

LABOR AGREEMENT

BETWEEN

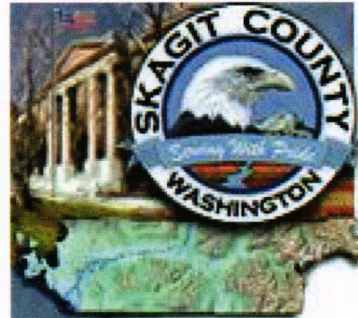
SKAGIT COUNTY, WASHINGTON

AND

SKAGIT COUNTY PUBLIC DEFENDERS

LOCAL 176 PD, COUNCIL #2, AFSCME

JANUARY 1, 2017 – DECEMBER 31, 2019



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|---|----|
| ARTICLE 1 – RECOGNITION | 1 |
| ARTICLE 2 – UNION-MANAGEMENT RELATIONS | 2 |
| ARTICLE 3 – MANAGEMENT RIGHTS | 3 |
| ARTICLE 4 – EMPLOYEE AND UNION RIGHTS | 3 |
| ARTICLE 5 – GRIEVANCE PROCEDURE..... | 5 |
| ARTICLE 6 – SENIORITY, LAYOFF AND RECALL..... | 6 |
| ARTICLE 7 – DISCIPLINE – TERMINATION | 6 |
| ARTICLE 8 – PAID HOLIDAYS..... | 7 |
| ARTICLE 9 – VACATIONS..... | 8 |
| ARTICLE 10 – SICK LEAVE | 9 |
| ARTICLE 11 – FAMILY LEAVE | 10 |
| ARTICLE 12 – OTHER LEAVE TIME | 10 |
| ARTICLE 13 – HOURS OF WORK AND WAGES..... | 11 |
| ARTICLE 14 – PROFESSIONAL DEVELOPMENT..... | 11 |
| ARTICLE 15 – HEALTH AND WELFARE | 12 |
| ARTICLE 16 – COURT SANCTIONS..... | 14 |
| ARTICLE 17 – NON-DISCRIMINATION | 14 |
| ARTICLE 18 – PROBATION UPON EMPLOYMENT | 14 |
| ARTICLE 19 – CLASSIFICATION AND SALARY | 14 |
| ARTICLE 20 – SAVING CLAUSE..... | 15 |
| ARTICLE 21 – AGREEMENT DURATION | 16 |
| ATTACHMENT A CLASSIFICATIONS | 18 |
| ATTACHMENT B WAGE TABLES | 21 |
| ATTACHMENT C SMP REVISIONS | 24 |

The Board of County Commissioners and the Director of Public Defenders' Office (hereafter referred to as the "Director") of Skagit County, Washington, hereinafter known as the Employer, and Local 176-PD of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter known as the Union, do hereby reach Agreement for the purpose of enhancing the material conditions of the employees, promote the general efficiency of the Office, to eliminate as far as possible, political considerations from policy, and to promote the morale, well being and security of employees.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time Public Defenders of Skagit County, excluding supervisors, confidential employees, elected officials, the civil division, and all other employees.
- 1.2 The bargaining unit shall include only those employees working in the classifications listed in Attachment "A" that meet the definition of full-time or regular part-time employee described below.
- 1.3 A full-time employee is an employee who regularly works forty (40) hours per week. A regular part-time employee is an employee who regularly works less than forty (40) hours per week but more than twenty (20) hours per week for five (5) months or longer in a twelve (12) month period.
- 1.4 All full-time and regular part-time employees, who are members of the Union at the time of the effective date of this Agreement, shall remain members of the Union as a condition of their employment, with the exceptions listed in Article 1.8
- 1.5 All new full-time employees and regular part-time employees, upon completion of a thirty (30) day period, shall become and shall remain members of the Union as a condition of their employment and shall be entitled to all Union benefits. The Employer shall notify the Union in writing of each new employee and his/her job title within fifteen (15) days from the date of hire.
- 1.6 The Employer agrees to deduct from the wages of all employees dues hereafter becoming due from such employee to the Union.
- 1.7 The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.
- 1.8 If an employee, for a bona fide religious belief or tenet, does not desire to be a member of the Union, he/she shall pay to the Employer each month an amount of money equivalent to such regular current Union dues to the Union, who shall then transmit that amount to a nonreligious charity (as provided in R.C.W. 41.56.122) of the objecting employee's choice, mutually agreed upon between the Employer and the Union.

ARTICLE 2 – UNION-MANAGEMENT RELATIONS

- 2.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union.
- 2.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the President of Local 176-PD, a Representative of Washington State Council #2, the Director, and the Board of County Commissioners.
- 2.3 The Union shall select from its members a committee of up to two (2) including the Union President to serve with the Union Representative in negotiation with the Employer. Negotiations shall be conducted at mutually agreed times and places.
- 2.4 Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are scheduled during an employee's normal working hours.
- 2.5 Official Union Representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such representatives shall obtain permission from their supervisor before leaving the job site. Such representative who wishes to contact an employee or employees on the job concerning a grievance or complaint shall first obtain permission from the employee's supervisor. Supervisors shall cooperate with the union representatives in order to expedite and resolve grievances or complaints.
- 2.6 On February 1, of each year, the Union shall submit to the Employer a written list of union officials, negotiating committee and grievance committee members. The Employer shall be notified in writing of any changes that occur during the year within two (2) weeks after such changes occur.
- 2.7 In recognition of the value of communication between the parties and the benefits of cooperative problem solving, the Director and the Union President, or designee, shall meet periodically, but at least quarterly, during the term of this Agreement to discuss matters of mutual concern.
 - 2.7.1 Without any waiver of rights by the Union or County regarding the permissiveness of the subject, the parties agree they may use this process to continue a dialogue regarding case loads and the management thereof. This agreement in 2.7.1 to communicate does not limit or waive the union's or employees' rights to resolve matters of concern through other means.
 - 2.7.2 It is understood that any items discussed shall not add to or alter the terms of the collective bargaining Agreement unless ratified by the membership of the Union and approved by the Board of County Commissioners and the Director. It is also understood that none of the parties to this Agreement waives its right to negotiate any bargainable subject.

- 2.8 The Union shall be entitled to one (1) representative one each of the Salary and Benefits Committee and the Health and Welfare Committee.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Employer retains and reserves all powers and authority, subject only to express limitations stated in this agreement, to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations and the Rules of Professional Conduct, Examples of such rights include the following:
- 3.1.1 To plan, direct, control and determine all the operations and services of the office of the Public Defender;
 - 3.1.2 To supervise, transfer and direct the workforce;
 - 3.1.3 To establish the qualifications for employment and to employ employees;
 - 3.1.4 To schedule and assign work;
 - 3.1.5 To establish work and performance standards and, from time to time, to change those standards;
 - 3.1.6 To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
 - 3.1.7 To make and enforce reasonable rules and regulations;
- 3.2 In recognition of the value of communication between the parties and the benefits of cooperative problem solving, the Public Defender agrees to meet with representatives of the Union to discuss matters of mutual concern. It is understood that any items discussed in this context shall not add to or alter the terms of the collective bargaining agreement unless ratified by the membership of the Union and approved by the Board of County Commissioners and the Public Defender.

ARTICLE 4 – EMPLOYEE AND UNION RIGHTS

- 4.1 The County agrees to allow the Union to use designated departmental bulletin boards, 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 County agrees that Local Unions may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on a Union Bulletin Board
- 4.2 Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City

Employees and/or the American Federation of State and County and Municipal Employees (AFL-CIO); provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The time off shall not exceed five (5) days for a single function or a total of fifteen (15) working days in one calendar year. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Director's approval.

- 4.3 The Employer agrees that during working hours, on the Employer's premises, a County employee representative of the Union shall be allowed without loss of pay, to:
- 4.3.1 Post Union notices pursuant to §4.1 above.
 - 4.3.2 Distribute Union literature which shall be restricted to the employees' break room and shall not disrupt normal operations.
 - 4.3.3 Transmit communications, authorized by the local Union or its officers, to the Employer or his/her representative without disrupting normal operations.
 - 4.3.4 Consult with the Employer, his/her representatives, local Union officers, or other Union representatives concerning any provision of this agreement, after first receiving the approval of the Director.
 - 4.3.5 The Employer agrees that accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's break room or conference room, unless otherwise concurred by the Employer.
 - 4.3.6 Upon the reasonable written request of the Union, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit.
 - 4.3.7 The President or his/her designee will be allowed two (2) days off per calendar year with pay to attend designated WSCCCE and AFSCME functions in addition to the time outlined below in Section 5 of this Article.
- 4.4 The President or his/her designee may utilize the conference room(s) of the Public Defender's office for Union meetings with prior approval of the Director or Office Manager. The President may also make limited use of office copy machines for union matters, subject to review of such use by the Director. Union members may utilize County email for the purposes of announcing union meetings or functions or to communicate with other union members during breaks, lunches or off-hours.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:

5.1.1 Step 1: Within ten (10) working days from its occurrence, or from the date the aggrieved employee could reasonably have known of the occurrence, the aggrieved employee shall discuss his complaint with the Public Defender. The Union Representative may be present if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.

