is entitled to fifteen (15) days of unpaid leave in accordance with 49.77 RCW. Employee may elect to use accrued leave to substitute for the unpaid leave.

Additionally, injured Service Member Leave and Active Duty Family Member Leave shall be in accordance with the amended Federal Family and Medical Leave Act that provides for twenty-six (26) weeks of unpaid Injured Service Member Leave and twelve (12) weeks of unpaid Active Duty Family Member Leave. Employee may elect to use accrued leave to substitute for unpaid leave.

11.3.2 Any additional authorized Military Leave shall be charged to leave without pay or annual leave at the option of the employee.

11.3.3 The right of re-employment of returned veterans and others shall be granted in accordance with RCW 73.16.0333 and any other applicable Federal and or State Law.

11.4 Domestic Violence Leave

The County agrees to grant leave for victims of domestic violence, sexual assault, and stalking in accordance with (RCW 49.76).

11.5 Family Leave

The County agrees to grant Family Leave in accordance with applicable Federal and State laws. While on Family Leave, employees will be required to utilize sick leave to the extent it has been accrued. However, employees may, at their option, elect to preserve up to 5 days of sick leave after using the remaining of their sick leave balance. If an employee is taking family leave under Washington State Paid FML (PFML), they cannot be required to use their own leave.

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11.6 Leaves: General Provisions

11.6.1 Leave – Without Pay – When Permitted

Leave of absence without pay may be allowed for a specific period for any reasons applicable for:

~~11.6.1.1~~ Leave with pay.

11.6.1.2 Any periods beyond those covered by permissible leave with pay.

11.6.1.3 Military, U.S. Public Health Service, Peace Corps, VISTA

11.6.1.4 Educational Leave

11.6.1.5 Maternity Leave

11.6.1.6 In accordance with 11.4

~~11.6.1.7~~ In accordance with ~~11.5~~ remove, Family leave is covered in 11.6.1.2

11.6.2 Leave – Exceptions to Limitations

Leave of absence without pay shall not be allowed to an extent aggregating more than twelve (12) calendar months in any consecutive period of five (5) years except for Educational Leave which will be allowed to conform to the period of actual attendance at an accredited institution of higher learning. Limitations shall not apply to military, U.S. Public Health Service, Peace Corps or VISTA.

11.6.3 Leave Prohibitions Exclusions – Exceptions

Leave of absence without pay except for military, U.S. Public Health Service, Peace Corps, VISTA and maternity, shall not be authorized in any case when such leave shall operate to the detriment of the County service.

11.6.4 Leave – Anniversary Date – Effect – Exceptions

When an employee is on leave of absence without pay for any period in excess of fifteen (15) calendar days, except military, U.S. Public Health Service, Peace Corps, VISTA service, maternity or on leave following injuries sustained while performing their position duties for the County, the anniversary date and periodic increment date of said employee shall be moved forward in an amount equal to the entire duration of the leave of absence. A leave of absence without pay of fifteen (15) calendar days or less will not affect the anniversary date.

11.6.5 Leave – Return From – Status – Rules

Employees reporting to work at the expiration of an authorized leave of absence shall be employed in the same position or in another position within the same geographical area in the same classification and salary range and step as that was held at the same classification and salary range and step as that was held at the beginning of such leave of absence, provided that such return to employment will be in accordance with the rules governing reduction-in-force and any other applicable rules.

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11.6.6 Leave – Absence – Unauthorized – Effect

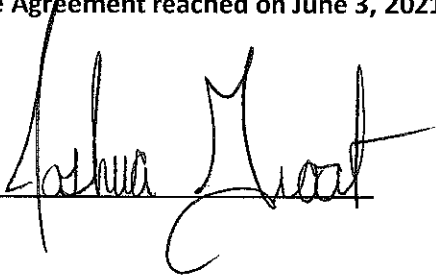
Absence that is not duly authorized shall be treated as absence without pay, and in addition, may be grounds for disciplinary action. Upon return from unauthorized leave of absence, the employee shall give a written statement to their Department Head explaining the nature of their absence.

