

Economic Proposal #1

Article VIII
Salary/Compensation

8.1 Salary Schedule:

- ~~• For 2019, wages will be adjusted upwards by 4% effective July 19, 2019~~
- ~~• For 2020, wages will be adjusted upwards by 2% effective January 1, 2020~~
- ~~• For 2021, wages will be open for negotiations by the Parties commencing in the Fall of _____ 2020 by _____ mutual _____ agreement.~~
- Effective January 1, 2022, all employees will be placed on the wage scale nearest to their current wage, without a wage reduction. This change will take place ~~the on the 1st of the month following ratification.~~**
- For 2023, effective the 1st full pay period following January 1, 2023, the scale will be increased by 1.00%.**
- For 2024, effective the 1st full pay period following January 1, 2024, the scale will be increased by 1.00%.**

8.3 Pay Period: ~~The salaries of the APOs shall be paid semi-monthly~~ **The employees shall be paid in accordance with the County's payroll schedule. If a lag pay system is implemented during the course of this agreement, the County agrees to meet and discuss the impacts with the Union.**

8.4 All employees, who successfully pass their 6-month probationary period upon hire or transfer will receive a one (1) step increase, effective the 1st full pay period following effective date.

All employees who have already received their six (6) month step increase and the Department Head has deemed their performance "successful" and are therefore eligible to receive a step increase, will move two (2) steps on the wage scale on the first full pay period following their annual step increase date.

8.5 Continuing Legal Education: ~~For 2019, Employer shall provide a maximum of \$500.00 per year to each full time APD, payment of \$250 in January and \$250 payment in July to those PD on payroll on those dates, to cover the cost of required Continuing Legal Education (CLE) as mandated by the Washington State Bar Association, with the understanding that these funds will not carry over to next year if not used. Effective January 1, 2020, the Employer shall provide a maximum of \$500 annually with a payment of \$250 in January and \$250 payment in July to those PD on payroll on those dates. CLE time will be a total of fifteen (15) days for the term of the contract (2019-2024~~ **2022-2024) to be used by APD. Additional CLE time may**

be granted by the Public Defender or the Chief Deputy. Such decisions are not grievable. For Department sponsored and endorsed seminars, conferences, training, etc., the Department will pay registration and associated costs with no time counted against the cumulative fifteen (15) day total. If not endorsed, the employee will be responsible for all costs and the time will be counted against the total allotted.

8.9 Mileage and Travel Time: The Employer agrees to follow the current practice & County Vehicle Use Policy regarding transportation necessary to perform their official duties as approved by management, including ~~CLE training.~~

8.10 Unit Supervisor Pay: Any APO who is not a senior attorney, while assigned to a Unit Supervisor position, shall be paid approximately ~~5.12%~~ two steps above their regular salary, for performing those Unit Supervisor duties. If at step 13, any APO who is not a senior attorney, while assigned to a Unit Supervisor position, shall be paid approximately 5.6% above their regular salary.

8.11 Step Increase Process:

**Conversion Proposal
 13 Step Pay Plan**

1. Beginning July 19, 2019:

- a) ~~13 step range will remain in place.~~
- b) ~~New hires: first step increase after hire (at 975 hours/6 months) will be approximately 2.56%; subsequent step increases will be approximately 5.12%.~~
- c) ~~Regular employees: scheduled step increases will be approximately 5.12%.~~

Examples:

<p>Employee A: (new hire) 2/1/18 hired at step 1 8/1/19 annual step increase, to step 2 (2.56%) (annual step increases - 6,8,10, 12) 8/1/24 final step increase from step 12 to step 13, increase of 2.56%</p>	<p>Employee D: (current employee, hired 2/1/16) 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>
<p>Employee B: (new hire) 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>	<p>Employee E: (current employee, hired 2/1/15) 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) 8/1/22 final step increase from step 11 to 13, increase of 5.12%</p>

<p>Employee C: (new hire in 2019) 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%</p>	
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- 2. This method minimizes the potential of "leap frogging" pay rates.
- 3. No employee shall suffer a loss or reduction in base pay.
- 4. 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.
- 5. This pay step system will apply only to employees currently on the 13 step system.