5.1.2 Step 2: If the complaint is not resolved in Step 1, the complaint if judged valid by the Union, shall be reduced to a written grievance and submitted to the Public Defender within ten (10) working days from the informal meeting in Step 1. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Public Defender shall submit his answer back to the Union official and employee from whom he received it within five (5) working days.

5.1.3 Step 3: If the grievance is not settled in Step 2. and the Union wishes to appeal the grievance to Step 3. of the grievance procedure, it shall be referred in writing to the Human Resources Director within five (5) working days after the answer in Step 2. and shall be signed by both the employee and the Union official. The Employer's representative shall discuss the grievance within ten (10) working days with the Union official at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the appropriate representatives of the Employer and the Union. If no settlement is reached, the Employer's representative shall give the Employer's written answer to the Union within twenty (20) working days following their meeting. 3.1.4

Step 4: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, shall be submitted for arbitration within forty-five (45) working days of receipt of the Employer's written response as hereafter provided. The parties shall select a disinterested party to serve as arbitrator.

5.1.4 In the event the Employer and the Union are unable to agree upon an arbitrator, the Employer and Union shall request a list of eleven (11) Northwest Arbitrators from the Federal Mediation and Conciliation Service. The agreed upon source shall supply a list of eleven (11) arbitrators from which a selection shall be made by alternately striking one (1) name from the list until only one (1) name shall remain. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the Agreement, and shall not add to, detract from or alter in any way the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be equally shared by the Employer and the Union. Any expenses

associated with the representatives of the parties in arbitration, including attorney's fees, shall be borne by the respective party.

- 5.2 Failure of the Union to meet any of the timelines within shall void the grievance. If the Employer fails to meet any of the timelines the grievance shall proceed to the next step. The timelines may be extended by mutual Agreement.
- 5.3 Only signatories to the Agreement may advance a grievance to arbitration.
- 5.4 For the purposes of this article, the Union shall mean the Council #2 Union Representative or the Local #176-PD President, AFSCME, Council #2.

ARTICLE 6 – SENIORITY, LAYOFF AND RECALL

- 6.1 Seniority. For purposes of layoff and recall rights, seniority shall be defined as a Public Defender's months of continuous service (inclusive of unpaid leaves as a full-time or regular part-time Public Defender).
- 6.2 Layoff Procedures. In the event of a layoff, the Public Defender will consider individual performance, skills and abilities, and the needs of remaining positions. If such factors are equal, consideration shall be given to seniority.
- 6.3 Recall. After a layoff, all laid-off Public Defenders shall have their names placed on a recall register for the position from which they were laid off, or for any other lower-rated position. Such recall register(s) shall last for eighteen (18) months. If new hiring takes place during that recall period, the Public Defender will consider recall of a laid off attorney if the Public Defender concludes the attorney is qualified.

ARTICLE 7 – DISCIPLINE – TERMINATION

- 7.1 The Public Defender retains the right to discipline or discharge any employee for good cause per County Code 2.36.095. Although the Public Defender shall determine the ultimate level of discipline, principles of progressive discipline will generally be used. The Public Defender shall provide the Deputy with the basis for the discipline or discharge decision. Any discipline action imposed upon an employee may be subject to the Grievance Procedure. If the Employer has reason to reprimand an employee, the Employer shall strive to do so in a manner that will not embarrass the employee before other employees or the public.
 - 7.1.1 The Public Defender shall provide the Deputy with written documentation of the basis for the any discipline or discharge decision.
- 7.2 Any disciplinary or termination action involving a regular employee may be subject to the Grievance Procedure up through the Public Defender. After a review of the grievance by the Public Defender, his/her decision is final and binding.
- 7.3 In cases of disciplinary suspension or termination, the Deputy shall have the right to a pre-termination meeting. He/she shall be presented in writing with the nature of the charges

against him/her, the facts supporting them, and the opportunity to respond to said charges. The Deputy shall have the right to have a Union representative present. After the pre-determination meeting, the Deputy will be notified in writing of the final decision.

7.4 Probationary Deputies may not grieve any discipline or discharge.

ARTICLE 8 – PAID HOLIDAYS

8.1 The following shall be paid observed holidays and are the legal holidays:

| | |
|-------------------------------|--|
| New Year's Day | First day of January |
| Martin Luther King's Birthday | Third Monday of January |
| President's Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | Fourth day of July |
| Labor Day | First Monday of September |
| Veteran's Day | Eleventh day of November |
| Thanksgiving Day | Fourth Thursday of November |
| Day after Thanksgiving Day | Day immediately following Thanksgiving Day |
| Christmas Day | Twenty-fifth day of December |

8.1.1 Employees shall be entitled to two (2) paid personal holiday per calendar year in addition to those specified in this section. It is agreed that all Personal Holidays shall be eight (8) hours per personal holiday for FTE = 1. Employees employed (budgeted) as less than 1 FTE shall be prorated. Personal Holidays may be used in one (1) hour increments with approval of the employee's supervisor. Each employee may select the day on which the employee desires to take the personal holiday subject to the approval of the Employer. New employees shall be eligible for the said personal holiday following six (6) months of continuous service, so long as employee is scheduled to be continuously employed for a period of one (1) year. Floating holidays must be taken during the calendar year, or entitlement will lapse, except when the employee has requested a personal holiday and the request has been denied.

8.2 Whenever a legal holiday falls on Sunday, the next Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the previous Friday shall be considered a legal holiday.

8.3 Regular part-time employees shall receive prorated holiday pay based on the total hours compensated for the month or a percentage of a full-time work month of one hundred seventy-three point three-three (173.33) hours.

8.4 An employee shall be eligible for the paid holidays so long as the employee is in attendance or on authorized paid leave the workday prior to and the workday following the day on which the holiday is observed, or in the case of employees on authorized time loss for an industrial insurance claim.

ARTICLE 9 – VACATIONS

- 9.1 Vacation leave shall be computed from the last day of hiring.
- 9.2 In allocating vacation time, the concept of first come, first served shall apply within the various functional work groups.
- 9.3 All employees shall be credited at the end of each calendar month of employment with the following amounts of vacation eligibility:

For the purpose of ease of computation, the vacation schedule may be converted from days to hours based on a ratio of one (1) day equals eight (8) hours.

| PERIOD COVERED | DAYS/YEAR | <u>Annual Leave per straight time hours compensated</u> |
|---|-----------------------|--|
| Zero (0) through three (3) years | 10 days (Max 80 hrs) | 0.0385 |
| Four (4) through ten (10) years | 15 days (Max 120 hrs) | 0.0576 |
| Eleven (11) years | 16 days (Max 128 Hrs) | 0.0615 |
| Twelve (12) years | 17 days (Max 136 hrs) | 0.065 |
| Thirteen (13) years | 18 days (Max 144 hrs) | 0.0692 |
| Fourteen (14) years | 19 days (Max 152 hrs) | 0.0731 |
| Fifteen (15) years | 20 days (Max 160 hrs) | 0.0769 |
| Sixteen (16) years | 21 days (Max 168 hrs) | 0.0807 |
| Seventeen (17) through nineteen (19) years | 22 days (Max 176 hrs) | 0.0846 |
| Twenty (20) years and over | 23 days (Max 184 hrs) | 0.0885 |

- 9.4 Annual leave with pay shall be allowed for each new employee upon the completion of their first six (6) months of service. After six (6) months of service, each employee shall be allowed to take vacation according to the amount of vacation time he/she has accrued up to that month.

9.4.1 Vacation leave may be accrued to a maximum of eighty (80) hours over and above that earned in any one year. Whenever vacation time is accrued in excess of eighty (80) hours over and above that earned in any one year due to the employee’s vacation being deferred at the request of the Director or due to heavy workload is unable to take time off, an employee shall have the option of cashing out such excess vacation leave, or of carrying it over to the following year.

- 9.5 Vacation days for purposes of accrual shall consist of eight (8) hours per day for 40 hour/work week positions. Vacation leave shall be expended based on actual hours off assigned work shift.

- 9.6 Upon retirement, resignation or termination, an employee who has completed six (6) months of continuous service will be allowed pay for vacation accrued up until the last day worked. A maximum of two hundred forty (240) hours shall be allowed to be cashed out.
- 9.7 The Director shall have the authority to approve vacations.