11.6.7 Requests – Content

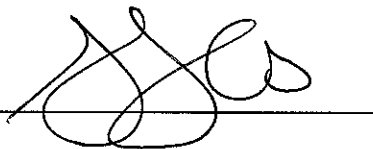
All requests for leave of absence shall be in written form stating the reasons and estimated duration and approved by the employee's Department Head in advance of the effective date, except as provided for in the Sick Leave and Vacation provisions.

**Tentative Agreement reached on June 3, 2021**

County:

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Union:

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**ARTICLE 13**

**MEDICAL, DENTAL, LIFE INSURANCE**

13.1 Medical/Dental/Life

13.1.1 Medical/Dental - The Employer agrees to provide two (2) medical plans; the Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO). The county agrees to maintain current level of benefits during the term of this Agreement to meet with the Union 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 only.

Effective January 1, 2018, the Employer's premium share for Medical/Vision and Dental coverage 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%

13.1.2 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars and the Employee's monthly premium share will be split over the two pay periods in the month.

13.1.3 For clarification purposes the premium share formula contained in Article 13.1.1 applies to both Dentals plans.

13.1.4 No provision for retiree medical plan.

13.1.5 No double coverage for employees of County when both spouses work at Spokane County.

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

(HMO) Kaiser Permanente	(PPO) Premera
\$200/\$600 Deductible	\$500/\$1,500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Out of Pocket + Deductible
Individual \$1,000 Coinsurance Max + Deductible	Individual \$2,000 Coinsurance Max + Deductible
\$15/\$30/\$50 RX Retail 2 x RX Retail for RX Mail Order	\$15/\$30/\$50 RX Retail 2.5 x Retail for RX Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware every 24 months	\$300 Vision Hardware per calendar year

13.2 The medical and dental eligibility will begin the first day of the month following completion of ~~sixty (60) days of employment, based on hire date.~~ If an employee is hired between 1<sup>st</sup> – 15<sup>th</sup>, benefits begin first of the next month and between 16<sup>th</sup> to end of month is first of following month.

13.2.1 ~~Seasonal workers continuously employed year after year, will not be required to satisfy waiting period described above unless they have a break in their seasonal employment.~~ When a continuously employed seasonal worker returns for the seasonal employment and enters service between the 1st and the 15th of the month, they will be eligible for insurance coverage the beginning the 1st of the following month. If the service date begins between the 16th to the end on the month, insurance coverage will start beginning the 1<sup>st</sup> of the second month after start date.

13.3 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.

13.4 Dental

The County shall provide family dental insurance for employees covered by this Agreement for the life of the Agreement.

13.5 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.

13.6 Disability Insurance

13.6.1 The employer shall provide and pay premiums for a disability insurance plan. Employees covered by this Agreement on or before June 1, 1990, shall be given a one-time, irrevocable choice of the following:

13.6.1.1 Continue receiving the sick leave benefits specified in Article 8 without coverage under the disability insurance;

13.6.1.2 To be covered by disability insurance and a modified sick leave plan which limits the maximum accumulation to seventy-five (75) days and allows no payoff of accumulated sick leave upon termination.

13.6.2 Current employees electing disability insurance and modified sick leave coverage who have accumulated sick leave in excess of seventy-five (75) days shall retain sick days until they are used. Such employees shall not earn additional sick time until their accumulated sick leave is less than seventy-five (75) days.

13.6.3 Employees hired after June 1, 1990, shall be covered by the disability insurance and modified sick leave plan.

13.7 Continuation of Insurance

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

13.8 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 to 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 and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical Insurance will automatically open for negotiations.

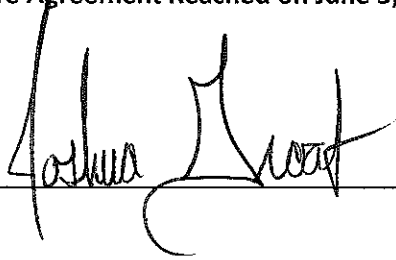
A Health Care Committee (one member from each local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) from June -August of the year prior to the assessment being imposed.

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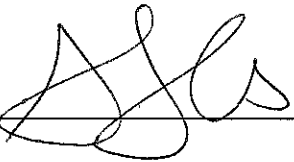
13.9 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the date of the divorce/termination or may be subject to discipline under the terms of this Agreement.

**\*\*Tentative Agreement Reached on June 3, 2021**

County: \_\_\_\_\_

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Union: \_\_\_\_\_

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