

AGREEMENT

Between

ASOTIN COUNTY COMMISSIONERS

and the

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

LOCAL 1476-AC

OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE JANUARY 1, 2023

THROUGH DECEMBER 31, 2025

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ARTICLE 1 - PREAMBLE

This Agreement is between the County of Asotin, hereinafter referred to as the Employer, and Local 1476-AC, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. The purpose of the County and Union entering into this Agreement is to set forth their entire Agreement with regards to wages, hours and working conditions so as to promote efficient County operations; the morale and security of employees covered by this labor agreement; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the employees.

ARTICLE 2 - RECOGNITION

- 2.1** The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and conditions of employment and the resolution of disputes, as authorized by the Washington State Public Employees Collective Bargaining Act, for all job classifications cited in Appendix "A" and Appendix "C" of this document who have successfully completed their probationary period, but excluding all seasonal, casual, irregular part-time, supervisory or confidential employees and Elected Officials or officers of the County, including the Chief Probation Officer and the Administrative Assistant.

ARTICLE 3 - UNION SECURITY

- 3.1** 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.

For 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. 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 provide to the Union once per year and upon new hire or a notice of changed information a complete list of all bargaining unit members that includes: employee name, work address, home address, work phone, work email, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A union official shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Electronic Authorizations are Valid

An authorization for Union membership and /or dues or other payroll deduction is valid whether executed in writing or electronically.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** It is agreed that except as specifically modified by the Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by the County and remain the exclusive right of Management without limitation. Nothing in this Agreement shall be construed to impair the rights of the Union to bargain about any matters that are recognized under state law as mandatory and/or permissive subjects of bargaining.

The exercise of any Management rights not specifically modified by this Agreement or the Personnel Policy or the failure to exercise any such right does not prevent the County from exercising that right in a different manner in the future.

- 4.2 Examples:** Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:
- A. To direct and supervise all operations, functions and policies of all Departments in which the employees in the bargaining unit are employed.
 - B. To terminate, combine or reorganize any Department or function of the County for budgetary or any other reason.

- C. To determine the need for a reduction or an increase in the workforce and implement any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, dress code, methods and procedures except as specifically provided herein.
- E. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign shifts, workdays, hours of work and work locations except as specifically provided herein.
- G. To designate and to assign all work duties.
- H. The decision to introduce new duties and to revise job classifications and duties within the unit. The Union reserves the right to negotiate impacts.
- I. To determine the need for and the qualification of new employees, transfers and promotions.
- J. To discipline, suspend or discharge any employee for just cause.
- K. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the County.

4.3 Limitations: The exercise of any Management prerogative, function or right which is not specifically modified by this Agreement or the Personnel Policy is not subject to the grievance procedure or bargaining during the term of this Agreement.

4.4 Disputes: In the event any disputes arise in connection with the exercise of the above rights and such disputes are submitted to arbitration, the only issue which the Arbitrator may decide is whether or not the County acted in accordance with the provisions of this Agreement.

In no case shall the Arbitrator have authority to vacate, modify, or change the County exercise of its rights, or require the County to do such, (except as otherwise provided for in this Agreement) or where a rule is involved, the Arbitrator may require the County's revision of a rule it finds is unreasonable or contrary to the express provision of this Agreement.

ARTICLE 5 - UNION/MANAGEMENT RELATIONS

- 5.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representative of the Union and authorized representatives of the Employer.
- 5.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the representative of Local 1476-AC and the representative of the Washington State Council of County and City Employees, Council 2, and the Board of County Commissioners.

ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

- 6.1 In the interests of greater communications and for the purpose of developing a more harmonious work environment, the parties agree to the creation of a joint Labor/Management Committee, to consist of no more than three (3) members appointed by the Union and no more than three (3) members appointed by the Commissioners. The Committee will meet at least quarterly and meetings may be called more frequently at the request of either the Union or the County.

The Committee may not intervene in, add to or delete from the Collective Bargaining Agreement nor may it involve itself in any grievance which has been reduced to writing and/or has passed Step 1 of the grievance procedure.

The Committee shall be a means of resolving potential conflicts and possible grievances, communicating short and long-term projects and goals of both the County and the Union and for the general sharing of information.

Minutes will be kept by the County and distributed to the Union members within ten (10) days of the meeting. If the Union wishes to add to, delete or correct the minutes, the additions or corrections will be submitted within thirty (30) days and the combined document shall be the official minutes of the Labor/Management Committee.

Meetings will be held during working hours with no loss of pay or benefits to any members of the Committee.

ARTICLE 7 - SENIORITY

- 7.1 Seniority as applied in this Agreement shall be defined and calculated as continuous service since the most recent date of hire with the County, subject to the following conditions:
 - A) Seniority provisions shall not apply to new employees until completion of their initial probation.

- B) An employee's continuous service shall be considered broken by voluntary resignation, layoff of over twenty-four (24) months, discharge for just cause, or retirement.
- C) This definition of seniority will be used in this Agreement any time benefits are related to length of service.

ARTICLE 8 - TRANSFERS, PROMOTIONS, AND DEMOTIONS

8.1 Transfers: A transfer is a reassignment to a different position, location or classification when there is no change in pay range or step increase.

- A) Transfers will be made on the basis of qualifications only.
- B) Transfer, whether mandatory or voluntary, shall be paid at the employee's then current salary.
- C) A transferred employee will serve a six (6) month trial service period in the new position/classification. Accrued vacation and sick leave usable during the trial service period.
- D) Transferring from one job classification to another will not change the employee's entitlement to the step increase earned from the previous continuous county service.
- E) If the transferred employee fails to meet job standards during the trial service period, he/she will revert to his/her former position and pay, and merit will not be affected. The employee may request to return to his/her former position within sixty (60) days.

8.2 Promotions: A promotion is a reassignment to a position or classification with a higher pay range.

- A) Promotions will be made on the basis of an individual's qualifications. When qualifications of individuals are approximately equal, seniority will be the determining factor.
- B) A promoted employee will be paid at the new range.
- C) A promoted employee will serve a six (6) month trial service period in the new position/classification. Accrued vacation and sick leave is usable during the trial service period.
- D) If the promoted employee fails to meet job standards during the trial service period, he/she will revert to his/her former position and pay, and merit will not be affected. The employee may request to return to his/her former position within sixty (60) days.

8.3 Demotions: A demotion is a reassignment to a position or classification with a lower pay range.

- A) Demotions may be involuntary, if associated with a disciplinary action, or voluntary, which includes changes by preference (location, hours, environment, etc.) and demotion to avoid layoff. In either case, the demotion will be approved only if the employee is qualified to assume the duties of the new position/classification.
- B) A demoted employee will be paid at the new range. Accrued vacation and sick leave is usable

ARTICLE 9 – NON-DISCRIMINATION

9.1 The County and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union.

The parties agree not to discriminate against any employee due to any reason protected by State and/or Federal law.

9.2 No employee will be required to support or make a contribution to a political party and/or candidate for political office.

While grievances relating to this Discrimination Article may be filed and processed, should a grievant also utilize an appeal through the State Human Rights Commission, E.E.O.C. or any other State or Federal tribunal, then in that event, any grievance settlement or award shall be mitigated (reduced in kind and amount) by the relief provided by any outside agency.

ARTICLE 10 - NEW EMPLOYEES

10.1 A new employee will be on probation until he/she has worked six (6) consecutive months in the classification. During the probationary period he/she:

- A) Will not have seniority or other job rights.
- B) May be laid off or terminated at the discretion of the Elected Official or Department Head.
- C) Will be evaluated by a Department Head during probation to help the employee gain job status.
- D) Will not be granted an extension of the probationary period except by mutual consent by the Union/Management.

- E) Will, upon completing his/her probationary period satisfactorily to the Elected Official or Department Head, be entered on the seniority list as of his/her date of original hire.
 - F) Notice of regular appointment status shall be given in writing to the employee within ten (10) working days after completion of the six (6) months' probationary period, that period being computed from date of hire.
 - G) Will accumulate vacation and sick leave if hired before the sixteenth (16th) of the month. If hired after the fifteenth (15th) of the month, accumulation will not start until the next month.
- 10.2** A temporary employee hired to fill a regular position, who has previously worked within the applicable job classification, will be given hour for hour up to three (3) months credit for such service towards completion of the probationary period.

ARTICLE 11 - CLASSIFICATION AND RECLASSIFICATION

- 11.1** When the County determines that a new job classification is necessary, and such classification is covered under Article 2 of this Agreement, the County will submit to the Union in writing the job description and proposed salary, prior to implementation. The Union will have ten (10) working days to request in writing to negotiate with the County regarding the proposed salary. Such meetings will take place within ten (10) working days of the receipt of the request.
- 11.2** In the event the Union feels that a position is misclassified or needs reevaluation due to a significant change in responsibilities and/or duties the Union may submit to the County through the Labor/Management Committee the need for such changes. In this event the County will consider the changes and respond in a timely fashion. In the event that no agreement can be reached, the Union may appeal the matter directly to the Commissioners. The Commissioners' decision shall be final and binding.

ARTICLE 12 - DISCIPLINE AND/OR TERMINATION

- 12.1** Discipline shall only be for just cause. The County agrees to use the principles of progressive discipline, except in the case of gross misconduct or where the offense merits other discipline. The following are examples of gross misconduct (including but not limited to):
- A) Refusal to obey a direct order
 - B) Theft of County property or services.
 - C) Falsification of documents (including application for employment).
 - D) Willful destruction of County property; or,
 - E) Incarceration for commission of a felony
- Progressive discipline shall consist of the following steps:

- A) Oral reprimand
 - B) Letter of reprimand
 - C) Suspension without pay
 - D) Termination
- 12.2** All steps in progressive discipline, excluding oral reprimand, shall be conducted formally, in a private meeting with the employee having a right to representation.
- 12.3** The following shall also constitute reasons for disciplinary action and/or termination:
- A) Failure to report to work at the end of an approved leave of absence period or using a leave of absence for reasons other than those for which it was originally granted.
 - B) Failure to report to work after cancellation of leave of absence.
 - C) Failure to report to work after a layoff.
 - D) Continued unexcused absence from work.
 - E) Inability to meet the County's requirements for health for the position and/or classification.
 - F) Employees who are absent without notification to the County, as stated in Article 21.4, for three (3) non-consecutive days/shifts shall be terminated. Employees who are absent without notification to the County for three (3) consecutive days shall forfeit any job rights and be terminated.
 - G) If there is no recurrence of the event prompting discipline within two (2) years, later infractions of the same kind will cause disciplinary action to begin at the same or lower step.
- 12.4** Employees will be entitled to a pretermination hearing, with the right to representation, to face their accuser, to present evidence, arguments and witnesses in their defense.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.1** Upon written request with the approval of the appropriate Department Head or Elected Official an employee may be granted up to five (5) paid straight days in the event of the death of a spouse, child, parent, brother, sister, or step relation thereof, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchildren. Also included are members of the family regardless of relationship, residing at the time in the household of the employee. It is the intention of this provision that persons who take such leave be attending the funeral of the member of the immediate family and/or have to attend the pre-burial or post-burial or cremation matters. If needed, three (3) additional days may be charged to sick leave and any additional days to be charged to annual leave to make

household adjustments or attend funeral services. For the purposes of this provision, grandparents and/or grandchildren will be considered immediate family.

ARTICLE 14 - CALL BACK AND STANDBY

- 14.1 Call Back:** An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate. however, if the employee's regular shift starts less than one (1) hour from the time he/she started work on call back, he/she will receive one and one-half (1-1/2) times his/her regular straight time hourly rate only for such time as occurs before his/her regular shift. An employee shall not be considered called back if he/she is notified at least four (4) hours before reporting to work. Callback provisions shall not apply to employees in Community Services.

ARTICLE 15 - PYRAMIDING OVERTIME OR PREMIUM PAY

- 15.1** Two (2) or more types of overtime or premium pay provided for by a provision of this Agreement shall not be applied to the same identical hours worked. Instead, pay will be computed on the basis of which will yield the greater amount.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1** The work cycle shall consist of seven (7) days Monday through Sunday. The workweek consists of four (4) or five (5) consecutive seven (7) through ten (10) hour days. The normal workweek shall be Monday through Friday. In all cases the employee shall be paid only for the time worked with the exception of the callback provision.
- A) **Flex-Schedule:** The work schedule may be altered to a flex-schedule by mutual agreement between the affected employee and the Employer, except in the case of an emergency.
 - B) **Alternative Schedule:** The work schedule may be altered to the Alternative Schedule by mutual agreement between the affected employee and the Department Head/Elected Official. The workweek ends and begins at noon on Friday. All Alternative schedule agreements must be in writing and signed by employee and Employer with a copy to the Union and Management.
 - C) **For Community Services** the work cycle shall consist of seven (7) days Monday through Sunday. The operation of this department requires twenty-four (24) hours a day, seven days a week coverage. Work hours and shift schedules are dependent on program funding, program requirements and clients' needs. Overtime will be paid for all work in excess of forty (40) hours of work per week. Hours spent sleeping shall not be included in the calculation of hours worked for the purpose of reaching the overtime threshold.

- 16.2** Each employee shall be assigned a regular starting time and workweek. The starting time and work week may be changed not less than five (5) days prior to the change except in an emergency.
- 16.3** Overtime shall be paid for all work in excess of eight (8) hours per day, and/or forty (40) hours per week, except in the exceptions noted above. Overtime pay shall be at the rate of one and one-half (1-1/2) times the regular rate of pay.
- A) For Community Services overtime will be for work over forty (40) hours per week, not eight (8) hours a day.
- 16.4** Comp time may be offered by the Elected Official or Department Head in lieu of overtime pay. If offered, the following provisions will apply:
- A) The employee will have the option of taking either overtime pay or comp time.
- B) Comp time will be earned at one and one-half (1-1/2) comp time hours for each overtime hour worked.
- C) The County shall have the right to schedule employees for, and to require the utilization of compensatory time. The Employer and employee shall try to mutually agree on the scheduling of comp time.
- D) All comp time must be paid out on November's paycheck, paid in December.
- 16.5** All overtime must be authorized by the Elected Official, Department Head or supervisor in advance if practicable.
- 16.6** If an employee is assigned in writing by the Elected Official or Department Head to assume the duties of a higher classification and is able to perform the duties of the higher classification for more than two (2) days, he/she shall receive a premium of the higher rate for all hours for which he/she is assigned in the higher classification work.
- 16.7** The County shall, whenever possible, post any and all classes or training programs available to County employees.
- 16.8 Reimbursement:** The County will reimburse employees for tuition costs of accredited courses that directly apply to the employee's job. The County and/or employee may recommend a course in which the employee may enroll. Reimbursement will depend on prior approval from the appropriate Elected Official or Department Head. Payment shall occur when the employee provides a transcript, certificate or some other document showing that they have successfully completed the course.
- A) The County will pay for licenses and/or certifications if such are required of the employee by the County and are not required to be held as a condition of employment or have been required after the employee is already employed.

ARTICLE 17 - RELIEF PERIODS

- 17.1** Employees will be afforded two (2) fifteen (15) minute relief periods as scheduled by the Elected Official or Department Head. These relief periods will be paid as though the time had been worked.

ARTICLE 18 - HOLIDAYS

- 18.1** The following days shall be declared paid holidays:

New Years' Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Day	December 25

The County agrees that if during the course of this contract, the United States Government or the State of Washington designates a special holiday and it is in turn recognized, observed, and granted to all other employees by the County of Asotin, it will also be granted to employees covered by Local 1476-AC's contract.

- 18.2** These eleven (11) holidays shall be designated as paid holidays for those employees who fill regular positions.
- 18.3 Floating Holidays:** In addition, there shall be one (1) paid holiday to be known as a floating holiday which may be taken by regular employees at their option with department approval. The floating holiday must be taken in the calendar year in which it is earned. Floating holidays will be paid seven (7) through ten (10), hours depending on their workweek, at their regular straight-time rate.
- 18.4** Employees called in or scheduled for work on a holiday shall be paid at one and one-half (1-1/2) times their regular rate of pay, plus holiday pay.
- A) Employees in Community Services who work on a holiday shall receive another day off within that month, as well as regular pay for working. No additional compensation will be given.
- 18.5** Regular full-time employees who qualify for paid holidays will be paid seven (7) through ten (10), hours depending on their workweek, at their regular straight-time rate for each of these holidays. For employees on the Alternative Schedule, if a holiday falls on your

regularly scheduled Friday off, you will take the holiday on the Thursday before the holiday.

- 18.6** Employees hired as temporary employees for peak loads do not qualify for holiday pay as defined in Section 5 above.
- 18.7** **Holiday on Saturdays or Sundays:** Should an observed holiday fall on a Saturday, the preceding Friday shall be observed as the holiday; if any of these holidays fall on a Sunday, the following Monday will be observed as the holiday.
- 18.8** Employees will not receive holiday pay for unworked paid holidays, in addition to non-occupational accident and sickness benefits or Workmen's Compensation.
- 18.9** The occurrence of a paid holiday in vacation will add a day to the vacation period. Such time off will be granted at the beginning or the end of the vacation period, or at any time following the vacation within the calendar year in which the vacation is taken.
- 18.10** All holidays shall be deemed to begin at the employee's regular scheduled starting time of said day and end at the employee's regular scheduled starting time on the following day or the employee's scheduled starting time and ending time.

ARTICLE 19 - VACATION

- 19.1** Every regular full-time employee shall be eligible for accrued paid vacation after six (6) months probation period. Employees shall start to earn annual leave allowance as of their date of hire.

Annual leave allowance shall be earned annually and accrued monthly based on the following schedule:

		Yearly	35 Hour	40 Hour
A	0 - 4 years (0-48 mth)	13 days	7.58	8.67
B	5 - 9 years (49-108)	16 days	9.33	10.67
C	10 - 14 years (109-168)	19 days	11.08	12.67
D	15 - 19 years (169-228)	22 days	12.83	14.67
E	20 Plus (229....)	25 days	14.58	16.67

Vacation accrual shall not be greater than thirty (30) days by December 31st of each calendar year.

- 19.2** The employee shall be compensated for all accrued vacation leave upon separation of employment or retirement up to a maximum of thirty (30) days. In the event of death, payment shall be made to the beneficiary of the employee or surviving spouse up to a maximum of forty-five (45) days.
- 19.3** Employees will have the right to use all vacation days in any manner he/she wishes. This is intended to mean that they may be used one at a time if he/she so desires.

19.4 Vacation schedules should be arranged to offer flexibility in arranging individual vacation requests.

19.5 Delete the Vacation conversion into VEBA of the VEBA memorandum.

Employees will be eligible to cash out one (1) workweek of vacation time if the employee has used a minimum of two (2) weeks of vacation during the calendar year. This cash out would be paid in the December payroll as determined by the Employer.

ARTICLE 20 - SICK LEAVE

20.1 Sick leave shall be earned at the rate of twelve (12) working days per year, or one (1) day per month, and indicated on the employee's records on a monthly basis.

20.2 An employee may use his/her sick leave as accumulated, except that new employees will be credited with six (6) sick days to be used as necessary until they have earned them. In the event that the employee is terminated before completion of their probationary period, any unearned sick days that have been used shall be deducted from their last paycheck.

20.3 Personal illness, doctor or dentist appointments, or physical incapacity resulting from causes beyond the employee's control as well as quarantine of employees in accordance with State or community health regulations are approved grounds for sick leave. Sick leave may be used in cases of sudden or serious illness to a member of the employee's immediate family, or that which requires supervision.

- 20.4**
- A) For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State Law.
 - B) An employee injured on the job may use accumulated sick leave. When eligibility is determined by the Department of Labor & Industries and Worker's Compensation payment checks are received, the employee will surrender the endorsed checks to the County. Upon such receipt, the County will credit the employee with sick leave. The employee will be credited the number of sick leave hours as have been compensated by Worker's Compensation at the employee's regular rate of pay, to the nearest half (½) hour.
 - C) Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
 - D) Nothing herein pertains to permanent disability award.
 - E) If an employee has no sick leave accumulated, the words "annual leave" may be substituted for sick leave.

- 20.5** Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time.
- 20.6** Upon each employee's anniversary date they will be given the option of banking their accumulated unused sick leave for the preceding twelve (12) months or of "buying" back the unused portion up to and including six (6) days at twenty-five percent (25%).
- 20.7** Upon separation from employment by death or retirement, an employee or his/her heirs shall be paid for all accumulated sick leave, at fifty percent (50%), not to exceed one hundred twenty (120) days. Accumulated sick leave days shall not be used for calculating retirement benefits. This does not apply to PERS I employees.
- 20.8** The minimum amount of time to be charged to sick leave will be thirty (30) minutes. Requests for sick leave time off in amounts less than thirty (30) minutes will be considered time worked with the approval of the employee's supervisor.
- 20.9** An employee who has exhausted all accumulated sick leave as a result of an extended or chronic illness may be permitted by the Employer to use annual leave in lieu of sick leave.
- 20.10** If an employee is injured or taken ill while on paid vacation or compensatory time off, and wishes to be compensated under his/her sick leave account he/she shall notify the Administration on the first day of such disability, either by telephone or by letter postmarked the first day of the disability. If it is physically impossible to give the required notice on the first day, notice shall be given as soon as possible. In that case, the notice shall be accompanied by a showing of acceptable reason for the delay.
- 20.11** In order for the employee to be compensated under his/her sick leave account for illness or disability suffered while on vacation or compensatory time off, a doctor's statement or other acceptable proof of illness or disability must be presented to the Human Resources Director upon the employee's return to work.
- 20.12** Employees will be responsible for their portion of the Paid Family and Medical Leave Act premiums.

ARTICLE 21 - JURY DUTY

- 21.1** Regular employees who lose work while absent on jury duty will be paid the difference between their regular straight-time earnings less allowance for meals and travel, and their reimbursement as jurors or witnesses.
- 21.2** Employees who are required to appear in court as a result of their employment relations with the County will be paid regular straight-time earnings.
- 21.3** Notwithstanding the above, employees who bring adverse court actions against the County shall not be eligible for time off with pay other than earned leave time.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.1 Leave of absence without pay may be granted an employee for good and sufficient reasons. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence.
- A) An employee shall be required to exhaust all vacation leave accruals, compensatory time and sick leave accruals prior to the beginning of the leave without pay.
 - B) The leave of absence will not exceed twelve (12) months. An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination.
- 22.2 Leave for maternity purposes shall be granted in accordance with State statutes.
- 22.3 Leave of absence for Union work:
- A) An employee, but not more than one (1) at a time, who is selected to fill the position of Area Representative of the Union may be granted a leave of absence without pay not in excess of one (1) year upon written application of such employee to the County.
 - B) With the written approval of the Department Head, Local Union representatives may be given time off with pay to attend those conferences which assist the individual in his duties as an employee of the County of Asotin.
 - C) Request for time off or extension of this leave of absence may be made to the County upon written application from the employee.
 - D) Such application must be made at least fourteen (14) days in advance of the date the extension is to become effective.
- 22.4 **Military Leave:** Any full-time employee who is absent from work and on active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed twenty-one (21) days per year. It is the intent of this Section that it conforms with Section 38.40.060 of the Revised Code of Washington.
- 22.5 **Family Leave:** Up to twelve (12) weeks total of paid and unpaid leave may be granted during any twelve (12) month period for qualifying situations as outlined by State and/or Federal law. Employees are required to exhaust any accrued vacation, sick leave and compensatory time before becoming eligible for an unpaid leave of absence.

When possible, except in the case of unexpected events, request for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

ARTICLE 23 - TEMPORARY REPLACEMENTS

- 23.1** For the purpose of replacing personnel on leave due to the provisions of Article 23 of this Agreement, the County may hire a temporary employee to fill the place of an employee on leave of absence, only for the duration of that leave. Temporary employees will not be hired to replace or supplant a full-time bargaining unit position. The County may hire temporary or seasonal employees for up to six (6) months. If the County wishes to extend a temporary for good and sufficient reason, for more than six (6) months in any position in any twelve (12) month period, the County shall notify the Union in writing, of the reason for the extension, the approximate length of the extension and why the position should not be placed in the bargaining unit.

Temporary replacements hired to replace personnel on leave due to the provisions of Article 23 of this Agreement will be paid at the entry salary level of the employee that they are replacing but will not be eligible for the merit incentive.

ARTICLE 24 - GRIEVANCE PROCEDURES

- 24.1 Policy:** The parties recognize that the most effective accomplishment of the work of the County requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible. The principle of "work now, grieve later" shall be adhered to in the event of a contract dispute or grievance. **(Exception: When an employee's life or health is placed in imminent peril).**

24.2 Definition:

- A) A grievance is an alleged violation of this Agreement or a dispute concerning a specific term or terms of this Agreement.
- B) Grievances may be initiated by the County alleging violation of the Contract by the Union or its officers. Such grievance shall be filed with the Union Staff Representative within ten (10) working days of the incident prompting the grievance and shall be answered within fifteen (15) calendar days. Such grievances shall be subject to mediation - arbitration.

24.3 Special Provisions

- A) The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative. If an employee believes a conference could result in disciplinary action, he/she may request Union representation. The supervisor/manager requesting the conference shall either:
 - 1. Notify the employee that the meeting will have no disciplinary result, or
 - 2. Comply with the request and allow Union representation at the conference.

- B) A union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and after advance notice to the Department Head.
- C) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- D) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- E) Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- F) Copies of all written responses and decisions involving grievances will be made available to the other party in a timely manner.

24.4 Procedure: To be reviewable under this procedure a grievance must:

- A) Concern matters or incidents that have occurred or are scheduled to occur.
- B) Result from an act or omission by management regarding aspects of this Agreement over which the County has control.
- C) Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to an employee.
- D) Specify the relief sought which is within the power of the County to grant.

Step 1 - Discussion With Immediate Supervisor: As soon as possible, but in no case later than ten (10) working days (not including employee vacations or holidays) after an employee has been reasonably aware of an alleged wrongful act, the employee shall first discuss his/her grievance on an informal basis with the immediate supervisor. The matter shall be discussed verbally and, if settled, no further action shall be taken.

Step 2 - Written Grievance to Immediate Supervisor: If the grievance is not resolved in Step 1, the grievance shall be submitted in writing within ten (10) working days from the date of the discussion in Step 1. The Supervisor shall make an investigation of the relevant facts and circumstances of the complaint and provide a written response to the employee within ten (10) working days.

Step 3 - Written Grievance to Department Head: If the grievance is not settled at Step 2, then it may be submitted to the Department Head within ten (10) working days of the

written response of the immediate supervisor. The Department head shall hear the grievance within ten (10) working days of receipt and forward a written decision to the employee within ten (10) working days following said hearing.

- A) **Grievance Appealed to County Commissioners:** If the Union is dissatisfied with the decision of the Department Head, he/she may, within ten (10) working days of the date of the Department Head's decision, request a review by the County Commissioners. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step 2 and the reasons therefore. The County Commissioners may hold a hearing and make such investigation as deemed necessary and shall forward a written decision to the employee within fifteen (15) calendar days, providing the reasons therefore.

Step 4 - Grievance Appealed to Arbitration:

- A) A request for Arbitration shall be in writing and shall be submitted to the other party within ten (10) calendar days following the date of the reply made in Step 3. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.
- B) An Arbitrator shall be selected by rotation from the panel of Arbitrators.
- C) The Arbitrator shall be limited to determining whether the County has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement.
- D) The Arbitration Hearing shall be convened within thirty (30) calendar days after the selection process is completed. PERC rules and procedure shall govern the hearing.
- E) The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.
- F) The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses and room rental.
- G) A standing list of three (3) arbitrators shall be selected by the two sides of mutual agreement, or from a list of nine (9) names provided by PERC. These arbitrators shall agree to serve on a rotating basis for the life of this Agreement unless removed.
- H) Either side may unilaterally remove a panel member at any time unless he/she has been assigned to hear a pending grievance. In the event of a removal, another arbitrator shall be selected as in the paragraph above.

Mediation/Arbitration: The selected arbitrator shall first convene a mediation/conciliating meeting in which he/she shall endeavor to bring the parties to an amicable, voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Union and the County.

Should no mediated settlement be possible, the arbitrator shall upon the same date of mediation, conduct a hearing to determine the relevant facts. Witnesses, exhibits and other evidence may be kept to a minimum if mutually agreed by the parties. This informal hearing shall be concluded on the same day convened or the day following, if necessary.

The arbitrator shall, immediately upon conclusion of the hearing, make written decisions concerning the dispute resolution and provide a copy of the same to the grievant, the Union and to the County.

The hearing officer shall have no power to make punitive recommendations, but may recommend making the grievant whole.

He/she shall remain strictly within the four (4) corners of the Agreement in making the settlement recommendations and shall consider no matters not covered within.

Each side shall bear its own expenses in this process and shall share equally the costs of the hearing officer.

ARTICLE 25 - UNION BULLETIN BOARDS

- 25.1** The County agrees to furnish bulletin board space on which the Union may post notices of general interest and notices of Union meetings. Posted notices shall not contain material that is derogatory in nature. Bulletin boards will be placed in the Courthouse, Courthouse Annex, Aquatic Center and each location of Community Service Offices. Locations for bulletin boards will be mutually agreed upon by the County and the Union and the Union will be provided a space of not more than two (2) feet by three (3) feet of each board. Location of bulletin boards must meet the County need to satisfy the posting requirements of such regulatory agencies as EEOC, OSHA, etc.

ARTICLE 26 - UNION VISITS

- 26.1** The County shall admit to the County property during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the County. Such Union representative(s) shall make arrangements for such visits with the Department Head or his designated representative, before entering the County premises.

ARTICLE 27 - STEWARDS AND OFFICERS

27.1 Selection and Certification:

- A) No more than one (1) employee in each office may be designated by the Union as a Union Steward unless mutually agreed by the Union and the County.
- B) Every Steward shall be recognized as a representative of the Union.
- C) The names of the Stewards and Officers shall be certified in writing by the Union to the County within ten (10) days after this Agreement is signed and thereafter, within ten (10) days after any change in the designation of the Union Officers or Stewards.

27.2 Duties of the Stewards and Officers:

- A) The Steward or one (1) Union Officer, as requested by aggrieved employee, may engage in the adjustment of grievances with County representatives on County time within the regularly scheduled work hours of the Steward or Officer.
- B) The Steward or Officer shall not leave his job in order to contact other employees regarding Union business without prior permission from the immediate supervisor.
- C) The Steward or Officer has no authority to give orders regarding work assignments to any employee or to take strike action interrupting the County's business. The County shall have authority to impose disciplinary action in the event a Steward or Officer acts without authority in this regard.
- D) The Steward or Officer will be permitted to leave his/her job in order to investigate and adjust grievances as soon as a replacement can be obtained for him/her.

ARTICLE 28 - UNION ACTIVITIES

28.1 The Employer agrees that during working hours, on the Employer's premises, Union representatives shall be allowed to upon prior notification to the Department Head and/or Elected Official:

- A) Post Union notices.
- B) Solicit Union membership during the employee's non-working time with the consent of the affected employee.
- C) Transmit communications authorized by the local Union or its officers to the employees or the Employer or his representative.

D) Consult with the Employer, his or her representative, local Union officers, or with other Union representatives concerning the enforcement of any provision of this Agreement.

28.2 It is agreed that no conferences and meetings between the employees and the Union representatives shall in any way, stop, hamper, or obstruct normal flow of work.

ARTICLE 29 - SAFETY AND HEALTH

29.1 The Union and County shall establish Departmental Safety Committees which will review accident reports, safety procedures and policies. The Committee shall hold regular meetings and minutes of the meetings shall be provided by each party.

ARTICLE 30 - HEALTH CARE INSURANCE

30.1 Dental and Vision Plan: Effective 1-1-2023 the Employer will pay and provide vision and full family dental coverage to all employees for the term of this agreement.

30.2 Major Medical: Effective Effective January 1, 2023 the County shall increase the medical contribution by seventy-five dollars (\$75.00) for a maximum County contribution of nine hundred dollars (\$900). Effective January 1, 2024 the County shall increase the medical contribution by fifty dollars (\$50.00) for a maximum County contribution of nine hundred and fifty dollars (\$950.00). Effective January 1, 2025 the County shall increase the medical contribution by fifty dollars (\$50.00) for a maximum County contribution of one thousand dollars (\$1,000.00).

30.3 The County shall pay the premium for life insurance coverage to twenty-four thousand dollars (\$24,000) and pay the cost of the full premium for the term of the agreement.

30.4 All insurance benefits will start the first of the month after hire date unless employee started on the first work day of the month in which case insurance benefits will be immediately in force as of the second day of the same month.

ARTICLE 31 - DEFINITIONS

31.1 Full-Time Employee: An employee hired to work in a regular position for an indefinite period of time and has a normal work schedule of at least thirty-five (35) hours per week.

31.2 Part-Time Employee: An employee hired to a regular position for an indefinite period of time and who has a normal work schedule less than thirty-five (35) hours per week.

A) Regular part-time employees will be eligible for all contractual benefits, i.e. medical package, vacation, sick leave and the floating holiday, based on the

following proration schedule based on regularly scheduled work hours: seventeen (17) hours or less per week non-union, no benefits, seventeen and one half (17.5) hours per week to twenty-nine point ninety-nine (29.99) hours per week, fifty percent (50%) of benefits, thirty (30) or more hours per week will be considered fulltime for the purpose of benefits.

- B) If a regular part-time employee works full-time for more than thirty (30) days, we will change their benefit amounts to that of a full-time person for the month following when such additional hours were worked, i.e. full-time hours in January would result in fulltime benefits for March.

31.3 Temporary/Seasonal Employee: An employee hired to work for a defined period of time in a regular position, or for overload, seasonal or special project work, not to exceed seven hundred sixty (760) hours in a twelve (12) month period.

31.4 Probationary Employee: An employee hired to fill a regular position of employment, who has completed less than the initial six (6) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/she may be discharged for any reason without recourse to the grievance or arbitration process.

ARTICLE 32 - STEP PLAN

32.1 New employee is defined as a first time employee of Asotin County or a prior county employee with one (1) or more years separation from County service.

32.2 The integration and implementation of employees into the pay plan will be based on years service with the County. Effective January 1, 1997, progression through the salary steps is based on years service on the employee's anniversary date and is subject to successful completion of a performance review(s) equivalent to seventy-five percent (75%) (i.e., movement from Step C to Step D would require a least three (3) satisfactory annual performance evaluations) prior to the employee's anniversary date.

32.3 The new pay plan referenced in Section .2 above and the initial implementation referenced in Section .4 above are based on the parties having agreed to the Employer implementing a performance review system, effective starting in 1997. These performance reviews shall be concluded either annually during the year, thirty (30) days or less but prior to each employee's anniversary date, or thirty (30) days or less but prior to a step increase. If an employee has sufficient length of service to be eligible for a step increase, the Department Head or Elected Official will notify the Payroll Department in writing of the step increase. If a step increase is not recommended by the Department Head or Elected Official, when an employee is eligible, the employee will be advised of this decision in writing setting forth the reasons for denying the step increase. Should the employee feel this decision is unfair; the employee may follow the grievance procedure outlined in this Agreement. Said employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:

A) The new pay plan to be effective January 1, 2023 consists of nine (9) steps to be referenced as Entry, Steps "A", "B", "C", "D", "E", "F", "G", and "H". Effective January 1, 1996, salary amounts will no longer be paid using a monthly salary but will be paid based upon the appropriate hourly rate for the step and classification. For those employees hired in positions designed as thirty-five (35) hour per week positions, hours worked between thirty-five (35) and forty (40) hours in a work week will be paid at the regular rate of pay. Hours worked in excess of forty (40) hours in a week will be paid at the overtime rate of one and one-half (1 1/2) time the regular hourly rate. The pay periods will be changed to draw pay on the 20th of the current month, with the 5th of the following month for all wages earned during the month. Implementation of pay steps will be provided on the first day of the month following either successful completion of the probationary period, on the employee's anniversary date, and/or successful completion of the performance review period. Eligibility for such steps will be subject to the completion and issuance of a written document establishing successful completion of the probationary period, or successful completion of a performance review period for a normal step increase. This performance review will be performed prior to the employee's anniversary date.