****TENTATIVE AGREEMENT REACHED ON: _____**

FOR THE UNION:

FOR THE COUNTY:

Economic Proposal #3

Non-Economic Proposal (10)

Article XIII
Insurance Benefits

13.1.1 Insurance Benefits

- The County will provide eligible employees with health (including pharmacy), vision, and dental insurance, long term disability, and life insurance on the same terms including premiums, benefits, benefit levels, benefit design, co-payments, co-insurance and deductibles, as offered by the County to its non-represented employees.
- In the event the County makes changes to these insurance benefits/benefit plans during the life of this Agreement affecting the County's non-represented employees, the Union will be provided with at least a thirty (30) day notice and an opportunity for discussion prior to implementation.
- These benefits are more fully described in the Summary Plan descriptions/Insurance Policies. These benefits are governed by the Plan descriptions/Insurance Policies and any interpretation or discrepancy will be controlled by the Plan descriptions/Insurance Policies of the change(s).

13.1.2 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 13 - Insurance Benefits will automatically open for negotiations.

~~The Employer agrees to provide two (2) medical and two (2) dental plans; the Preferred Provider Plans (PPO—Premera and Delta Dental of Washington) and a Health Maintenance Organization (HMO—Group Health and Willamette Dental). Medical Benefits—The County agrees to maintain current level of benefits with the ability to open medical benefits during term to meet with the Union regarding benefits 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. 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:~~

Full Family	10%
Employee	5%

Economic Proposal #2

Article IX
Holidays

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

- New Year's Day (January 1st)
- Martin Luther King Jr.'s Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- **Juneteenth (June 19)**
- 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)
- Christmas Day (December 25)

9.2 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 or shall entitle any APDs required to work on that day to an additional floating holiday **to be used within ninety (90) days following the declared holiday on a mutually agreeable day with the department head or designee.** Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

9.3 **Floating Holidays:** Full time APDs shall be entitled to one paid floating holiday per calendar year. If the floating holiday(s) are not used by December 31st, they will be forfeited. Each APD may select the day on which the APO desires to take the additional holiday after consultation with the Employer. APDs hired on or after September 1st in any calendar year shall not qualify for floating holidays in that year.

****TENTATIVE AGREEMENT REACHED ON: _____**

FOR THE UNION:

FOR THE COUNTY:

Employee & Child(ren)	10%
Employee & Spouse	10%

~~13.1.3 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.~~

~~13.1.4 Continue the labor/management committee for advisory purposes only to review medical/dental costs on an on-going basis. This committee will also study retiree medical _____ options _____ and _____ availability.~~

~~13.1.5 For clarification purposes, Employee premium share includes the Delta Dental of Washington _____ plan _____ or Willamette _____ Dental _____ plan.~~

~~13.1.6 No provision for retiree medical plan.~~

~~13.1.7 No double coverage for employees of Spokane County.~~

~~13.1.8 The major elements of the medical plans shall be as follows:~~

(HMO) Group Health Plan	(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 2 x Rx Mail Order Mandatory Generics	\$15/ \$30 / \$50 Rx Retail 2.5 x Rx Mail Order 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

~~13.2 Dental _____ Insurance:~~

~~13.2.1 The Employer agrees to provide two (2) dental plans; the Preferred Provider Plan (PPO), Delta Dental of Washington (DOW - PPO) and the Dental Maintenance Organization (OMO), Willamette Dental.~~

~~13.3 Eligibility:~~

~~13.3.1 For all new hires entering service, the medical and dental eligibility will become effective depending on their hire date. For those hired between the 1st and 15th of the month, these new hires will be provided medical and dental benefit coverage effective on the 1st of the month following the date of hire. If hired 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 employment.~~

~~13.3.2 APOs separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those APDs separating between the 16th and the end of the month shall retain their coverage through the end of the following month.~~

~~13.3.3 No double coverage for medical and dental.~~

~~13.3.4 Life Insurance: Effective August 1, 2019, 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 APD's option and eligibility. The expense of the supplemental insurance is that of the APDs.~~

~~13.3.5 Insurance Extension: Any APO eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/ her employment because of proven illness or injury to self, shall, for a period of six (6) months after exhaustion of sick leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits. The APO will be required to pay the employee contribution listed in Article 13.1.1 or the insurance extension will lapse.~~

~~13.7 Paid Family & Medical Leave - Senate Bill 5975: Effective August 1, 2019, Employees covered under this agreement will pay the appropriate portion of the premium for coverage under this leave act. The premium is 0.4% of gross monthly wages with approximately 63% paid by the employee and 37% paid by the employees.~~

****TENTATIVE AGREEMENT REACHED ON: _____**

FOR THE UNION:

FOR THE COUNTY:
