COLLECTIVE BARGAINING AGREEMENT

By and Between

PACIFIC COUNTY, WASHINGTON

And

LOCAL 367-C

Of The

Washington State Council of County and City Employees

And The

American Federation of State, County and Municipal Employees, AFL-CIO

January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

PREAMBLE ---------- 2
ARTICLE 1 – DEFINITIONS ---------- 2
ARTICLE 2 – PARTIES, RECOGNITION AND REPRESENTATION ---------- 5
ARTICLE 3 – MANAGEMENT RIGHTS ---------- 6
ARTICLE 4 – EMPLOYEE RIGHTS ---------- 8
ARTICLE 5 – GENERAL EMPLOYMENT POLICIES & CONDITIONS ---------- 9
ARTICLE 6 – DISCIPLINE AND APPEAL ---------- 20
ARTICLE 7 – GRIEVANCE PROCEDURE ---------- 23
ARTICLE 8 – HOURS OF WORK ---------- 26
ARTICLE 9 – WAGES ---------- 28
ARTICLE 10 – LONGEVITY ---------- 31
ARTICLE 11 – GROUP INSURANCE ---------- 32
ARTICLE 12 – HOLIDAYS ---------- 34
ARTICLE 13 – ANNUAL LEAVE ---------- 35
ARTICLE 14 – PAID SICK LEAVE ---------- 37
ARTICLE 15 – OTHER LEAVES ---------- 38
ARTICLE 16 – NO STRIKE, SLOW-UP, WORK STOPPAGE OR LOCK-OUT ---------- 42
ARTICLE 17 – SAVINGS AND SEVERABILITY ---------- 43
ARTICLE 18 – LABOR/MANAGEMENT/SAFETY COMMITTEES ---------- 43
ARTICLE 19 – EMBODIMENT ---------- 44
ARTICLE 20 – TERM OF AGREEMENT ---------- 44
SIGNATURE PAGE ---------- 44
APPENDIX A – REPRESENTED JOB CLASSIFICATIONS & SALARY GRADES ---------- 46
APPENDIX B – EXEMPT POSITIONS ---------- 48
APPENDIX C – COMPENSATION SCHEDULE ---------- 49

PREAMBLE

THIS AGREEMENT is made and entered into by and between Pacific County, Washington and with the exception of the Sheriff, its elected officials [Assessor, Auditor, Clerk, Commissioners, Superior and (North and South) District Court Judges, Prosecuting Attorney and Treasurer] (together, the "Employer"), and the Washington State Council of County and City Employees – Council #2 of the American Federation of State, County and Municipal Employees (AFL-CIO), and AFSCME Local 367-C (together, the "Union") to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to set forth the wages, hours and working conditions for those Pacific County employees represented by the Union for the term herein noted.

The Employer and the Union recognize the importance of a reliable work force to provide quality services to the citizens of Pacific County. The Employer will promote a reliable work force by providing competitive wages and benefits, and will strive to promote the morale and well-being of its Union-represented employees. The Union and the employees it represents will strive to provide the best services possible to the citizens of Pacific County. The Employer recognizes the integrity of the bargaining unit and will strive to continue to assign bargaining unit work to bargaining unit employees.

ARTICLE 1 – DEFINITIONS

The following definitions shall apply when the word(s) or term(s) are used in the text of this Contract:

1.1 **BOARD:** The Board of Pacific County Commissioners.

1.2 **COMPENSATORY TIME OFF:** Time off from work with pay to compensate an employee for overtime hours worked in lieu of normal overtime pay.

1.3 **CONTINUOUS SERVICE:** Employment without interruption except for authorized leaves of absence with pay, authorized leaves of absence without pay granted in accordance with Section 15.4 – Workers' Compensation and Section 15.5-FMLA/Parental/Family/Serious Health Condition Leave, or due to authorized leaves of absence without pay granted in accordance with Section 15.6 – Leave of Absence Without Pay for extended medical problems involving an employee or a member of the employee's household.

1.4 **COUNTY:** A political subdivision and municipal corporation of the State of Washington. County also means the elected officials of the County of Pacific acting in their statutory capacity performing their individual and collective statutory responsibilities.

1.5 **EMPLOYER:** Shall have the same meaning as "County" for this working agreement.

1.6 **EMPLOYEE:** A person who is employed by the County in a position included in the bargaining unit defined in Section 2.1 and represented by the Union.

1.7 **IMMEDIATE FAMILY**: Includes (a) the employee's spouse, and (b) the parents, grandparents, brothers, sisters, children, grandchildren, step parents, step grandparents, step brothers, step sisters, step children, and step grandchildren of the employee or the employee's spouse, and (c) any other blood or legal relative living in the employee's residence, and (d) the employee's domestic partner, provided the domestic partner has resided in the same home with the employee for the most recent six (6) months, and (e) the immediate family of the domestic partner as defined in (b) herein.

1.8 **LAYOFF:** An involuntary reduction of hours below forty (40) hours per week or below an employee's normal workweek or work month, or an involuntary reduction in force by termination of employment.

1.9 **OFFICIAL:** The elected official or appointed department head responsible for an office/department, or his or her designee. Nothing in this Agreement or its language shall be interpreted or shall imply the delegation of any elected official's responsibilities to another elected official.

1.10 **POSITION:** A post of employment; job.

A. **CASUAL POSITION:** A position that is anticipated to require not more than forty (40) hours per month; however, should the incumbent in a casual position be required to work forty (40) or more hours in each of five (5) months during any twelve (12) month period, that position shall become a regular position (Full Time or Part Time, whichever is more appropriate) subject to the following conditions: The County shall provide the Union with a list of Casual Employees and the hours per month worked in each Office or Department on a monthly basis. Prior to conversion of a position from Casual to Regular status, the Union shall file a written notice of intent to claim representation and Regular status for the position to the Clerk of the Board of County Commissioners. The Office/Department Official shall have thirty (30) days from receipt of the notice of intent, to reduce the hours of the affected position to less than forty hours per month. If the applicable Official fails to reduce the affected employee's hours to less than forty (40) hours per month within thirty (30) days of receipt of written notification by the Union, the position shall automatically become a Regular position represented by the Union. For any Casual Employee for which a notice of intent has previously been received by the County, and for which hours have been corrected to retain the Casual Position status, subsequent violations of the forty (40) hour in any subsequent month shall result in the position automatically becoming a Regular position. Any position that converts from Casual to Regular via this Article shall be subject to the probationary period as per Article 5.8.

B. **REGULAR POSITIONS:** A position that is anticipated to exist more than five (5) months within any twelve (12) month period.

1. **REGULAR FULL TIME POSITION:** A regular position that is anticipated to require at least one hundred twenty (120) hours per month on a continuous basis.

2. **REGULAR PART TIME POSITION:** A regular position that is anticipated to require at least forty (40) but not more than one hundred twenty (120) hours per month on a continuous basis.

C. **TEMPORARY POSITION:** A position that is anticipated not to exist nor be required for more than five (5) months during any twelve (12) month period regardless of the hours worked per month. If a temporary position exists more than five (5) months during any twelve (12) month period, that position shall automatically become a regular position.

D. **VOLUNTEER POSITION**: A position that is not paid such as intern, students, etc. Each volunteer position description that will exceed 40 hours per month will be presented to the Union for review. The position descriptions will include time frames for the volunteer position. Any changes after the Union's review, including but not limited to, time frame extensions or assigned duties, must be presented for re-review by the Union. Volunteer positions requiring less than 40 hours per month do not need to be presented to the Union for review. For "regular" volunteer positions, such as for elections, only a one time review by the Union is required, unless the terms of the volunteer position change.

E. **AMERICORPS/VISTA POSITION**: These positions are limited to one position at any given time within local 367 C. These positions must be presented to the Union for review. These positions are not meant to supplant bargaining unit work. Additional positions may be presented to the Union for approval on a case-by-case basis.

1.12 **REGULAR COMPENSATION RATE:** The hourly rate of pay used to calculate compensation under the terms of this Agreement which includes the applicable hourly wage rate as established in Article 9 – Wages, and any applicable longevity adjustment as per the terms within Article 10 – Longevity.

1.13 **SENIORITY:** Priority of an employee based on the length of the employee's continuous service to the County, since the employee's last date of hire, regardless of regular full time or regular part time status. Seniority shall be determined by the actual hire date within any given month and year. The last date of hire and actual hire date shall mean the employee's official first paid day of work.

1.14 **SUPERVISOR:** Person designated by the Official to act on behalf of the Official in the administration of divisions, programs, projects or duties.

ARTICLE 2 – PARTIES, RECOGNITION AND REPRESENTATION

2.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW for certain regular full-time and regular part-time employees employed with Pacific County, as certified by the Washington Public Employment Relations Commission ("PERC"). The Union shall be recognized as the collective bargaining agent for all Regular Full Time and Regular Part Time employees of Pacific County whose position classifications appear in Appendix A, or are added to Appendix A during the term of this Agreement in accordance with Section 2.3.

2.2 The Union agrees to exempt from its membership those County employees whose job classifications appear in Appendix B, or are added to Appendix B during the term of this Agreement in accordance with Section 2.3.

2.3 It is the intent of the Employer and the Union to include in or exclude from the bargaining unit new or modified positions consistent with the duties, responsibilities and organizational level of the positions already included in or excluded from the bargaining unit. When eligibility agreement cannot be reached between the parties, either party may petition PERC to review the proposed position and render a written opinion of its findings that shall be binding on the Employer and the Union.

2.4 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

Upon signature of the Authorization for Payroll Deduction and Representation Form, current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this article so long as the Employer complies with this article. Neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim or error is made in writing to the Employer within thirty (30) days after the date such deductions were or should have been made.

A. The Employer will provide the Union upon request with a listing of non-represented personnel and "personal services" contractors. The list will be sorted by office/department (Section 5.16.5) and reflect the individuals' or firms' names, compensated hours, and the gross compensation paid during the reporting period.

2.5 Upon signed authorization of each employee covered by this Agreement, the Employer shall deduct from the employee's monthly wages dues owing to the Union as a result of membership therein and forward same to the Washington State Council of County and City Employees, Council 2. The Union agrees to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this Section. Neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within thirty (30) days after the date such deductions were or should have been made.

2.6 The Juvenile Probation Counselors are covered under this Agreement for all matters.

2.7 The Employer is represented by each of its elected officials as prescribed by law. Subject to the provisions of this Agreement, the respective elected officials represent their office on all issues of working conditions including hiring, termination, discipline, etc. The Board represents the Employer on all issues regarding financial matters.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the Employer (as defined in Article 1), the elected officials individually, and the Board on issues regarding financial matters, retain all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the elected officials and the Employer reserve all customary management prerogatives including, but not limited to, the right to:

3.1.1 Establish, plan for and direct the work force toward the organizational goals of County government.

3.1.2 Determine the organization and the merits, necessity and level of activity or service to be provided to the public.

3.1.3 Determine the County budget and financial policies including accounting procedures.

3.1.4 Establish, regulate and administer a personnel system providing for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention and classification of positions. If a new classification of employee is established and that classification is determined to be represented by this bargaining unit by agreement or PERC unit clarification procedures, the Employer and the Union will negotiate the wage rate for the position.

3.1.5 Discipline or discharge employees in accordance with Article 6.

3.1.6 Determine the methods, means, equipment, numbers and kinds of personnel, and the job or position content required to accomplish governmental operations and maintain the efficiency thereof.

3.1.7 Assign work to and schedule employees in accordance with classification and position descriptions and to establish and change work schedules per Sections 8.1 through 8.6.

3.1.8 Layoff or reduce any employee due to lack of work or insufficient funds.

3.1.9 Take all actions necessary to carry out the mission of the County in emergencies.

3.1.10 For economic reasons, contract for services presently being performed by Union members provided that:

A. At least sixty (60) days prior to reaching a decision to subcontract, the Employer shall advise the Union in writing that the Employer is considering subcontracting for services included in a job description, previously, or presently being performed by Union members.

B. The parties shall meet to allow the Union an opportunity to review the Employer's financial reasons for considering subcontracting and to present any alternative means of cost savings besides subcontracting for the Employer to consider. Although the Employer has the final decision on whether to subcontract, that decision must be based on economic reasons after considering alternatives presented by the Union.

C. If the Employer determines that subcontracting is necessary, the Employer shall negotiate with the Union the effects of subcontracting upon the bargaining unit.

D. Any employee who is to be laid off or reduced in hours due to subcontracting may exercise their "bumping" rights in accordance with Section 5.16.7.E. If the Employer fails to comply with items A, B and C above, the Employer shall be precluded from subcontracting those services.

3.2 The above-cited management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights that belong to the County.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 **STEWARDSHIP:** Any Union selected Steward (or Union officer serving in the capacity of steward) shall be permitted to perform Union business relating to the enforcement of this collective bargaining agreement, including wages, working conditions, and alleged or actual grievances without reprimand. They shall not suffer loss of regular compensation for investigating alleged or potential grievances, for processing grievances, or for attending grievance hearings during their normal workday provided the conditions of this paragraph are met. The Union shall provide these representatives' names to the County. As a general rule, stewards (or Union officers serving in the capacity of steward) must obtain approval from their Officials prior to performing said Union business on the Employer's time, and Officials shall not unreasonably deny such requests. However, not more than three (3) stewards (or Union officers serving in the capacity of steward) may respond to employee concerns pertaining to working conditions and grievances for up to twenty (20) minutes per day without obtaining the consent of their Officials. Stewards (or union officers serving in the capacity of steward) are encouraged to keep contacts with individual employees during Employer time to a maximum of five (5) minutes, unless the applicable Officials give consent for additional time.

4.2 Subject to the provisions listed in Article 7, an employee filing a grievance shall not suffer loss of regular compensation for participating in any phase of any resultant grievance process.

4.3 **NEGOTIATIONS:** Three members designated by the Union shall not suffer loss of regular compensation for time spent in collective bargaining negotiations if such negotiations take place during the normal workday. The Employer has the option of requiring part or all of any negotiations to occur outside the normal workday. No compensation will be paid for preparation for collective bargaining or attending Union meetings.

4.4 **DISTRIBUTED REPRESENTATION:** The Union will strive to select its representatives and officers from the entire base of representation to help minimize the disruption of normal work schedules that occur with multiple selections from one office or assignment area.

4.5 The Employer shall not discriminate against Stewards, Union representatives or employees for legal Union activities.

4.6 Employees covered by this Agreement have the right to a discrimination free, harassment free, respectful and safe work environment. Additionally, they have the right to equality of opportunity, consideration and treatment in all phases of employment.

4.7 With consideration for budget constraints and within budgetary authority the Employer may pay those extra and unusual fees or expenses that are relevant to the position and required by federal or state laws for the performance of various duties that were not

prerequisites for the position. These unusual fees and expenditures must be pre-approved by the Official.

4.8 The Union employee rights set forth in this Agreement are not all-inclusive, but indicate the type of rights that belong to employees covered under this Agreement.

4.9 The Union shall have the right to hold Union meetings during non-work hours on the premises of the County's facilities at no cost to the Union as space is available.

4.10 Union Bulletin Boards – The County agrees to allow the Union to use designated bulletin boards, and/or email, the main purpose of which shall be to post union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting. The Union shall provide a list of physical bulletin board locations to the employer to aid in the posting of job vacancies.

ARTICLE 5 – GENERAL EMPLOYMENT POLICIES & CONDITIONS

5.1 **NON-DISCRIMINATION**: All parties individually agree not to discriminate against and/or harass an employee because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, employee association membership, union activities, sensory or mental disability, or sexual orientation.

Conduct of this type is forbidden against employees and job applicants.

The Employer intends to provide equality of opportunity, consideration and treatment for all employees in all phases of employment.

5.1.1 **DEFINITIONS**:

A. **DISCRIMINATION** – The act of showing partiality or prejudice in treatment, action or policies directed against a protected class membership.

B. **PROTECTED CLASS** – A group or class of people whose rights are protected by State and Federal law, due to their race, creed, color, national origin, age, sex, marital status, the presence of disabilities, etc.

C. **HARASSMENT** – A knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses such person, and that would cause a reasonable person to suffer substantial emotional distress.

D. **PROHIBITED HARASSMENT** – Comments, slurs, jokes, innuendoes, cartoons, pranks, physical contact, etc., which discomfort or humiliate the person at whom the conduct is directed. Prohibited harassment also includes negative actions based upon an employee's participation in activities identified with or promoting the interests of the protected classes.

5.2 **SEXUAL HARASSMENT:**

5.2.1 **DEFINITION:** An unwelcome sexual advance, a request for sexual favors, or other verbal, visual or physical conduct of a sexual nature that creates an uncomfortable or hostile work environment. Conduct of a sexual nature constitutes sexual harassment when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

5.2.2 Sexual harassment is also behavior of a sexual nature that the employee has previously communicated to the perpetrator as being unwelcome and unacceptable.

5.2.3 Upon notification to the County Prosecuting Attorney, deputy prosecuting attorney, or to the County Risk Manager by an offended employee or the Union, the Employer shall take corrective action to ensure that any such unwelcome practices are remedied and that such harassment does not continue. Disciplinary action will be taken against employees and supervisors who engage in any activities that are prohibited under this Section. Reprisal against the complainant or witnesses is prohibited.

5.3 **RESTRICTION OF EMPLOYMENT:** Peddling or soliciting for sale or donation of any kind on Employer premises or during regular working hours is not allowed without the express written consent of the Official. Use of County equipment and resources is restricted to official County business.

5.4 **POLITICAL ACTIVITY:**

5.4.1 The rules governing political activities of employees shall follow the provisions of state and federal statutes.

5.4.2 Solicitation for or payment to any political organization or for any political purpose of any compulsory assessment or involuntary contribution is prohibited. No person, Official or employee thereof shall solicit on Employer property any contribution to be used for political purposes.

5.5 **DRIVING RECORD:** For positions that require the operation of a motor vehicle, unless the employee can perform the required duties without a valid driver's license, the employee shall hold a valid Driver's License and allow the Employer to periodically evaluate the employee's driving record. An employee being evaluated shall be given a copy of the driving record within three (3) working days. An employee may challenge the evaluation.

5.6 TRAVEL

5.6.1 **TRAVEL EXPENSES:** Travel expenses for travel that is not part of the normal routine work schedule shall be officially set forth by resolution of the Board. The County Auditor will furnish upon request information on the method of receiving advance payment of funds to cover expenses related to the Employer's business travel. The Employer will strive to furnish transportation for business travel, but when Employer-furnished transportation is not available and an employee is required to provide a personal vehicle for Employer business, the employee shall be reimbursed for their Employer business mileage at the IRS rate, or as alternatively provided by mutual agreement between the Official and the Union and confirmed by the Board.

5.6.2 **TRAVEL TIME**: The Board of Pacific County Commissioners shall adopt a uniform policy that conforms to State and Federal law and directs how travel time to and from training activities outside of Pacific County shall be compensated.

5.7 **PERSONNEL RECORDS:** The Employer shall maintain an official Employment File for each employee that contains the employee's name, title of position held and job description, office/department, salary and payroll, insurance, medical or legal information, and change(s) in employment status. This file shall be maintained in the County Auditor's Office.

There shall be only one official Personnel File and the Official or Department Head shall designate the location of this file for each employee for whom he/she is accountable, and shall notify the Union of the same. This Personnel file shall contain evaluations, commendations, training and disciplinary action, and such other information as may be considered pertinent to the employee's work performance history with the Employer. Medical information related to work performance history may be referenced on a limited basis in the personnel file, but shall be kept in the employment file in the Auditor's Office.

Personnel and Employment files are kept confidential to the extent permitted under Chapter 42.17 RCW and Chapter 42.56 RCW. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including members of the press and unauthorized employees, without third party notification as required by Chapter 42.56 RCW and review by the County Prosecuting Attorney or his/her authorized deputy.

Any employee has the right to review and/or copy all material that is contained in his/her personnel and employment file. Further, an employee may, in writing, authorize his/her Union representative access to and the ability to copy all material contained in the employee's personnel or employment file. The employee may request removal of information in their personnel or employment file that they believe is irrelevant or erroneous. If the employee's request is denied, the employee may file a written rebuttal statement that will be placed in their file. Adverse information placed in an employee's file shall have the employee's signature affixed, indicating their acknowledgement of the

document. If an employee refuses to sign or acknowledge any document(s) when given the opportunity, the document(s) may be placed in the employee's personnel file with the signature of the employee's Official noting the employee's refusal to acknowledge the document(s).

Records of Drug and Alcohol Testing obtained in accordance with the Employer's Fit-For-Work Policy are regarded as medical data and maintained as "confidential" records in a separate but secured location. An employee's test results will only be communicated to the employee's Official or his/her designee(s), and the County's Risk Manager, on a strict "need-to-know" basis.

5.8 **PROBATIONARY PERIOD**:

5.8.1 A new employee with an FTE of .75 or greater shall serve an initial probationary period of six (6) months. A new employee with an FTE less than .75 shall serve an initial probationary period of 780 hours. However, if the employee's Official at the end of the initial probation period has reason to believe that the new employee's job performance is deficient but likely can be rectified within an additional three-month period, the employee may be placed on a one-time extension probation for an additional three (3) months with notice to the Union. The Official must give the new employee written notice during the last month of the initial probationary period which states that the probationary period is being extended for three (3) months, delineates the perceived deficiencies, and provides a program for correcting those perceived deficiencies. In no case shall a new employee be terminated without cause who has been placed on an extended probationary status unless he/she has had at least two (2) months beyond the initial six-month probationary period to rectify the perceived deficiencies. The employee shall have the right to have an informal conference with the Official after one month of the extended probationary period. During this extended probationary period, a new employee shall accrue and be allowed to use benefits in the same manner as regular, non-probationary employees.

Probation is an extension of the selection process and failure of same does not constitute any right to appeal the Official's decision not to regularly hire the probationary employee. An employee on probation may be terminated by the Official without cause provided the employee is not serving the first two (2) months of an extended probationary period.

5.8.2 Upon completion of the initial probationary period, including any extended period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed.

5.9 **VACANCIES/POSITION OPENINGS:** Openings in vacant and/or new job classifications/positions shall be filled in the following manner: the top three (3) senior employees who express interest in a vacant and/or new job classification/position and meet all minimum qualifications will be interviewed by the Employer. The Employer has the authority to select the employee from those interviewed regardless of their seniority.

If the Employer chooses to select an Employee with less seniority for the said position, the Employer shall provide to the Union within (5) five working days of their decision, a written explanation as to the reason(s) for the selection of an Employee with less seniority. If the Union disagrees with the Employers decision, the Union shall reserve its right within (5) five working days of the Employers decision, to grieve that decision starting at step 3 of the grievance procedure (Article 7).

Notices of openings shall be provided to the Local President. Each notice shall include the current job description, or a notation that a copy of said description is available by contacting the posting Official, the minimum qualifications (description sections 5.0 – Education and Experience, 6.0 – Necessary Knowledge, Skills and Abilities, 7.0 – Behavioral Standards, and 8.0 – Working Environment/Physical Requirements) necessary to perform the work, and the present classification (salary grade). In the event a qualified employee applicant in a priority level chooses not to accept an employment offer, the next qualified employee applicant shall be selected. "Qualified" shall mean meeting the minimum qualifications included in the official job description.

5.9.1 When a vacancy for a position covered by this agreement occurs, AFSCME Local 367-C employees who have passed their initial probation period **and any extensions**, and who meet the minimum qualifications for the vacant position shall have priority for the vacancy in the following order:

1. Employees in the office where the vacancy exists, who have bumped another employee as a result of a layoff.
2. Employees who apply from within the office of the vacancy
3. Employees who are on the recall list who were laid off from within the office of the vacancy.
4. Employees who apply from another Office/Department.
5. Employees who are on the recall list who were laid off from another office.

A position may be offered to non union employees or external applicants after all priorities above have been exhausted.

5.9.2 Officials shall post all represented vacancies at least five (5) working days to all Union-represented employees in the offices/departments listed in Section 5.16.5 and to the Local President by distributing electronic or paper copies of the notices, or by posting position vacancy notices on designated (Union) bulletin boards in the county courthouse, the courthouse annexes and county satellite facilities.

5.9.3 Employees on the recall list who fill a vacancy in another office will be placed at a compensation step determined appropriate by the employing Official, normally not lower than step "2" unless their previous step was "1", in which case not lower than step "1". They will re-start their office seniority but retain their former longevity anniversary date, adjusted for the layoff period.

5.10 **PROMOTION:**

5.10.1 Promotions occur when an employee moves to a position with a higher job classification salary grade within the same office or department. Employees promoted in accordance with this section shall retain their office seniority and longevity anniversary date.

5.10.2 Promotional Transfers occur when an employee moves to a position with a higher job classification salary grade in a different office or department. Employees promoted in accordance with this section shall re-start their office seniority but retain their existing longevity anniversary date.

5.10.3 Employees who receive a promotion or a promotional transfer shall serve a 45 calendar day trial period. If a county recognized holiday(s) falls during the trial period, the 45 day trial period will be extended by the same number of corresponding days. The employee shall be permitted voluntary reversion rights in accordance with Section 5.11.3 – Reversion Period. The employee will be placed at a compensation step in that job classification's salary grade which is at least five percent (5%) more than the employee's former compensation.

5.11 **TRANSFER:** With the agreement of the Official(s) and employee(s) involved, or to meet the needs of the Employer, a transfer may be made. To qualify, an employee must have satisfactorily completed their probationary period, and any extensions, possess the minimum qualifications for the position being considered, and, if the transfer is voluntary, be subject to a 45 calendar day trial service period, during which he/she continues to have voluntary reversion rights in accordance with Section 5.11.3 – Reversion Period. The employer may extend the 45-day trial period provided that the specific reason for the extension is provided in writing to the Union and the employee and provided that the length of the extension is specified, not to exceed an additional 45 calendar days, unless by mutual agreement of the Union. An employee's voluntary reversion rights are not extended beyond the initial 45 calendar day trial service period.

Transfers will be classified as lateral, promotional or demotional and may be voluntary (EMPLOYEE INITIATED) or involuntary (OFFICIAL INITIATED).

- A lateral transfer occurs when an employee moves to another position with the same job classification salary grade;
- A promotional transfer occurs when an employee moves to a position with a higher job classification salary grade; and shall be governed by Section 5.10.2 - Promotion.
- A demotional transfer occurs when an employee moves to a position with a lower job classification salary grade.

Voluntary transfers may occur within the same office/department or between offices/departments, PROVIDED, that all job posting requirements of this agreement are observed.

5.11.1 **VOLUNTARY LATERAL TRANSFER WITHIN THE SAME OFFICE/DEPARTMENT:** Employees transferring in accordance with this section shall retain their office/departmental seniority and longevity anniversary date. The employee will be placed at a compensation step in that job classification's salary grade determined appropriate by the employing Official and confirmed by the Board, but no lower than the compensation step held prior to the transfer.

5.11.2 **VOLUNTARY LATERALTRANSFER BETWEEN OFFICES/DEPARTMENTS:** Employees transferring in accordance with this section shall re-start their office/departmental seniority but retain their existing longevity anniversary date. The employee will be placed at compensation step in the new job classification's salary grade determined appropriate by the employing Official and confirmed by the Board, normally not lower than step "2" unless the transferring employee's previous step was "1", in which case not lower than step "1".

5.11.3 **REVERSION PERIOD:** Employees who promote or voluntarily transfer under this Article shall be allowed a 45 calendar day reversion period. If a county recognized holiday(s) falls during the reversion period, the 45 day reversion period will be extended by the same number of corresponding days. An employee who decides during their voluntary reversion period to return to their prior position (job classification), or who fails to satisfactorily complete their trial service period, will return to their former position (job classification) without prejudice. The employee will assume their previous office/departmental seniority, including the time accrued during the transfer period, and longevity anniversary date. Employees who fail to satisfactorily complete their trial service periods will be provided with the reason(s) in writing for returning them to their former positions. Persons filling positions vacated by employees transferring to other positions (job classifications) shall be notified by the employing Official(s) that the positions are temporary while the transferred employees complete their trial service/reversion period.

5.11.4 **TEMPORARY TRANSFERS:** An involuntary temporary transfer between offices/departments, not to exceed thirty (30) working days (regardless of number of hours worked per day) in a calendar year, to meet urgent or emergency needs and other absences, shall be permitted based on mutual agreement of the involved Officials after consideration of the employee's concerns. The employee's consent must be obtained for an involuntary temporary transfer of a longer term or greater frequency. This section shall not preclude the employer's obligation to pay for out of class work assignments.

5.11.5 **WORK SITE ASSIGNMENT:** If an employee is required to work at a work site other than his or her regularly assigned site, he or she shall travel to and from the alternate work site during the Employer's time and in transportation furnished by the Employer or be reimbursed for use of his or her private vehicle in accordance with Section 5.6 – Travel Expenses. The Work Site Assignment will

be made at the time of hire and will be included in job announcements. A list of current employees and their assigned work site will be provided to the Union upon request.

5.12 **DEMOTION:** An employee shall not be demoted to a position for which they do not possess the minimum qualifications. An employee being involuntarily demoted shall be notified, in writing, at least two (2) weeks prior to the demotion, and shall not be required to serve a trial service period. An employee may be demoted:

A. For just cause, or cause in the case of a probationary employee;

B. When the employee becomes physically or mentally incapable of performing the duties of the position and cannot be reasonably accommodated in the current position; or,

C. At the employee's request, in which case it shall be noted in the employee's personnel file that the demotion is non-disciplinary in nature.

5.13 **OUTSIDE EMPLOYMENT:** An employee shall not engage in employment other than the assigned County job if such employment interferes with the efficient performance of the employee's County job, or constitutes a conflict of interest.

5.14 **ABSENCE WITHOUT DULY AUTHORIZED LEAVE:** No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absences for other than duly authorized leave, unless there are extenuating circumstances, shall be treated as leave without pay. Unauthorized absence from duty is grounds for disciplinary action under Article 6 – Discipline and Appeal.

5.15 **RESIGNATION:** An employee wishing to leave the County service in good standing shall, at least two (2) weeks before leaving, file with their Official a written statement containing the effective date of their resignation. The notification time limit may be waived at the discretion of the Official. The Official shall forward a copy of the resignation to the official personnel record and employment record of the employee.

5.16 **REDUCTION IN FORCE:**

5.16.1 While it is the intent of the County to retain a skilled workforce to deliver services, it may be necessary to layoff employees due to budgetary reasons or the elimination of services. As soon as the County identifies that specific layoffs may be necessary, the County will meet with the union to open a dialog regarding alternatives to layoff. The decision to layoff employees will ultimately be at the discretion of the employer.

5.16.2 Notice – An Official may lay off or reduce the hours an employee works for lack of work or budgetary restrictions. The employee shall be given a minimum of sixty (60) calendar day's written notice. (NOTE: The issuance or receipt of the written "reduction in force" notice as opposed to the affected employee's actual cessation of work shall constitute the employment action for application of the filing timeline and process in Article 7 – Grievance Procedure. A copy of the

layoff notice shall be forwarded to the Clerk of the Board who shall provide copies to the Stewards and the W.S.C.C.C.E. Council 2 Staff Representative. The notice shall contain the employee's name, address and telephone number, the job classification (title) from which the employee was laid off or reduced in hours, and the date the layoff will become effective. The Clerk of the Board will maintain a master list of eligible names of those Union-represented employees who were laid off or reduced in hours for each job classification.

5.16.3 No employee shall be laid off or reduced in hours because of lack of funds in any Official's budget while another person in the same office/department is employed on a probationary or temporary basis in a job classification for which the employee being laid off or reduced in hours is qualified for. Volunteer or AmeriCorps/VISTA positions may be used to supplement the Employer's current work force, but it shall not supplant a Union-represented position. The Employer will attempt to uphold the Union position. No union-represented position will be eliminated, have its hours reduced, or otherwise be reduced in pay as a result of any volunteer or AmeriCorps/VISTA positions.

5.16.4 Seniority in Layoff Selection – If reduction in force is necessary in any office/department, positions will be eliminated and/or reduced on the basis of seniority in the job classification in the office/department. Unless otherwise agreed between the parties and agreed by the Union in writing, the Official must reduce and/or ultimately lay off the least senior employee in the affected job classification in the office/department before reducing the hours or laying off the next junior employee in that job classification.

5.16.5 Organizational Structure for Layoff – The following offices/departments are recognized:

- County Assessor
- County Auditor
- County Clerk
- County Commissioners
- County Prosecuting Attorney/Coroner
- County Treasurer
- Superior Court
- District Court:
    - Electoral District No. 1 - North Pacific County
    - Electoral District No. 2 - South Pacific County
- Department of Community Development
- Department of General Administration
- Department of Public Works
- Department of Vegetation Management
- Public Health and Human Services Department
- Washington State University Extension

5.16.6 An employee whose name is placed on the re-employment list in accordance with this Section shall retain their seniority and longevity anniversary date for one (1) year, but adjusted to reflect the layoff period. Once an employee is no longer on the re-employment list, they shall no longer have any seniority rights. The affected employee shall be responsible for notifying the Clerk of the Board of any other job classifications that the employee feels they are sufficiently qualified to fill and that they would be interested in filling if a vacancy were to become available, as well as any changes in their address, telephone number, or employment status during the 1-year re-employment priority period.

5.16.7 Bumping Rights – Employees who are notified that they will be laid off or reduced in hours may "bump" the most junior employee in another job classification in the same office/department for which they meet minimum qualifications as described in Section 5.9; provided that the employee being "bumped" has less office/department seniority than the employee doing the "bumping".

a. Part time employees may bump a portion of a part time position to restore their original FTE, but may not bump a portion of a full time position under this section.

b. Part time employees may bump a full time employee in a job they are qualified for, provided the employee they are bumping has less seniority and provided that the affected part time employee must accept the full FTE of the full time job they are bumping into.

c. Full time employees who are notified that their position will be reduced in hours, may bump a portion of a less senior employee's position for which they meet the minimum requirements, in order to restore their full time status.

d. For the purpose of this section, the term "part time" shall mean a position that is less than 1.0 FTE.

5.16.8 An employee shall have twenty (20) calendar days after receipt of notification of reduction in force as per Section 5.16.2 to notify his/her Official of his/her decision to exercise his/her right to "bump" as herein defined at the end of the 60-day notification period. Each employee that has received a Reduction in Force notice will provide the employer within 5 working days (day 1 is the first day following receipt of the notice) with a written notice of intent identifying the position he/she would potentially bump. If the employee fails to notify his/her Official in writing of his/her decision to "bump" within the allotted twenty (20) calendar days, he/she shall forfeit his/her right to "bump" in response to the applicable reduction in force notice.

5.17 RE-EMPLOYMENT:

5.17.1 Subject to the priorities listed in Section 5.9, Officials shall rehire the most senior qualified, as defined in Section 5.9, employee laid off or reduced in hours from the office/department in which the opening exists. If no qualified laid off or reduced hour employee from the office/department with the job opening is available to fill the opening, the Official shall request a copy of the master layoff list to determine if there are any employees in layoff or reduced hour status that noted they were qualified for and interested in the job classification being filled. Qualified and interested laid-off or reduced hour employees on the layoff list from offices/departments other than the office/department in which the opening exists shall be notified by certified mail of the opening and invited to apply for the position. The Official shall rehire the most senior qualified and interested employee laid off or reduced in hours from another office/department.

5.17.2 A laid off or reduced in hours employee offered re-employment must decide if they will accept the re-employment offer within three (3) working days and be available for work within fourteen (14) calendar days of the above-mentioned written notice of opening. Failure to contact the Official within the three (3) working days and/or failure to report to work within fourteen (14) calendar days constitutes forfeiture of all rights under this Section.

5.17.3 If a laid-off or reduced-hour employee refuses or fails to respond to or accept a position vacancy within the specified periods of time in the same office/department from which the employee was laid off or reduced in hours that is equal to or greater in pay than the previously held position, the individual shall be removed from the re-employment list. In all other cases, the employee has the right to refuse to accept a position vacancy one time in a twelve-month period.

5.17.4 Employees who are reappointed to a position in the office/department from which they were laid off will be placed at a compensation step no lower than that held before "bumping". Within 180 days of the re-appointment, the Official will provide a re-appointed employee with necessary training and/or certification opportunities needed to comply with job requirements that may have changed during the absent period. The Official may extend the training/certification period.

5.17.5 Employees on the recall list who fill a vacancy in different office/department from which they were laid off will be placed at a compensation step determined appropriate by the employing Official, normally not lower than step "2" unless their previous step was "1", in which case not lower than step "1". They will re-start their office seniority but retain their former longevity anniversary date, adjusted for the layoff period. Regular employees who have previously completed probation and any extensions, fill a vacancy in a different office/department will be subject to a "new" six (6) month (probation) period. During this probationary period the employee may not be terminated by the Official without cause. Any disciplinary action, up to and including discharge, will be per the terms included in Section 6.3-Procedures for Disciplinary Action.

Employees who do not satisfactorily complete the new probation period for reasons other than disciplinary actions, will be laid off and put back on the recall list. Time worked in the new position will not count against their recall period.

5.18 **EXIT INTERVIEW:** The Employer and/or Official may conduct, or have conducted, an exit interview with an employee leaving County employment. A Union representative will be allowed to be present if requested by the employee.

5.19 **OFFICIAL JOB DESCRIPTION FILE:** The Employer shall maintain one (1) official position/job description file in accordance with the job titles listed in Appendix A. The Clerk of the Board shall serve as custodian of the file. Every current Union-represented position/job description shall be kept in this file. The Union shall be notified in writing of any removal or alteration of a current Union-represented position/job description or the addition of a new position/job description.

ARTICLE 6 – DISCIPLINE AND APPEAL

6.1 **DISCIPLINARY ACTION:** The Employer will attempt at all times to operate its business in the most efficient, economical and orderly manner consistent with good management practices. Employees shall conduct themselves in a manner that will be consistent with established rules and regulations. Disciplinary action is not intended to be punitive, but rather to inform the employees of required improvements and to maintain the efficiency of day-to-day operations, in keeping with sound principles of human relations in the County services. Disciplinary action or measures shall, except for probationary employees, be taken for just cause and will include only the following steps, which may occur in the order listed below, unless the actions of the employee warrant more severe measures:

Verbal warning

Written warning

Suspension (notice to be given in writing)

Demotion (notice to be given in writing – see Section 5.12)

Discharge (notice to be given in writing)

New employees on probationary status may be disciplined for cause without rights to the grievance process provided in Article 7 and may be terminated without cause as provided in Section 5.8 (the Probationary Section of Article 5).

6.2 **CAUSES FOR DISCIPLINARY ACTION:** The following are some examples of the types of detrimental behavior or actions that may result in disciplinary action:

A. Use of intoxicating beverages, marijuana, or the use of illegal drugs on the job, or arriving on the job under the influence of intoxicating beverages, marijuana or illegal drugs; and abuse of prescription drugs while on duty;

B. Violation of lawful duty;

C. Insubordination;

D. Being absent from work without first notifying the employee's supervisor;

E. Being unreasonably tardy;

F. Commission of a felony or of a misdemeanor involving theft or loss of County funds, or commission of a crime for which an employee is required to register as a sex offender;

G. Soliciting fees, gifts, or other valuable items in the performance of the employee's official duties for the Employer;

H. Inability to perform the assigned job satisfactorily;

I. Misuse of Paid Sick Leave and/or other leaves;

J. Dishonesty in any form.

6.3 **PROCEDURES FOR DISCIPLINARY ACTION:** The degree of discipline administered depends on the severity of the infraction. It is the responsibility of the Official to evaluate thoroughly the circumstances and facts as objectively as possible.

6.3.1 Employees shall be afforded all Constitutional procedural rights including those established in the Weingarten and Loudermill cases and/or any subsequent applicable case law. With the exception of a verbal warning, an available Union representative of the employee's choice will be informed of and afforded the opportunity to be present at any disciplinary investigation, interview, or disciplinary meeting during which discipline other than a verbal warning is issued, unless such presence is freely waived by the employee. (NOTE: The employee will be allowed to choose their representative for any such disciplinary investigation or interview from any available Steward or representative.)

6.3.2 There are several types of disciplinary action. Before proceeding with any disciplinary action that would subject an employee to a loss of normal earnings, the Official must inform the employee(s) of the alleged wrongdoings in a meaningful manner and afford the employee(s) an opportunity to explain the circumstances in a reasonable timeframe of one to three days, unless extended by mutual agreement.

6.3.3 **LEVELS OF DISCIPLINE:**

A. **VERBAL WARNING:** This type of discipline should be used for infractions of a relatively minor degree. Officials should at all times inform the employee in private that it is a verbal warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. Verbal warnings are not subject to the grievance procedure. (NOTE: Any notation pertaining to a verbal warning that is placed in the employee's official personnel record meets the definition of a written warning and shall be subject to the rules in paragraph 6.3.3.B.) Documentation of a verbal warning may be kept in an official verbal

warning log by the official. Verbal warnings shall be clearly identified to the employee at the time a verbal warning is delivered, and documentation of said verbal warning shall be provided to the employee at the same time. The employees may submit a clarifying or rebuttal statement that shall be retained with the applicable verbal warning log. The verbal warning log maintained for each employee shall be made available to that employee for review upon request.

B. **WRITTEN WARNING:** This notice will be issued by the Official in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Official will set forth in the notice the nature of the infraction in detail and will sign the notice and discuss it with all parties to assure the reasons for the disciplinary action are understood by all. Written warnings shall remain in the personnel file for at least twelve (12) months following the date of issuance, and then may be removed at the employee's request if there has been no other disciplinary action in that 12 month period. Any employee issued a written warning is entitled to submit written comments which will be attached to and remain with the written warning.

C. **SUSPENSION:** This is a significant form of discipline that is to be administered as a result of a severe infraction or for repeated violations after the employee has received a written warning and has not adequately improved performance. It should be applied only after a thorough evaluation by the Official. The Official shall set forth in writing the facts leading to the reason for the disciplinary suspension and the duration of the suspension. The employee shall be informed of the disciplinary action, and the Official shall make certain that the employee is fully aware of the reasons for such action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file with a copy provided to the employee and unless freely waived, the Union. When an employee returns from disciplinary suspension, the Official and all other employees should make certain that the employee returns to the job with as little impact as possible.

D. **DEMOTION**: This is a significant form of discipline that is to be administered as a result of a severe infraction or for repeated violations after the employee has received a written warning and has not adequately improved performance. It should be applied only after a thorough evaluation by the Official. The Official shall set forth in writing the facts leading to the reason for the disciplinary demotion. The employee shall be informed of the disciplinary action, and the Official shall make certain that the employee is fully aware of the reasons for such action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file with a copy provided to the employee and unless freely waived, the Union.

E. **DISCHARGE:** Prior to taking action on the discharge of an employee, the Official must be certain of all facts influencing the decision and should attempt at all times to be as objective as possible in the evaluation of the circumstances leading to the discharge. Prior to finally deciding to discharge an employee, the Official shall meet with the employee to discuss the nature of the evidence against the employee and allow the employee an opportunity to respond. The Union will be notified at least thirty-six (36) hours before any Official conducts a pre-termination hearing unless the presence/involvement of the Union in that disciplinary matter has been freely waived by the employee.

F. **PAID ADMINISTRATIVE LEAVE**: If, in the opinion of the Official the infraction is so severe as to necessitate immediate removal from the working environment, the official should take action by placing the employee on paid administrative leave until circumstances are reviewed prior to final action. If at the conclusion of the investigation of the infraction the employee is either disciplined or terminated any leave accrued during the paid administrative leave will be subtracted from the employee's medical and vacation leave banks.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 **POLICY:** The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and Union-represented employees are expected to make every effort to resolve problems as they arise. However, there may be instances where grievances can be resolved only after formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

7.2 **DEFINITION:** A grievance is an alleged wrong or dispute considered by the Union as grounds for complaint that pertains to employment conditions covered by this Agreement, or to its application, meaning or interpretation. (See Section 5.16.2 for special note pertaining to "reduction in force" employment actions.)

7.3 **PROCESS:** Grievances shall be processed in the following manner and within the stated time limits, unless by mutual consent in writing by the applicable Official(s) and the Union, any or all time limits as specified in the grievance procedure are waived. Grievances must have occurred within the past thirty (30) calendar days to be eligible for processing. Disciplinary or termination grievances shall be initially filed at Step Two, within 30 calendar days of the disciplinary action.

7.3.1 **STEP ONE:** The grievant(s) and a Union representative or the Union Representative (i.e., Staff Representative, Steward, or Officer serving as a Steward) shall discuss the grievance with the non-union Supervisor involved. If the grievance is not resolved within five (5) regular working days of this initial discussion, the Union may proceed to Step Two.

7.3.2 **STEP TWO:** By the tenth (10th) regular working day following the initial discussion, the grievance shall have been transferred to writing and presented to the appropriate Official(s). The written grievance shall contain the following information: 1) a general statement explaining the conditions or the actions which might require remedy, 2) the remedial action requested, 3) the section(s) alleged to be improperly administered or violated, and 4) the signature of the authorized Union representative.

If requested by either party, the appropriate Official(s) shall meet with the grievant(s) and/or the Union representative to attempt to resolve the grievance.

The Official(s) shall respond to the grievance in writing within five (5) regular working days following receipt from the Union of the written grievance or if applicable, the meeting held with the Union to discuss the grievance. The response shall include the Official's decision and/or proposed resolution(s). If the grievance is not resolved, the Union may proceed to Step Three.

7.3.3 **STEP THREE:** Provided the formal arbitration request is so-noted by the Union, this Step may be bypassed if a grievance is considered non-financial and under the auspices of an elected Official other than the Board. Otherwise, copies of the grievance with the Official's response shall be forwarded by the Union to the Board within ten (10) regular working days of receipt of the Official's answer. The Union's written referral must explain: 1) how and/or why the matter in dispute is financial, and 2) how and/or why the Official's response was found to be unacceptable. Within ten (10) workdays after receipt of the grievance, the Board shall either notify the Union and the involved Official(s) that the Board determined that it lacks jurisdiction because the grievance is not financial, or schedule a meeting with the grievant(s) and/or the Union.

If the Board has found the grievance is not financial, the involved Official(s) shall meet with the grievant(s) and/or the Union within five (5) regular workdays of receipt of the Board's written notification.

Within five (5) regular workdays following the meeting held in accordance with this Section, either the Board or the other elected Official(s), as appropriate, shall render a written decision pertaining to resolution of the grievance.

7.3.4 **STEP FOUR:** To proceed with this Step, the Union must serve written notice of a demand for arbitration on the Employer within twenty (20) regular working days after receipt of the decision in Step Three. The arbitration demand shall be accompanied by a written explanation of how and/or why the Employer's Step Three decision failed to satisfactorily resolve the grievance.

Within ten (10) working days from the submission of the request for arbitration, both parties shall meet and attempt to mutually agree upon an arbitrator. If an arbitrator is not mutually agreed upon, the Union shall request a list with the names of at least seven (7) arbitrators from either the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days after receipt of the requested list of names, the parties shall confer and alternately strike names from the list until one (1) name remains who shall serve as the arbitrator. The Union shall strike the first name.

At least fifteen (15) working days before any scheduled arbitration date, the parties shall confer in an attempt to define the issue(s) of the grievance. In addition, they shall attempt to agree upon and/or coordinate the scope of the record (i.e., exhibits, witnesses, special facilities or equipment) to be presented to the Arbitrator at arbitration.

In any arbitration proceeding held pursuant to this Agreement, the arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this Agreement and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be made in writing within thirty (30) days after the conclusion of testimony and shall be final and binding on both parties.

The cost of the arbitrator's services shall be borne by the parties equally. The grievant(s) and the relevant county-employed Union representative(s) may attend the arbitration hearing without loss of regular compensation. Each party shall be financially responsible for its attorney fees and its presentation costs.

7.4 Failure of the Union to follow the steps, methods and time limits prescribed herein shall constitute abandonment of the grievance. Failure of the Employer to follow the steps, methods and time limits beyond Step One prescribed herein shall resolve the grievance in favor of the Union. The parties may mutually agree in writing to extend the time limits. Parties concerned in any grievance shall continue to work according to conditions that existed prior to the dispute until the grievance has been resolved or through Step Three of the grievance procedures, whichever is earlier.

7.5 A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved.

ARTICLE 8 – HOURS OF WORK

8.1 The normal workweek shall consist of five (5) consecutive days commencing on Monday and ending Friday with a workday of eight (8) hours commencing at 8:00 a.m., having one hour for a meal period at mid-shift, or as near as can mutually be agreed upon such that it does not affect the operation of the assignment area, and ending at 5:00 p.m. The meal period shall be on the employee's own time.

8.2 An optional alternative workweek consisting of four (4), ten (10) hour days within a one week period, or eight (8) – nine (9) hour days and one eight (8) hours day within a two week period (aka a 9/80 schedule) may be agreed to between an employee and the employee's Official, provided the days need not be consecutive and the operation of the assignment area is not negatively affected; that is, if more than one employee of an assignment area desires an optional work schedule, the days of assignment should be staggered.

8.3 Temporary changes, meaning a period not to exceed three (3) calendar months within a 12 month period, to established work schedules may be made with the agreement of the Official(s) and employee(s) involved, or to meet the needs of the Employer, to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments.

8.3.1 Employers may authorize flex-time or alternative work schedules, with mutual agreement of the employee.

A. Flexible work schedules shall be temporary in nature and shall be mutually agreed upon between the Employer and the employee. Flex-time schedules, by example only, shall be schedules that are adjusted within the work day or within the work week. A flexible work schedule (week and/or day) should be allowed so long as the change does not negatively affect the operation of the assignment area. Flexible work schedules shall not be unreasonably denied or refused.

B. Alternative work schedules, by example only, shall be schedules that allow for schedules other than five (5) consecutive eight (8) hour days, Monday through Friday, such as Wednesday thru Sunday schedules or nine/eighty schedules. All alternative work schedules shall be reduced to writing and approved by the Employer, employee and the Union.

C. Regular Part Time Schedules are established at the time of hire and shall be changed only by mutual agreement of the employer, employee and the Union, as long as the employee's budgeted FTE remains the same as on the date of hire.

8.4 **OVERTIME:** Overtime, payable at the rate of one and one-half times the employee's hourly rate of pay, including applicable longevity in accordance with Article 10, shall be paid for all hours in paid status over forty (40) hours in any one workweek for all employees that have been officially appointed to and are funded by the board to fill a 1.0 FTE position. Further, overtime shall be paid to all employees that have been officially

appointed to and are funded by the board to fill a 1.0 FTE position for all hours in paid status over eight (8) hours for a normal schedule and ten (10) hours for an optional schedule for 1.0 FTE employees. For other alternative schedules, overtime shall be paid for all hours worked in excess of the agreed upon regular alternative workday. Overtime for employees that have been officially appointed to and are funded by the board to fill a less than 1.0 FTE position shall be paid only for those hours worked in excess of forty (40) hours in a work week.

8.4.1 Unless special qualifications are needed for the work to be performed, overtime will be offered and distributed on the basis of seniority within the assignment area.

8.4.2 Upon request of the employee and approval of the employer, an employee may receive compensatory time off (comp time) in lieu of overtime pay. Comp time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Comp time hours must be used by the end of the third month following the month in which the hours were earned and accrued or as mutually agreed between the employee and Official.

8.4.3 Actual scheduling of the time off will be arranged with the Official such that it does not interfere with the operation of the assignment area.

8.4.4 The Employer will abide by State and Federal laws regarding the payment of overtime. All overtime shall be pre-authorized by the Department Head or Elected Official. An employee may appeal any disallowance decision for review by the Board by filing a request for review with the Clerk of the Board within ten 10) days of the employee becoming aware of the Official's decision to disallow such overtime. The Board's review shall occur at its next regularly scheduled meeting or at a later meeting if requested by the employee.

8.5 ON CALL: Nurses who are asked by management to cover after-hours call will be compensated an additional $100 per consecutive seven (7) day period. Call time will be awarded based on seniority. This additional pay should be considered full compensation for being on call, including any time in which the employee actually receives, and/or answers calls received after hours. If the on-call public health nurse is called out, section 8.6.1 below applies.

8.6 **CONTACT TIME/CALL OUTS:** Employees contacted by their Officials and/or Supervisors during off-duty hours for job-related information shall be compensated for the contact time as overtime with a minimum of one-half (1/2) hour per contact. This provision shall not apply if the information being solicited should have been passed on at the conclusion of the contacted employee's shift in the form of written correspondence or computer mail and:

A. The Official has provided employees with a written policy concerning when information in the form of written correspondence or computer mail should be passed on to a supervisor at the end of an employee's shift, and

B. The employee failed to follow the relevant written policy.

Repetitive contacts during each one-half (½) hour period shall not warrant additional compensation.

8.6.1 Employees called back to work or into service from scheduled time off shall be compensated for the time worked as overtime with a minimum of two (2) hours per call out.

8.7 **REST BREAKS:** The employer shall ensure that rest breaks are provided to employees in accordance with Washington State Law. Employees are entitled to one (1) fifteen (15) minute break in each half of a workday of at least eight (8) hours, as set out in Sections 8.1 through 8.3.2. One (1) fifteen (15) minute break will be provided for a workday of at least five (5) hours. Rest breaks must be used during the time period they are earned and may not be saved for later use.

ARTICLE 9 – WAGES

9.1 Employees filling Regular Full Time Positions that have a confirmed Employer appointment percentage of 100% (1.0 FTE) shall be compensated in dollars per month. All other employees, including employees filling Regular Full Time Positions with a confirmed Employer appointment percentage of less than 100% (less than 1.0 FTE), and all casual positions, temporary positions, and regular part time positions shall be compensated in dollars per hour using the salary grade for the applicable job classification listed in Appendix A and the appropriate (monthly salary or hourly rate) Compensation Schedule in Appendix C.

9.1.2 **IMPLEMENTATION OF STEP PLAN:** Progression from any one Step to the next higher Step within any Salary Grade identified in the Compensation Schedule (Appendix C) shall be governed by Section 9.1.3 of this Agreement.

9.1.3 An employee initially placed on the payroll on or before the fifteenth (15th) of the month shall receive his/her step increase at the beginning of the month during which the step increase has been earned. An employee initially placed on the payroll after the fifteenth (15th) of the month shall receive his/her step increase on the first of the month following that during which the step increase has been earned. In general, the appointee will enter employment in a particular position with the Employee at Step "1" for a period of one (1) year, or one thousand four hundred forty (1,440) hours, which is the minimum needed for qualification as a Regular Full Time Position (120*12=1,440). The employee will serve one thousand four hundred forty (1,440) hours or one (1) year, whichever is longer, at each higher Step in the compensation schedule unless or until the employee is transferred, promoted, or demoted; in which case, the cycle shall be appropriately readjusted. If a part time FTE moves to a full time position the new step date shall be the date they start the full time position following the above schedule, i.e. before the 15th the first and after the 15th the beginning of the next month.

9.1.4 **PAY METHOD AND DATE:** The salary of employees represented by this Agreement for services rendered for a given month will be paid via electronic direct deposit to the employee(s). If there is an unforeseen incident out of the employer's control, the deposit will be made within three (3) to five (5) working days. Prior to implementation of a new pay date, the parties shall meet and bargain the impacts of this change in pay date.

Effective January 2021, pay dates will be changed to the 12th of each month, with a draw of up to fifty percent (50%) of pay on the 26th of each month.

- Employees will be paid on December 31, 2020 per current schedule.
- On January 15, 2021, employees may take a draw, and lag payroll for December 2019 will be paid.
    - There will be no draw on January 26, 2021 - draw is allowed early on January 15, 2021.
- For one time only, in the first pay period of fiscal year 2021, an employee may "cash out" a maximum of eighty (80) hours of aggregated (annual and/or paid sick) leave, with the following conditions:
    - A maximum of forty (40) hours of paid sick leave may be used, so long as the employee retains at least eighty (80) hours of paid sick leave in their bank.
    - A maximum of eighty (80) hours of annual leave may be used, so long as the maximum aggregated (annual + paid sick) leave being cashed out does not exceed eighty (80) hours
        - For example, if the employee chooses to cash out the maximum allowable forty (40) hours of paid sick leave as outlined above, the maximum amount of allowable annual leave that may be used will be forty (40) hours, giving the employee a grand total of eighty (80) hours of aggregated leave.
- Leave cash out would be paid on the last working day of January 2021.
- On February 12, 2021, employees will be paid for the month of January.
- On February 26, 2021, employees may take a draw of up to fifty percent (50%) of their pay.

Change in pay date is contingent on agreement by other collective bargaining units, management and elected officials.

9.1.5 **PAYROLL ADMINISTRATION**: If an employee submits a time sheet or payroll form claiming attendance at work for all or a portion of the remainder of any given month, and then fails to report for work for any reason during that time period and does not have sufficient medical, annual or any other applicable and approved compensable leave in his/her leave bank equivalent to the hours missed during that month, he/she shall have his/her wages docked from the next pay period equivalent to the value of the hours of insufficient leave. The Employer has the right to adjust an employee's pay dates from monthly to bimonthly with

one (1) months advance notice if "adjustments to the next pay period pay" have to be made more than two (2) times in a given year, and when the employee's leave balances fall below forty (40) hours total accumulated leave (sick and vacation). This adjustment in pay period will continue for a minimum of a 12 month period, and until such time the employee has worked three (3) consecutive months with accumulated leave in excess of forty (40) hours.

9.2 **OUT OF CLASS PAY:** Employees required to work in a higher job classification shall be compensated at the rate of pay determined by applying the employee's current salary step and the grade assigned to the higher classified position description for each hour worked at the higher rate.

When a 367C-represented employee is required to work in a management position, that employee will be paid at the compensation step of the management position that provides at least a five percent (5%) increase. Should that increase result in the employee's compensation falling between steps, the employee will be compensated at the higher step.

All annual, sick, holiday, bereavement and other leave payment shall be compensated at an employee's base rate, including longevity, and not at an out of class rate. Out of class pay shall be paid only for those duties considered outside of and at a higher grade classification than the employee's current job classification.

The Official shall document in writing the reasons that necessitate out of class pay. This documentation shall be given to the Board. At minimum, the Official must submit separate written documentation for each month that an employee receives out of class pay. This written documentation must be received by the Board and the Auditor before out of class pay will be paid.

Any language added to a job description such as "does other work as assigned" or "shall assume in the absence of" shall not preclude payment of out-of-class pay.

9.3 **RECLASSIFICATION:** Employees whose positions are reclassified shall be placed in the new grades at the same steps they held prior to the reclassification.

9.4 **PROMOTION:** An employee who is promoted shall be placed at the compensation step in the new position's classification grade that provides at least a five percent (5%) increase.

9.5 **DEFERRED COMPENSATION:** Employees shall be eligible to participate in any deferred compensation plan(s) offered to any other County employees.

9.6 **COMPENSATION:** The compensation schedule(s) referenced in Section 9.1 shall be adjusted to reflect the following and presented as Appendix C:

9.6.1 Effective January 1, 2020, the Appendix C Compensation Schedule will be increased by five percent (5.0%) vs. the compensation schedule from the previous fiscal year.

9.6.2 Effective January 1, 2021, the Appendix C Compensation Schedule will be increased by two percent (2.0%) vs. the compensation schedule from the previous fiscal year.

9.6.3 Effective January 1, 2022, the Appendix C Compensation Schedule will be increased by one and one-half percent (1.5%) vs. the compensation schedule from the previous fiscal year.

ARTICLE 10 – LONGEVITY

10.1 An employee's compensation rate as delineated in Article 9 will be adjusted as follows:

CONTINUOUS SERVICE	FACTOR (Pay Rate + Percentage)
1st month through 96th month (Day 1 of employment through end of 8th year)	0.0%
97th month through 120th month (Beginning of 9th year through end of 10th year)	1.5%
121st month through 180th month (Beginning of 11th year through end of 15th year)	2.5%
181st month through 240th month (Beginning of 16th year through end of 20th year)	4.0%
241st month through 300th month (Beginning of 21st year through end of 25th year)	6.0%
301st month and beyond (Beginning of 26th year)	8.0%

10.2 Effective upon ratification of this agreement, longevity compensation shall be effective as follows: an employee initially placed on the payroll on or before the fifteenth (15th) of the month shall receive his/her longevity increase at the beginning of the month during which the longevity increase has been earned. An employee initially placed on the payroll after the fifteenth (15th) of the month shall receive his/her longevity increase on the first of the month following that during which the longevity increase has been earned. This date will then be considered the employee's official longevity anniversary date.

ARTICLE 11 – GROUP INSURANCE

11.1 The Employer shall provide payments toward premiums of approved group insurance programs in accordance with the provisions and adoptions outlined herein. All employees who are regularly scheduled to work at least twenty (20) hours each week and their eligible dependents shall be covered by approved insurance programs available through the carrier(s) of the Union's choice with concurrence of the Board for medical, dental, life and accidental death or disability, and vision.

The Employer and the Union agree that during the term of this Agreement alternative health insurance programs will be explored and may be implemented upon mutual agreement of the parties.

11.2 **ENROLLMENT:** Enrollment adjustments for these group insurance programs shall be during the open enrollment period(s) prescribed by the applicable carrier(s).

11.3 **BENEFIT POOL:** There shall be an insurance benefit pool that operates as follows:

11.3.1 An insurance benefit pool shall be maintained for those employees officially appointed to and funded by the Board to fill Regular Positions equal to or exceeding 0.5 FTE. An employer contribution shall occur only on behalf of those employees filling positions that have been officially appointed to and funded by the Board at a level equal to or exceeding 0.5 FTE.

On January 1, 2020, the employer contribution to the insurance benefit pool shall be equal to nine-hundred and fifty-five ($955.00) dollars per month. Effective January 1, 2021, the employer contribution shall be nine-hundred eighty-five ($985) dollars per month, and on January 1, 2022, the employer contribution shall be one-thousand fifteen ($1,015) dollars per month for employees that have been officially appointed to and are funded by the Board to regular full time positions which are 0.7 FTE or greater.

The employer contribution for employees officially appointed to and funded by the Board to positions equal to or greater than 0.5 FTE but less than 0.7 FTE shall be based strictly on the percent of appointed FTE (i.e. $800/month*%FTE).

11.3.2 On the basis of the dollars generated by employer contributions to the insurance benefit pool in accordance with Section 11.3.1, the Employer will divide the pool funds equally to each participating employee. From this pool, the Employer shall make contributions to the approved insurance programs on behalf of employees and their eligible dependents. It is understood that the Employer's benefit contribution level may vary each month.

11.3.3 In no case shall any employee receive more than the amount necessary to pay for that individual's insurance plan, as determined by the most recent approved insurance application form on file with the Employer. If an employee's insurance plan premium is greater than the Employer's contribution distributed pursuant to Section 11.3.2 above, that employee agrees to a payroll deduction sufficient to pay for the additional premium costs.

11.3.4 Those employees whose insurance premiums on their behalf exceed the dollar limits set forth above will proportionately share in the pool shortfall.

11.4 **PART TIME:** The Employer will neither make the group health insurance and group term life insurance programs available for nor make any financial contribution towards those employees who are not regularly scheduled to work at least twenty (20) hours each week (0.5 FTE).

11.5 **CONFIRMATION OF CARRIERS:** The Employer retains the right to confirm insurance carriers for any or all of these coverages. The parties agree to negotiate in a timely manner any change in the above coverages and the impacts of those changes. Nothing in this agreement shall prevent the parties from exploring and implementing with mutual agreement, alternative health insurance provider options.

11.6 **VOLUNTARY EMPLOYEE'S BENEFICIARY ASSOCIATION (VEBA)**

11.6.1 The Employer and the Union have agreed to establish a Voluntary Employees' Beneficiary Association (VEBA) which is funded by a Health Reimbursement Arrangement (HRA).

11.6.2 Employees wishing to participate in an HRA VEBA may do so by opting out of the medical insurance provided by the employer. To qualify, the employee must provide proof of qualifying medical group coverage that meets minimal essential coverage as defined by the Affordable Care Act. Employees who opt out of the medical insurance must still purchase Pacific County's Vision, Dental and Life Insurance plans.

11.6.3 The parties agree that for employees who opt out of the medical insurance at Pacific County, the employer will contribute the balance of the employer medical benefit contribution remaining after subtracting mandatory vision, dental and life insurance deductions as per the following formula:

a) Sixty percent (60%) into the individual employee's VEBA account.
b) Forty percent (40%) into the Union's insurance pool.

ARTICLE 12 – HOLIDAYS

12.1 Holidays observed by the County pertaining to this Agreement are:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day following Thanksgiving Day
- The working day prior to Christmas Day
- Christmas Day (December 25)
- Any day proclaimed a legal holiday by Resolution of the Board.

12.2 Holidays which occur during annual leave or Paid Sick Leave shall not be charged against such leave.

12.3 Should the listed holiday fall on Saturday, the preceding Friday shall be considered the holiday, and if the listed holiday falls on a Sunday, the following Monday shall be considered the holiday. Should the Holiday fall on a regularly scheduled day off, the employee, with mutual agreement of the employer, shall choose an alternative day off (or in the case of part time employees, an alternate pro-rated day off) to observe the holiday. If a part time employee takes an alternate pro-rated day off the balance of time for that day must be made up with vacation time. With mutual agreement of the employer and the employee, part time employees, for whom the holiday falls on a regularly scheduled day off, may choose to be paid for the applicable FTE portion of the holiday in lieu of selecting an alternate day off.

12.4 Employees shall be paid for all holidays observed by the County as delineated in Section 12.1. Payment for those holidays is based upon the employee's confirmed Employer appointment percentage of full-time equivalency ("FTE"). For example, full-time employees receive eight hours pay at the employee's normal rate of pay, whereas a fifty percent (0.5 FTE) employee shall receive pay for four hours. [SPECIAL TERM – HOLIDAYS ONLY: If an employee is regularly scheduled to work the optional 4/10 workweek (Section 8.2) or a 9/80 schedule for the entire month in which there is an observed holiday, the employee shall receive ten (10) hours pay, or pay for their regular scheduled hours, respectively (such as 9 hours Holiday pay for those on a 9/80 schedule) at the employee's normal rate of pay.]

12.5 Employees shall receive one and one half (1-1/2) times their hourly rates of pay for all time actually worked on these holidays in addition to compensation for the holiday.

ARTICLE 13 – ANNUAL LEAVE

13.1 Employees on probationary status shall not accrue nor be eligible to use annual leave during their probationary period, excluding any extended probationary period. Upon satisfactory completion of their probationary period, or if an employee is placed on extended probation, the employee shall be awarded six (6) normal workdays of annual leave based upon the employee's confirmed Employer appointment percentage of full-time equivalency, and shall thereafter earn and accrue annual leave in accordance with the following annual leave schedule:

EMPLOYMENT PERIOD	TOTAL HOURS OF ANNUAL LEAVE EARNED PER MONTH	TOTAL DAYS OF ANNUAL LEAVE EARNED PER MONTH	MAXIMUM HOURS OF ACCRUED ANNUAL LEAVE
7th month through 60th month (Beginning of 7th month through end of 5th year)	9.34	1.1675	360
61st month through 120th month (Beginning of 6th year through end of 10th year)	11.34	1.4175	360
121st month through 180th month (Beginning of 11th year through end of 15th year)	13.34	1.6675	360
181st month through 240th month (Beginning of 16th year through end of 20th year)	15.34	1.9175	360
241st month and beyond (Beginning of 21st year)	18.00	2.2500	360

13.2 Payment for annual leave is based on the employee's confirmed Employer appointment percentage of full-time equivalency. For example, full-time employees receive eight (8) hours pay, whereas a fifty percent (0.5 FTE) employee shall receive payment for four (4) hours for each day of annual leave.

13.3 Annual leave shall be credited monthly at the start of the first working day of the month following accrual, to the employee's accrual account using the applicable amount in the table in Section 13.1. Annual leave shall be earned, used and accounted for on a first-in, first-out basis. Except for an employee's final month of employment, annual leave shall not be credited to an employee's accrual account, nor shall it be authorized for use, during the month of accrual. Applicable only to an employee's final month of employment, his/her final month's annual leave accrual shall be credited on his/her last day of employment.

13.4 An employee's request to take annual leave credited to the employee shall normally be honored, provided it does not interfere with workload requirements and schedules. Employees with the greater seniority shall be given preference for annual leave requests; except, when the Official has previously granted an employee's annual leave request, it shall not later be denied as the result of a more senior employee's or supervisor's request superseding the employee's plans.

13.5 During normal working hours, the employee's first obligation is in the performance of County duties. If during normal working hours an emergency is declared and assistance is required by the local Fire Chief, County Sheriff or Director of Emergency Management, or their authorized designees, the employee may be asked to respond and/or report to a different department or work site location. Employees asked to leave assigned assignment areas under such emergency response shall report such time to their Official and be compensated for hours worked.

Volunteer firefighters or EMTS who respond to "routine" emergency calls in their district can leave work with prior approval of their Official and will not be compensated, however the employee can use vacation or accrued comp time to cover their absence.

13.6 Unused and accrued annual leave shall be paid to an employee at his/her regular compensation rate in effect at the time of termination. Annual leave may not used to extend employment.

13.7 Annual leave shall be taken in blocks of not less than one-half (1/2) hour.

13.8 The Employer shall provide to the employees a mid-year review of leave balances and may require employees to establish a plan for use or cash out of annual leave so long as the employee maintains a minimum of 160 hours of total leave (annual + sick). Any annual leave in excess of the maximum days of accrued annual leave as set forth in Section 13.1 not taken or cashed out during a calendar year shall be forfeited.

13.9 **DONATED LEAVE:** Per the County Donated Leave Policy per Board of County Commissioners' Resolution No. _____ dated _____. Upon agreement by both parties, a Resolution number and date will be inserted to reflect the revised County Donated Leave Policy.

ARTICLE 14 – PAID SICK LEAVE

14.1 Paid Sick Leave is available for employees to care for their health and the health of their immediate family in accordance with the Pacific County Paid Sick Leave Policy and any future amendments thereto as adopted by the Board of County Commissioners on February 13, 2018. The parties agree that prior to adoption of any future amendments, the County will provide the Union the opportunity to negotiate those proposed changes.

14.2 Except for conversions due to retirement noted later herein, the first two hundred forty (240) hours of unused Paid Sick Leave shall accumulate into a Paid Sick Leave bank and be available to the employee solely for the purpose of Paid Sick Leave. Paid Sick Leave accumulated and unused between two hundred forty (240) hours and nine hundred sixty (960) hours may be converted into annual leave during January and July each year as follows:

PAID SICK LEAVE ACCRUAL BALANCE (in hours)	PAID SICK LEAVE HOURS REDUCED	ANNUAL LEAVE HOURS ADDED
Over 720	4	1
Over 480, but not more than 720	3	1
Over 240, but not more than 480	2	1
240 or less	NA	NA

Paid Sick Leave hours accumulated and unused in excess of nine hundred sixty (960) hours will be converted into annual leave at the rate of one-quarter (¼) hour of annual leave for every hour of accumulated Paid Sick Leave and added to the employee's annual leave bank.

There shall be no severance pay for accumulated and unused Paid Sick Leave except that converted into annual leave.

At the date of retirement and after submission of a written notice of such, an employee's entire accumulated Paid Sick Leave bank may be converted into annual leave according to the above schedule, except that the first two hundred forty (240) hours of accumulated Paid Sick Leave may also be converted at the rate of one-half (½) hour of annual leave for every hour of accumulated Paid Sick Leave.

An employee will not accrue any additional leave (sick or vacation) during the period of extended employment at time of retirement.

14.3 Paid Sick Leave shall be taken in blocks of not less than one-half (1/2) hour.

ARTICLE 15 – OTHER LEAVES

15.1 **JURY DUTY LEAVE:** While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the Employer, but the employee shall reimburse the County the amount of jury or witness fees actually received. An employee who desires to retain such fees or to voluntarily serve as an expert witness and receive the appropriate fee will not receive any payment from the Employer other than payment for authorized paid leaves for said absence.

15.2 **MILITARY LEAVE:** Per WAC 38.40.060, Any officer or employee of the Employer who is a member of the State National Guard or Military Reserve Unit shall be entitled to be absent from duty with the Employer with full pay for up to twenty-one (21) calendar days during each year (October 1 – September 30), while engaging in the performance of officially ordered military duty or training, and while going to or returning from such duty in accordance with the laws of the State of Washington. Such leaves shall be in addition to any other leave or vacation benefits. Employees who are called or volunteer for service with the Armed Forces of the United States or the Washington State National Guard shall be considered for reinstatement in accordance with the provisions of the applicable statute.

Under the terms of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) (20 C.F.R. §1002, an employee who leaves county employment to enter active duty is entitled to return to his or her job after discharge or release from active duty subject to five (5) basic eligibility requirements:

1. The person must have been released from service under honorable conditions and must furnish proof of that release;
2. The person must have held a civilian job "other than temporary" at the time he or she entered active duty;
3. The employee must have left the civilian job for the purpose of going into active duty, and must have given notice to his or her employer to that effect;
4. The employee must apply in writing **within 90 days** of separation or release from training or service (lesser periods apply when the period of service is 180 days or less); and
5. The period of service must **not exceed five (5) years.**

The reemployment rights are available whether the person is in combat, active duty for training, or inactive duty.

15.3 **BEREAVEMENT LEAVE:** Paid Bereavement leave not to exceed three (3) workdays may be used due to death of any member of the employee's immediate family (As defined in Article 1.7). Should extended travel become necessary for death in the immediate family, special arrangements can be made at the discretion of the Official. An employee may use sick leave not to exceed three (3) workdays in the event of death of a member of the employee's household that is not an immediate family member. Additionally, one (1) day of sick leave may be used for the death of any family member not included in Article 1.7.

15.4 WORKER'S COMPENSATION:

15.4.1 In accordance with State statute, employees are eligible to receive State Industrial Insurance. Any employee who is eligible for State Industrial Insurance because of an injury received while performing their County duties may be paid medical and/or annual leave in the amount of the difference between eighty-five percent (85%) of the employee's normal gross pay and that paid by State Industrial Insurance after the first three (3) days off the job. The full amount of leave shall be paid for the first three (3) days. Should an employee later be paid by State Industrial Insurance for the first three (3) days of absence, the amount paid the employee by State Industrial Insurance for the three (3) days shall be credited to Pacific County from money due the employee in the next payroll period. The pro-rata share of leave, as determined by the ratio of regular leave and State Industrial Insurance, may be charged to the employee for time off the job if County subsidy (leave) is requested by the employee.

15.4.2 No employee shall return to work from a disability injury covered by State Industrial Insurance until the ability of the employee to perform the regular assigned work has been verified, and if necessary, rehabilitation has been conducted. The Employer may request written verification by a physician that the employee can perform the assigned work. If the degree of disability of an employee does not limit their ability to fully perform the activities of another position, the employee may, at the option of the Official, be temporarily reassigned to such position until fully rehabilitated to perform the regular job assignment. The employee must return to work within one (1) workday of release by the physician. The employee will then be placed in the same position or in a like position to the one they held prior to being injured.

15.4.3 If during a calendar month the total compensation paid to an employee by combining State Industrial Insurance and the employee's leave credits being applied is sufficient to qualify, then the employee shall be eligible to receive all benefits offered other Union employees (accruals will be credited by calculated FTE).

15.4.4 If during a calendar month the total compensation paid to an employee by combining State Industrial Insurance payments and the employee's leave credits being applied is not sufficient to qualify, then the employee shall not be eligible to receive any benefits offered other Union employees, except statutory benefits. An employee who wishes to remain covered by the group health/life insurance program in accordance with Article 11 will be responsible for payment of the insurance premiums in advance of the coverage period.

15.4.5 Prior to fully using their eligible medical and/or annual leave credits, an employee shall have the sole responsibility to apply in writing for a leave of absence without pay.

15.5 FMLA/PARENTAL/FAMILY/SERIOUS HEALTH CONDITION LEAVE:

15.5.1 The FMLA/Parental/Family/Serious Health Condition Leave Policy shall be governed by the Federal Family and Medical Leave Act and the Washington State Family Leave Act. Employees may utilize their entire Paid Sick Leave and annual leave accruals, or parts thereof, or may request a leave of absence without pay in accordance with Section 15.6. In keeping with Federal Law, the County may require full use of annual, sick and other appropriate leaves during FMLA/Parental/Family/Serious Health Condition leave. However, an employee may preserve up to forty (40) hours of leave at his/her discretion to be unused during FMLA/Parental/Family/Serious Health Condition leave. If an employee exercises the option to preserve said leave, he/she shall present a formal written request to his/her Official or designee that will be subsequently presented by the Official to the Board along with the FMLA/Parental/Family/Serious Health Condition leave request. Requests for FMLA/Parental/Family/Serious Health Condition leave shall not be unreasonably withheld by an Official or the Board.

15.5.2 Upon the expiration of the leave of absence with or without pay, the employee shall return to the same job as was held by the employee prior to the leave of absence.

15.5.3 The employer may request full repayment of medical premiums if the employee does not return to work after the completion of an approved FMLA/FLA leave of absence.

15.5.4 An employee is entitled to State Family Leave (FLA) (RCW 49.78) and Federal Family Paid Sick Leave (FMLA) job-protected leave for up to twelve (12) workweeks, including any paid leave, in a twelve (12) month period, or fraction thereof. Leave allowed under the FLA and FMLA may extend the amount of time for leave for women employees who are eligible under the requirements for FLA for pregnancy or childbirth related temporary disability.

During FMLA and/or FLA designated leave the employer will continue to pay the employer's portion of the employee's medical premium as if the employee were still working. The Employer may require the employee to use paid sick leave and vacation credits for an FMLA/FLA-qualifying purpose in keeping with Section 15.5.1.

15.5.5 If an unpaid leave of absence under Section 15.6 is granted for a circumstance covered by the FMLA or the State FLA, that leave will be credited against the 12-week FMLA allowance or the allowance under State FLA.

15.6 LEAVE OF ABSENCE WITHOUT PAY:

15.6.1 Employees are eligible to receive leaves of absence without pay of not more than twelve (12) months duration. A written request must be submitted by the employee at least fifteen (15) calendar days before the leave of absence is to become effective.

15.6.2 The Official may grant a leave of absence without pay not to exceed six (6) months, while the Board may grant a leave of absence without pay not to exceed twelve (12) months. Approval of such leave shall be in writing and signed by the Official or the Board as appropriate.

15.6.3 An employee's first employment obligation is to the County. Therefore, no leave of absence without pay need be granted for personal financial gain or profit. Employees taking a leave of absence without pay without first using all of their accrued leave(s) and who return to work for less than ninety (90) calendar days following their return, shall be paid a final leave payment at the rate paid to such employees prior to the granting of such leaves of absence without pay.

15.6.4 No annual leave, Paid Sick Leave or any other benefits except health benefits for an employee on FMLA and/or FLA, shall be provided while an employee is on leave of absence without pay. The employee's anniversary date will be adjusted accordingly for determining seniority and longevity for any leave of absence without pay exceeding thirty (30) calendar days unless the leave is taken as parental/family/serious health condition leave provided for in Section 15.5. Also, if the leave of absence without pay is granted and taken for extended absence resulting from an industrial accident or illness normally covered by the provisions of Section 15.4, the employee's anniversary date will not be adjusted for determining seniority.

15.6.5 Upon expiration of a regularly approved leave of absence without pay, the employee shall be reinstated in their previous position without prejudice.

15.6.6 For leaves of absence without pay that are granted by the Official or the Board for medical or personal injury related reasons, the employee must present written certification by a physician that the employee is qualified to return to work and to fulfill the mental and physical requirements of their position. The Official or Board may, at its option and expense, request that the employee pass an evaluation by an independent physician, relating only to the reason for the leave, in order to assure that the employee meets the requirements for employment.

15.6.7 During an approved leave of absence without pay, insurance premiums for the available Pacific County Group Insurance Plans shall be paid in advance of the coverage period by the employee providing the employee is still eligible and wishes to continue insurance coverage(s).

15.7 **DOMESTIC VIOLENCE LEAVE**: In accordance with State statute, an employee is eligible to receive reasonable leave from employment if the employee, or the employee's family member as described by RCW 49.76.020, is a victim of domestic violence, sexual assault, or stalking, for the express purpose of participating in legal proceedings, to receive medical treatment, or to obtain other necessary services related to an incident of domestic violence. The conditions and restrictions governing the type of leave available, notification and reporting requirements, and eligibility criteria to receive domestic violence leave shall be those specified in Chapter 49.76 RCW and/or its replacement.

15.8 **MILITARY FAMILY LEAVE ACT:** Per RCW 49.77, An employee who is the spouse, or registered domestic partner, of military personnel (active duty, National Guard, or reserves) may take up to fifteen (15) days leave per deployment prior to deployment or when spouse is on leave from deployment. Leave is unpaid, unless the employee has accrued vacation leave and chooses to use that leave for some portion or all fifteen (15) days rather than take unpaid leave. Employees must give notice of intent to take military leave within five (5) business days of receiving official notice of deployment or the leave from deployment in order for the leave to qualify for job protection. This leave does not apply to leave at the end of deployment.

ARTICLE 16 – NO STRIKE, SLOW-UP, WORK STOPPAGE OR LOCK-OUT

16.1 The Union and its employees, individually and collectively, agree that during the term of this Agreement, there shall be no strike, slow-up or work stoppage. Furthermore, the Union and its employees, individually and collectively, agree that in the event another Union strikes, has work slow-up, or work stoppage during the term of this Agreement, employees will report to work as usual. Failure to do so may be cause for disciplinary action.

16.2 In the event of an unauthorized strike, slow-up or work stoppage, the Employer agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, slow-up or work stoppage, orders the employees it represents to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Employer in writing within three (3) working days after commencement of such strike, slow-up or work stoppage as to what measures it has taken to comply with the provisions of this Section.

16.3 In the event that such action by the Union has not affected resumption of normal work practices, the Employer shall have the right to discipline, pursuant to Article 6 (the Discipline Section), any employee represented by the Union who continues to participate in the particular strike, slow-up or work stoppage.

16.4 In the event of strike, slow-up or work stoppage, the Union agrees that it will not interfere with Officials and other non-Union employees in any way concerning the performance of their duties. Such precautions are necessary to keep the County's physical properties and records in condition so that operations may resume without delay.

16.5 The Employer, individually and collectively, agrees that during the term of this Agreement there will be no lock-out of Union employees.

ARTICLE 17 – SAVINGS AND SEVERABILITY

The provisions of this Agreement are declared to be severed if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, or found to be in conflict with the Code of Judicial Conduct as it pertains to employees of the District and Superior Courts. Such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. The parties agree to immediately meet and negotiate a replacement for the severed provision. Should changes in state or federal law hold any of the terms or conditions of this Agreement invalid, such terms or conditions affected shall be renegotiated to concur with the state or federal law.

ARTICLE 18 – LABOR/MANAGEMENT/SAFETY COMMITTEES

18.1 The parties to this Agreement shall continue a Labor/Management Committee which will consist of a Council #2 Staff Representative and two (2) other members selected by the Union, one County Commissioner and two other members selected by the County. In addition, the Union and the County will be allowed two (2) alternates each. The alternates will be allowed to attend all meetings.

18.2 The Labor/Management Committee will consider items in an advisory capacity only. Any vote taken by the Committee must pass by majority vote of the members present. In instances in which there is a tie vote, the motion will not pass for lack of majority approval.

18.3 The Committee should meet at least on a quarterly basis. Agenda items shall be submitted no later than three (3) working days prior to the scheduled meeting date. If the Secretary of the Labor/Management Committee is not in receipt of agenda items at that time, the upcoming Labor/Management Committee meeting shall be canceled, or postponed with the concurrence of a majority of the Labor/Management Committee's regular members.

18.4 The County and employees shall strive to maintain a safe and healthful working environment. Effective safety training and communication are the foundation for maintaining a safe and productive workforce. The County shall establish and maintain a Safety Committee for the employees covered by the Agreement. During its tenure, the Local 367-C Labor Management Committee shall serve as the Safety Committee. The Safety Committee shall meet upon a mutually agreed upon time schedule, but generally not less than quarterly. The Safety Committee shall serve as a forum to review incident reports and issues pertaining to safety within the Departments covered by this Agreement.

ARTICLE 19 - EMBODIMENT

This Agreement constitutes the complete and entire Agreement between the parties and neither the Employer nor the Union shall be bound by any requirement not specifically stated in this Agreement or applicable state or federal laws. The Employer and the Union acknowledge that each party has had ample opportunity to submit proposals and negotiate over wages, hours and working conditions and any subject matter not removed from the collective bargaining process by law. The parties further agree that negotiations will not be reopened on any item during the life of this Agreement, except as otherwise provided herein or by mutual consent. Agreement to open a portion or section of the Contract does not open the remainder of the contract for negotiations.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall become effective January 1, 2020, and shall remain in effect through December 31, 2022, both dates inclusive. No other modification may be made to this Agreement without written consent of the parties. The parties agree to provide notice of their intent to bargain for the contract period beginning January 1, 2023, not later than June 1, 2022.

APPROVAL AND SIGNATURES:

LOCAL 367-C, AFSCME, (AFL-CIO):

10/29/19

President Date

Negotiating Committee Member Date

WSCCCE Representative Date

BOARD OF COUNTYCOMMISSIONERS PACIFIC COUNTY, WASHINGTON

Chair Date

Commissioner Date

Commissioner Date

ATTEST:

Marie Guernsey 10/22/2019

Clerk of the Board Date

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APPROVAL AND SIGNATURES:

LOCAL 367-C, AFSCME, (AFL-CIO):

President — Date

Negotiating Committee Member — Date

WSCCCE Representative — Date 11-8-19

BOARD OF COUNTYCOMMISSIONERS PACIFIC COUNTY, WASHINGTON

Chair — Date

Commissioner — Date

Commissioner — Date

ATTEST:

Marie Guernsey 10/30/2019

Clerk of the Board — Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date 10-22-19	Auditor	Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	10/24/19 Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date 10-22-2019	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date	Superior Court Judge	10/23/19 Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date 10/23/19	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	10-23-19 Date
Prosecuting Attorney	Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	12.7.19 Date	Treasurer	Date

OTHER PACIFIC COUNTY ELECTED OFFICIALS:

Assessor	Date	Auditor	Date
Clerk	Date	Superior Court Judge	Date
North District Court Judge	Date	South District Court Judge	Date
Prosecuting Attorney	Date	Treasurer	10-25-19 Date

Appendix A
Local 367C Bargaining Unit Positions

JOB CLASSIFICATION (TITLE)	SALARY GRADE
Chief Appraiser	15
Chief Surveyor	15
Computer Services Supervisor (approved 10/23/07)	15
Jail Based Behavioral Health Therapist (Res. 2019-039)	15
Senior Building Inspector	15
Senior Engineer	15
Senior Environmental Health Specialist	15
Senior GIS Analyst (Res. 2007-043)	15
Senior Planner	15
Senior Probation Officer (Juvenile)	15
Senior Public Health Nurse (new description pending)	15
Engineer	14
Environmental Health Specialist	14
Planner (Res. 2019-041)	14
Probation Officer (Juvenile)	14
Public Health Nurse	14
Building Inspector/Fire Marshall	13
Code Enforcement Officer	13
Criminal Justice Programs Specialist	13
DPW Information Services Technician (Res. 2008-012)	13
Health Educator	13
Human Services Program Specialist (Res. 2005-023)	13
Payroll and Benefits Technician (Res. 2007-047)	13
Property Data Analyst-Office Engineer	13
Registered Dietician (Res. 2011-022)	13
Senior Engineering Technician	13
Veterans Service Officer (Res. 2019-040)	13
Accountant	12
Accountant/Board of Equalization Clerk	12
Information Services Technician (1-1-2008)	12
Senior Appraiser	12

Appendix A (cont.)

JOB CLASSIFICATION (TITLE)	SALARY GRADE
Administrative Assistant III	11
Engineer Technician III (adopted Dec. 2016)	11
GIS Analyst	11
Licensed Practical Nurse (Res. 2005-054)	11
Senior Deputy County Clerk	11
Senior District Court Clerk	11
Senior Legal Assistant	11
Administrative Assistant II	10
Appraiser	10
Assistant Superior Court Administrator/Recorder	10
Behavioral Health Programs Assistant (Res. 2012-029)	10
Community Health Worker	10
DCD Information Services Technician (Res. 2009-047)	10
DCD Permit Technician	10
Deputy County Clerk	10
Deputy District Court Clerk	10
Engineering Technician II	10
Engineering Technician/GIS Assistant (Res. 2014-059)	10
Environmental Health Technician	10
Facilities Maintenance Supervisor	10
Human Services Program Assistant (Res. 2008-031)	10
Information Services Technician	10
Junior Accountant	10
Legal Assistant	10
Planning Technician	10
Facilities Maintenance Assistant /Trapper (Res. 2007-027)	9
Facilities Maintenance Assistant	9
Weed Control Assistant	9
Engineering Technician I/Facilities Maintenance Assistant	8
Administrative Assistant I	7
Facilities Custodian	6

Appendix B
Excluded Positions

A. Elected Officials
B. Appointed Department Heads
C. Employees represented by AFSCME Local 367-PW
D. Exclusions from the current contract with AFSCME Local 367-C, as follows:
   1. Director of Public Works
   2. County Engineer
   3. Operations Manager
   4. Assistant Director of Public Works
   5. Road Supervisors
   6. Shop Supervisors
   7. Telecommunications Engineer
   8. Assistant Telecommunications Engineer
   9. Maintenance Electrician/Electronic Engineer
   10. Engineering Services Manager
   11. Information Services Manager
   12. Surfacewater Program Manager (NOTE: No further exempt positions will be allocated within the Surfacewater Program of the Waste and Water Services Division of the Department of Public Works until such time as at least six (6) full time equivalent staff are allocated to support the Surfacewater Program.)
E. Employees of the Pacific County Sheriff's Office
F. Confidential Secretary (Board)
G. Confidential Secretary (Prosecuting Attorney)
H. Chief Deputy Prosecuting Attorney
I. Deputy Prosecutor(s)
J. Superior Court Reporter/Administrator
K. One administrative position designated by the appropriate elected official for each of the following offices:
   1. Assessor
   2. Auditor
   3. Clerk
   4. Treasurer
L. Risk Manager
M. Deputy Director of Community Development
N. Clerk of the Board of County Commissioners
O. Chief Accountant
P. DCD Executive Assistant (Office Manager)
Q. Legislative and Technical Assistant
R. Deputy Director(s) Public Health and Human Services
S. Human Services Program Manager
T. Management & Fiscal Analyst (Res. 2007-069) – (excluded only based on the confidential status of duties assigned and being performed on December 6, 2002).
U. DPW Accounting Manager (Res. 2007-004)
V. Paralegal

Appendix C
Wage Schedule 367C

Effective January 1, 2020
Five percent (5.0%) COLA

Monthly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	4,439	4,570	4,703	4,842	4,990	5,134	5,286	5,442	5,577	5,714
14	4,148	4,269	4,395	4,526	4,659	4,798	4,939	5,086	5,212	5,339
13	3,877	3,992	4,109	4,230	4,356	4,484	4,617	4,753	4,871	4,990
12	3,622	3,730	3,841	3,953	4,070	4,188	4,316	4,443	4,552	4,666
11	3,386	3,485	3,589	3,694	3,804	3,917	4,030	4,153	4,253	4,359
10	3,165	3,259	3,353	3,453	3,557	3,661	3,770	3,880	3,976	4,074
9	2,958	3,044	3,136	3,227	3,324	3,421	3,521	3,626	3,714	3,806
8	2,762	2,846	2,930	3,016	3,104	3,197	3,291	3,390	3,472	3,560
7	2,583	2,660	2,738	2,819	2,903	2,987	3,076	3,168	3,245	3,326
6	2,417	2,484	2,559	2,634	2,714	2,793	2,874	2,960	3,033	3,107

Hourly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	25.61	26.37	27.13	27.94	28.79	29.62	30.50	31.40	32.18	32.97
14	23.93	24.63	25.36	26.11	26.88	27.68	28.49	29.34	30.07	30.80
13	22.37	23.03	23.71	24.40	25.13	25.87	26.64	27.42	28.10	28.79
12	20.90	21.52	22.16	22.81	23.48	24.16	24.90	25.63	26.26	26.92
11	19.53	20.11	20.71	21.31	21.95	22.60	23.25	23.96	24.54	25.15
10	18.26	18.80	19.34	19.92	20.52	21.12	21.75	22.39	22.94	23.50
9	17.07	17.56	18.09	18.62	19.18	19.74	20.31	20.92	21.43	21.96
8	15.93	16.42	16.90	17.40	17.91	18.44	18.99	19.56	20.03	20.54
7	14.90	15.35	15.80	16.26	16.75	17.23	17.75	18.28	18.72	19.19
6	13.94	14.33	14.76	15.20	15.66	16.11	16.58	17.08	17.50	17.93

Appendix C (cont.)
Wage Schedule 367C

Effective January 1, 2021
Two percent (2.0%) COLA

Monthly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	4,528	4,662	4,798	4,939	5,090	5,237	5,392	5,551	5,689	5,829
14	4,231	4,355	4,483	4,617	4,753	4,894	5,038	5,188	5,317	5,446
13	3,955	4,072	4,192	4,315	4,444	4,574	4,710	4,849	4,969	5,090
12	3,695	3,805	3,918	4,033	4,152	4,272	4,403	4,532	4,644	4,760
11	3,454	3,555	3,661	3,768	3,881	3,996	4,111	4,237	4,339	4,447
10	3,229	3,325	3,421	3,523	3,629	3,735	3,846	3,958	4,056	4,156
9	3,018	3,105	3,199	3,292	3,391	3,490	3,592	3,699	3,789	3,883
8	2,818	2,903	2,989	3,077	3,167	3,261	3,357	3,458	3,542	3,632
7	2,635	2,714	2,793	2,876	2,962	3,047	3,138	3,232	3,310	3,393
6	2,466	2,534	2,611	2,687	2,769	2,849	2,932	3,020	3,094	3,170

Hourly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	26.12	26.90	27.68	28.49	29.37	30.21	31.11	32.03	32.82	33.63
14	24.41	25.13	25.86	26.64	27.42	28.24	29.07	29.93	30.68	31.42
13	22.82	23.49	24.19	24.89	25.64	26.39	27.17	27.98	28.67	29.37
12	21.32	21.95	22.60	23.27	23.95	24.65	25.40	26.15	26.79	27.46
11	19.93	20.51	21.12	21.74	22.39	23.05	23.72	24.44	25.03	25.66
10	18.63	19.18	19.74	20.33	20.94	21.55	22.19	22.84	23.40	23.98
9	17.41	17.91	18.46	18.99	19.56	20.14	20.72	21.34	21.86	22.40
8	16.26	16.75	17.24	17.75	18.27	18.81	19.37	19.95	20.44	20.95
7	15.20	15.66	16.11	16.59	17.09	17.58	18.10	18.65	19.10	19.58
6	14.23	14.62	15.06	15.50	15.98	16.44	16.92	17.42	17.85	18.29

Appendix C (cont.)
Wage Schedule 367C

Effective January 1, 2022
One and one-half percent (1.5%) COLA

Monthly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	4,596	4,732	4,870	5,014	5,167	5,316	5,473	5,635	5,775	5,917
14	4,295	4,421	4,551	4,687	4,825	4,968	5,114	5,266	5,397	5,528
13	4,015	4,134	4,255	4,380	4,511	4,643	4,781	4,922	5,044	5,167
12	3,751	3,863	3,977	4,094	4,215	4,337	4,470	4,600	4,714	4,832
11	3,506	3,609	3,716	3,825	3,940	4,056	4,173	4,301	4,405	4,514
10	3,278	3,375	3,473	3,576	3,684	3,792	3,904	4,018	4,117	4,219
9	3,064	3,152	3,247	3,342	3,442	3,543	3,646	3,755	3,846	3,942
8	2,861	2,947	3,034	3,124	3,215	3,310	3,408	3,510	3,596	3,687
7	2,675	2,755	2,835	2,920	3,007	3,093	3,186	3,281	3,360	3,444
6	2,503	2,573	2,651	2,728	2,811	2,892	2,976	3,066	3,141	3,218

Hourly $

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15	26.52	27.30	28.10	28.93	29.81	30.67	31.58	32.51	33.32	34.14
14	24.78	25.51	26.26	27.04	27.84	28.66	29.50	30.38	31.14	31.89
13	23.16	23.85	24.55	25.27	26.03	26.79	27.58	28.40	29.10	29.81
12	21.64	22.29	22.94	23.62	24.32	25.02	25.79	26.54	27.20	27.88
11	20.23	20.82	21.44	22.07	22.73	23.40	24.08	24.81	25.41	26.04
10	18.91	19.47	20.04	20.63	21.25	21.88	22.52	23.18	23.75	24.34
9	17.68	18.18	18.73	19.28	19.86	20.44	21.04	21.66	22.19	22.74
8	16.51	17.00	17.50	18.02	18.55	19.10	19.66	20.25	20.75	21.27
7	15.43	15.89	16.36	16.85	17.35	17.84	18.38	18.93	19.38	19.87
6	14.44	14.84	15.29	15.74	16.22	16.68	17.17	17.69	18.12	18.57