B) **Entrance Pay Rate:** Persons selected to fill vacant positions will be hired by the Elected Official or Department Head at the "entry" pay step.

An employee begins at the Entry Step and shall remain at that step for a minimum of six (6) consecutive months before becoming eligible to move to the next step with said movement being subject to successful completion of the probationary period as confirmed in writing. Regular part-time employees must remain in Entry Step for a minimum of hours equal to the hours of a full-time employee before said employee may move to the next step and subject to the successful completion of their probationary period

C) **Subsequent Pay Steps:** In order to be eligible for subsequent steps from Step "A" to Step "H", an employee shall serve the appropriate time within a step as indicated in the pay plan, or the number of hours equal to a full-time employee in that classification for regular part-time employees before becoming eligible to move to the next step and eligibility for movement shall be subject to a successful job performance based on the issuance of a written performance appraisals equivalent to seventy-five percent (75%) (i.e., movement from Step C to Step D would require a least three (3) satisfactory annual performance evaluations).

D) The above provisions relate to only the horizontal progression through the pay plan (i.e., movement from Entry Step to Step "A" to Step "B" etc.) and does not imply or mean vertical progression through the pay plan from classification to classification. There is not vertical progression through the pay plan.

E) Effective January 1, 2023 the steps in the step plan will be as follows: Employees will be placed in Step "A" after the first six (6) months through completion of the

2nd years of service. Step "A" reflects an increase of \$75.00 per month or \$900.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "B" in the 3rd and 4th years of service. Step "B" reflects an increase of \$125.00 per month or \$1,500.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "C" in the 5th through 7th years of service. Step "C" reflects an increase of \$175.00 per month or \$2,100.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "D" in the 8th through 10th years of service. Step "D" reflects an increase of \$225.00 per month or \$2,700.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "E" in the 11th through 14th years of service. Step "E" reflects an increase of \$275.00 per month or \$3,300.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "F" in the 15th through 19th years of service. Step "F" reflects an increase of \$325.00 per month or \$3,900.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "G" at the 20th through 24th years of service. Step "G" reflects an increase of \$375.00 per month or \$4,500.00 per year which will be added to the employees' monthly wages. Employees will be placed in Step "H" at the 25th year of service. Step "H" reflects an increase of \$400.00 per month or \$4,800.00 per year which will be added to the employee's monthly wages.

32.4 Effective January 1, 2023 wages shall be increased by two dollars (\$2.00) across the board.

Effective January 1, 2024 wages shall be increased by two and a half percent (2.5%) across the board.

Effective January 1, 2025 wages shall be increased by two and a half percent (2.5%) across the board.

NOTE: If the US All Cities CPI-W Sept-Sept CPI at the end of years 2023 and 2024 is over 6% the County agrees to open for wage negotiations

- A. If an Elected Official is unable to perform his/her duties, due to a medical condition, for more than thirty (30) days, he/she may appoint someone in his/her office to assume his/her role and during that time the employee will receive an additional three percent (3%). The three percent (3%) is not retroactive. Upon the Elected Official's return, the employee stops receiving the additional three percent (3%).

ARTICLE 33 - SUPPLEMENTAL AGREEMENT

33.1 This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental

Agreements thus completed will be signed by the responsible Union and County officials. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE 34 - SEPARABILITY

- 34.1** It is agreed that none of the provisions included in the Agreement or its supplements may be interpreted in any manner which would conflict with any State or Federal statutes. If any provision in this agreement or its supplements shall be held invalid due to the Federal or State statutes, the remainder of this Agreement will not be affected.

Should one party determine that a feature of the Agreement must be severed because of legal ruling; legislative action or comparable action by an agency with appropriate authority, the party making this determination shall notify the other party. Should the party notified disagree as to the severance, then the contract feature in question shall be temporarily suspended in operation; and the two parties shall seek an early, amicable resolution (declaratory judgment or another mutually agreed method). Any grievances filed due to the suspension of that contract feature may be placed on hold pending such mutual method of resolution.

If any portion of this Agreement is excised or modified by any of the above cited actions, the parties shall immediately enter into negotiations for replacement language.

ARTICLE 35 - NO STRIKE, NO LOCKOUT

- 35.1** There shall be no strikes, interruption of, or interference with work by the Union or its members, no lockout by the County during the period of this Agreement; provided, however, that the County shall have no obligation to provide work during a labor dispute if the number of employees reporting to work is insufficient, in the County's opinion, to permit continuation of its operations. This provision shall in no way abridge or restrict those rights reserved to the County by this Agreement. Should a strike, slowdown, picketing, boycott, or other interruption or work occur, the County shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the County's request in writing. Upon receiving notice of a strike, slowdown, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

ARTICLE 36 - LAYOFFS

- 36.1.** The County Commissioners/Department Head shall be the sole determiner of when layoffs are necessary.
- 36.2** When it is necessary to reduce the force, all employees who are not on a regular full-time/regular part-time status will be laid off first.

- 36.3.** In the event of a reduction in work force due to layoffs, the County will notify in writing both the affected employees and the Union at least ten (10) working days in advance of the effective date. Such notification will include the names and classifications/positions scheduled for layoff.
- 36.4** Employees selected for layoff as a result of reduction of work and/or a shortage of funds shall be laid off according to seniority in department classification.
- 36.5** An employee designated for layoff within a specific department classification may, on the basis of total County seniority, bump a less senior employee in any department job classification previously worked, provided:
- A) That at least six (6) month probation period was satisfactorily completed; and,
 - B) The employee possesses the necessary abilities/qualifications and certifications for the position as determined by the County, and as such shall not be subject to the Grievance or Arbitration Procedure. If requested, the parties agree to meet and discuss the necessary abilities/qualifications and certifications and;
 - C) The demonstrated job performance in the former classification was at an acceptable standard.
- 36.6** In the event there are two (2) or more employees within the department with the same classification, title, and seniority, the layoff shall be based on total County seniority.
- 36.7** The County will make every reasonable effort to accomplish layoffs through attrition and transfers and/or voluntary retirement.
- 36.8** Employees are eligible for recall from layoff for twenty-four (24) months or time served, whichever is less, and no benefits shall accrue during such term of layoff. Employees shall be recalled in inverse order of layoff for any job qualified to perform and the County shall not hire from the open market while employees on the recall list are eligible for re-employment.
- 36.9** Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the last address of record. It is the employee's responsibly to keep the County advised of his/her whereabouts.
- 36.10** Employees on layoff who have been offered re-employment by registered mail and who fail to acknowledge availability for work within forty-eight (48) hours after receipt of notice, or who have failed to report to work within fourteen (14) consecutive calendar days after reporting availability, shall be removed from the layoff list and forfeit all re-employment rights. It shall be the employee's responsibility to ensure the Employer has current mailing address.

36.9 Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the last address of record. It is the employee's responsibility to keep the County advised of his/her whereabouts.

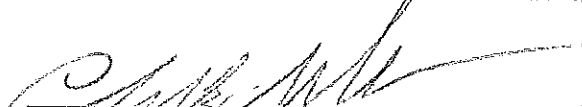
36.10 Employees on layoff who have been offered re-employment by registered mail and who fail to acknowledge availability for work within forty-eight (48) hours after receipt of notice, or who have failed to report to work within fourteen (14) consecutive calendar days after reporting availability, shall be removed from the layoff list and forfeit all re-employment rights. It shall be the employee's responsibility to ensure the Employer has current mailing address.

ARTICLE 37 - TERM OF THE AGREEMENT

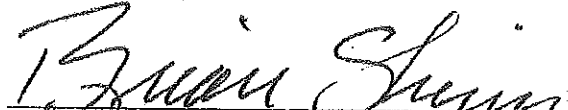
37.1 The Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025.

IN WITNESS THEREOF, The parties hereto have set their hands this 28th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS

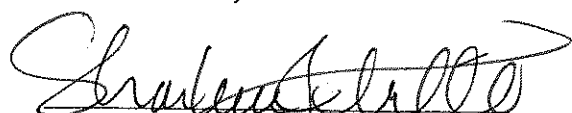

Charles Whitman, Chairman


Chris Seubert, Vice Chair

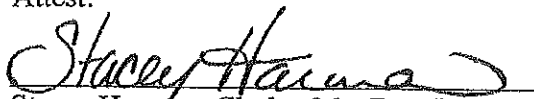

Brian Shinn, Member

FOR - UNION LOCAL 1476-AC

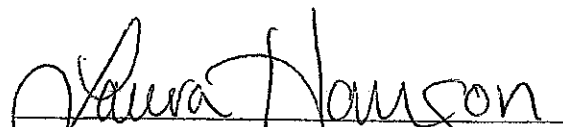

Sarah Aubertin, President


Sharlene Tiller, Vice President

Attest:


Stacey Harman, Clerk of the Board

Kevin Wesley, County Representative


Laura Hanson, Union Staff Representative

2023 Pay Plan
Courthouse Union Contract
(2023 - 2025)

TITLE		RATE
	\$2.00	
Cadastral Tech		
	17.96	
Full & Part Time Hourly Rate		\$19.96
Based on 1820 Hours	Annual	\$36,327.20
Based on 2080 Hours	Annual	\$41,516.80
OFFICE ASSISTANT		
	16.43	
Full & Part Time Hourly Rate		\$18.43
Based on 1820 Hours	Annual	\$33,542.60
Based on 2080 Hours	Annual	\$38,334.40
APPRAISER 3		
	20.73	
Full & Part Time Hourly Rate		\$22.73
Based on 1820 Hours	Annual	\$41,368.60
Based on 2080 Hours	Annual	\$47,278.40
APPRAISER 4		
	24.87	
Full & Part Time Hourly Rate		\$26.87
Based on 1820 Hours	Annual	\$48,903.40
Based on 2080 Hours	Annual	\$55,889.60
COLLECTION ASST	Clerks Office	
	16.32	
Full & Part Time Hourly Rate		\$18.32
Based on 1820 Hours	Annual	\$33,342.40
Based on 2080 Hours	Annual	\$38,105.60

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2023 Pay Plan
Courthouse Union Contract
(2023 - 2025)

[illegible]

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64
		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2024 Pay Plan
Courthouse Union Contract
(2023 - 2025)

TITLE		RATE
	2.50%	
CADASTRAL TECH		
	19.96	
Full & Part Time Hourly Rate		\$20.46
Based on 1820 Hours	Annual	\$37,237.20
Based on 2080 Hours	Annual	\$42,556.80
OFFICE ASSISTANT		
	18.43	
Full & Part Time Hourly Rate		\$18.89
Based on 1820 Hours	Annual	\$34,379.80
Based on 2080 Hours	Annual	\$39,291.20
APPRAISER 3		
	22.73	
Full & Part Time Hourly Rate		\$23.30
Based on 1820 Hours	Annual	\$42,406.00
Based on 2080 Hours	Annual	\$48,464.00
APPRAISER 4		
	26.87	
Full & Part Time Hourly Rate		\$27.54
Based on 1820 Hours	Annual	\$50,122.80
Based on 2080 Hours	Annual	\$57,283.20
COLLECTION ASST	Clerks Office	
	18.32	
Full & Part Time Hourly Rate		\$18.78
Based on 1820 Hours	Annual	\$34,179.60
Based on 2080 Hours	Annual	\$39,062.40

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

(2023 - 2025)

[illegible]

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2025 Pay Plan
Courthouse Union Contract
(2023 - 2025)

TITLE		RATE
	2.50%	
CADASTRAL TECH		
	20.46	
Full & Part Time Hourly Rate		\$20.97
Based on 1820 Hours	Annual	\$38,165.40
Based on 2080 Hours	Annual	\$43,617.60
OFFICE ASSISTANT		
	18.89	
Full & Part Time Hourly Rate		\$19.36
Based on 1820 Hours	Annual	\$35,235.20
Based on 2080 Hours	Annual	\$40,268.80
APPRAISER 3		
	23.30	
Full & Part Time Hourly Rate		\$23.88
Based on 1820 Hours	Annual	\$43,461.60
Based on 2080 Hours	Annual	\$49,670.40
APPRAISER 4		
	27.54	
Full & Part Time Hourly Rate		\$28.23
Based on 1820 Hours	Annual	\$51,378.60
Based on 2080 Hours	Annual	\$58,718.40
COLLECTION ASST	Clerks Office	
	18.78	
Full & Part Time Hourly Rate		\$19.25
Based on 1820 Hours	Annual	\$35,035.00
Based on 2080 Hours	Annual	\$40,040.00

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2025 Pay Plan
Courthouse Union Contract
(2023 - 2025)

[illegible]

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	400	2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2023 Pay Plan
Courthouse Union Contract
Community Services
(2023 - 2025)

TITLE		RATE
	\$ 2.00	
EMPLOYMENT Direct Support 1		
	14.78	
Full & Part Time Hourly Rate		\$16.78
Based on 1820 Hours	Annual	\$30,539.60
Based on 2080 Hours	Annual	\$34,902.40
EMPLOYMENT Direct Support 2		
	14.86	
Full & Part Time Hourly Rate		\$16.86
Based on 1820 Hours	Annual	\$30,685.20
Based on 2080 Hours	Annual	\$35,068.80
EMPLOYMENT Direct Support 3		
	15.49	
Full & Part Time Hourly Rate		\$17.49
Based on 1820 Hours	Annual	\$31,831.80
Based on 2080 Hours	Annual	\$36,379.20
OFFICE ASSISTANT		
	16.43	s/b same as C/H OA
Full & Part Time Hourly Rate		\$18.43
Based on 1820 Hours	Annual	\$33,542.60
Based on 2080 Hours	Annual	\$38,334.40

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2023 Pay Plan
 Furthhouse Union Contr
 Community Services
 (2023 - 2025)

[illegible]

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2024 Pay Plan
 Courthouse Union Contract
 Community Services
 (2023 - 2025)

TITLE		ENTRY
	2.50%	
EMPLOYMENT Direct Support 1		
	16.78	
Full & Part Time Hourly Rate		\$17.20
Based on 1820 Hours	Annual	\$31,304.00
Based on 2080 Hours	Annual	\$35,776.00
EMPLOYMENT Direct Support 2		
	16.86	
Full & Part Time Hourly Rate		\$17.28
Based on 1820 Hours	Annual	\$31,449.60
Based on 2080 Hours	Annual	\$35,942.40
EMPLOYMENT Direct Support 3		
	17.49	
Full & Part Time Hourly Rate		\$17.93
Based on 1820 Hours	Annual	\$32,632.60
Based on 2080 Hours	Annual	\$37,294.40
OFFICE ASSISTANT		
	18.43	s/b same as C/H OA
Full & Part Time Hourly Rate		\$18.89
Based on 1820 Hours	Annual	\$34,379.80
Based on 2080 Hours	Annual	\$39,291.20

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64
		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2024 Pay Plan
Courthouse Union Contract
Community Services
(2023 - 2025)

TITLE		ENTRY
	2.50%	
LEVEE CUSTODIAN		added 2015
	19.47	
Full & Part Time Hourly Rate		\$19.96
Based on 1820 Hours	Annual	\$36,327.20
Based on 2080 Hours	Annual	\$41,516.80
JOB DEVELOPER		new 2017
	18.76	
Full & Part Time Hourly Rate		\$19.23
Based on 1820 Hours	Annual	\$34,998.60
Based on 2080 Hours	Annual	\$39,998.40
EARLY INTERVENTIONIST		
	26.44	
Full & Part Time Hourly Rate		\$27.10
Based on 1820 Hours	Annual	\$49,322.00
Based on 2080 Hours	Annual	\$56,368.00
FAMILY RESOURCE COORDINATOR (FRC)		
	25.56	
Full & Part Time Hourly Rate		\$26.20
Based on 1820 Hours	Annual	\$47,684.00
Based on 2080 Hours	Annual	\$54,496.00

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$1,836.73
B = 3 - 4 Yr	\$125	\$3,061.22
C = 5 - 7 Yr	\$175	\$4,285.71
D = 8 - 10 Yr	\$225	\$5,510.20
E = 11 - 14 Yr	\$275	\$6,734.69
F = 15 - 19 Yr	\$325	\$7,959.18
G = 20 - 24 Yr	\$375	\$9,183.67
H = 25 + Years	400	9795.92

		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	400	2.3076923

11/2017 per BOCC hourly x 3%
for the add'l duties for FRC

\$26.99

\$23.10 x 3% (.69) = 23.79

2025 Pay Plan
Courthouse Union Contract
Community Services
(2023 - 2025)

TITLE		ENTRY
	2.50%	
EMPLOYMENT Direct Support 1		
	17.20	
Full & Part Time Hourly Rate		\$17.63
Based on 1820 Hours	Annual	\$32,086.60
Based on 2080 Hours	Annual	\$36,670.40
EMPLOYMENT Direct Support 2		
	17.28	
Full & Part Time Hourly Rate		\$17.71
Based on 1820 Hours	Annual	\$32,232.20
Based on 2080 Hours	Annual	\$36,836.80
EMPLOYMENT Direct Support 3		
	17.93	
Full & Part Time Hourly Rate		\$18.38
Based on 1820 Hours	Annual	\$33,451.60
Based on 2080 Hours	Annual	\$38,230.40
OFFICE ASSISTANT		
	18.89	s/b same as C/H OA
Full & Part Time Hourly Rate		\$19.36
Based on 1820 Hours	Annual	\$35,235.20
Based on 2080 Hours	Annual	\$40,268.80

STEPS (Levels)

		1820
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.49
B = 3 - 4 Yr	\$125	\$0.82
C = 5 - 7 Yr	\$175	\$1.15
D = 8 - 10 Yr	\$225	\$1.48
E = 11 - 14 Yr	\$275	\$1.81
F = 15 - 19 Yr	\$325	\$2.14
G = 20 - 24 Yr	\$375	\$2.47
H = 25 + Years	\$400	\$2.64
		2080
	Monthly	Hourly
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43
B = 3 - 4 Yr	\$125	\$0.72
C = 5 - 7 Yr	\$175	\$1.01
D = 8 - 10 Yr	\$225	\$1.30
E = 11 - 14 Yr	\$275	\$1.59
F = 15 - 19 Yr	\$325	\$1.88
G = 20 - 24 Yr	\$375	\$2.16
H = 25 + Years	\$400	\$2.31

2025 Pay Plan
Courthouse Union Contract
Community Services
(2023 - 2025)

TITLE		ENTRY
	2.50%	
LEVEE CUSTODIAN		added 2015
	19.96	
Full & Part Time Hourly Rate		\$20.46
Based on 1820 Hours	Annual	\$37,237.20
Based on 2080 Hours	Annual	\$42,556.80
JOB DEVELOPER		new 2017
	19.23	
Full & Part Time Hourly Rate		\$19.71
Based on 1820 Hours	Annual	\$35,872.20
Based on 2080 Hours	Annual	\$40,996.80
EARLY INTERVENTIONIST		
	27.10	
Full & Part Time Hourly Rate		\$27.78
Based on 1820 Hours	Annual	\$50,559.60
Based on 2080 Hours	Annual	\$57,782.40
FAMILY RESOURCE COORDINATOR (FRC)		
	26.20	
Full & Part Time Hourly Rate		\$26.86
Based on 1820 Hours	Annual	\$48,885.20
Based on 2080 Hours	Annual	\$55,868.80

STEPS (Levels)

			1820
	Monthly	Hourly	
A = 6 Mo - Completion 2 Yr =	\$75	\$1,836.73	
B = 3 - 4 Yr	\$125	\$3,061.22	
C = 5 - 7 Yr	\$175	\$4,285.71	
D = 8 - 10 Yr	\$225	\$5,510.20	
E = 11 - 14 Yr	\$275	\$6,734.69	
F = 15 - 19 Yr	\$325	\$7,959.18	
G = 20 - 24 Yr	\$375	\$9,183.67	
H = 25 + Years	400	9795.92	

			2080
	Monthly	Hourly	
A = 6 Mo - Completion 2 Yr =	\$75	\$0.43	
B = 3 - 4 Yr	\$125	\$0.72	
C = 5 - 7 Yr	\$175	\$1.01	
D = 8 - 10 Yr	\$225	\$1.30	
E = 11 - 14 Yr	\$275	\$1.59	
F = 15 - 19 Yr	\$325	\$1.88	
G = 20 - 24 Yr	\$375	\$2.16	
H = 25 + Years	400	2.3076923	

11/2017 per BOCC hourly x 3%
for the add'l duties for FRC

\$27.67

\$23.56 x 3% (.71) = 24.27