ARTICLE 10 – SICK LEAVE

- 10.1 Cumulative sick leave with pay shall accrue to all full-time employees at the rate of one (1) working day of leave (i.e. 8 hours, or (0.0462 hours per compensated straight time hour) for each calendar month of service, and shall be pro-rated for regular part-time employees. Total accumulations shall not exceed 960 hours for regular full time employees, and shall be pro-rated for regular part-time employees. It is expended based on actual hours off of the assigned work shift.
- 10.2 Employees who are granted leave with pay shall continue to accrue sick leave during such absence.
- 10.3 Sick leave shall be granted for the following reasons:
- 10.3.1 Personal illness or physical incapacity of which renders them unable to perform the duties of their position, exclusive of physical incapacity, self-inflicted.
 - 10.3.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
 - 10.3.3 Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
 - 10.3.4 Enforced quarantine in accordance with health regulations.
 - 10.3.5 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated below. “Immediate family” includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, brother, sister, child, or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee’s household, or as required by law.
 - 10.3.6 Medical, dental or optical appointments.
 - 10.3.7 With the prior approval of the Board of County Commissioners, regular full-time and regular part-time employees may donate sick leave to an employee so long as the donor’s accrued sick leave balance is maintained at sixty (60) days after the donation. A Sick Leave Donation Affidavit must be filed prior to the donation.
- 10.4 Sick leave shall be figured exclusive of holidays and days off.

- 10.5 The employee shall furnish a physician's certificate, if requested by the Employer.
- 10.6 The employee shall be responsible for notifying his supervisor thirty (30) minutes or more prior to the start of the workday if on sick leave.
- 10.7 Upon separation employees shall be eligible for sick-leave cash-out according to County Policy for such cash-out.
- 10.8 Unpaid Leave for Pregnancy/Childbirth Disability. Leaves granted for sickness or disability related to pregnancy or childbirth pursuant to state and/or Federal law may extend for the actual duration of the sickness or disability

ARTICLE 11 – FAMILY LEAVE

- 11.1 Federal Family and Medical Leave. Eligible employees shall be allowed Family and Medical Leave consistent with the federal Family and Medical Leave Act, applicable state law, and the County's Personnel Policies and Procedure Manual.

ARTICLE 12 – OTHER LEAVE TIME

- 12.1 Bereavement Leave. It is hereby mutually agreed that in the event of a death in the immediate family of an employee, the employee shall be granted time off with pay. "Immediate Family" and "Time Off" shall be defined as follows:
 - 12.1.1 Immediate Family. Persons related by blood or marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild and any relative living in the employee's household.
 - 12.1.2 Time Off.
 - 12.1.2.1 In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days which is not more than forty (40) working hours of leave with pay to attend to personal matters. Regular Part Time employees shall receive bereavement leave based on their percentage of full-time employment.
 - 12.1.2.2 An employee is eligible for a one-half (½) day leave with pay to attend the funeral of a fellow employee or an employee who has retired from service within five (5) years, subject to the approval of the Department Head/Elected Official.
 - 12.1.3 All bereavement leave shall be by notification and arrangement between employee and the department head.
- 12.2 Military Leave. Employee military leave is governed by state and federal law as set forth in the County's Personnel and Procedures Manual.

12.3 Jury Duty. Any employee who is called for jury duty shall receive from the Employer his regular pay for the actual time he is required to be absent from work because of such duty, less all sums received as a juror, exclusive of mileage. Any such absence shall not be counted as sick leave or vacation. If an employee is called for jury duty within Skagit County and is dismissed from such duty or appearance prior to noon, he shall report back to work.

12.4 Unpaid Leave. All requests for an Unpaid Leave of Absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Employer shall respond to the requests for leave of absence in writing within ten (10) working days. The length of leave of absence shall be at the discretion of the Director. Approved leave requests of six (6) months or less assure the employees reinstatement to their current position.

12.4.1 Realizing an employees' first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

12.5 Donated Sick Leave: Donated Sick leave will be provided per County policy. Donated Sick Leave is not included as "compensable" time for the purposes of any benefit.

ARTICLE 13 – HOURS OF WORK AND WAGES

13.1 Hours of Work. Public Defenders are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.1 Dues. Effective upon ratification of this Agreement, the Employer shall pay for each Public Defender his/her Washington State Bar Association with one section's dues if elected by the employee, Skagit County Bar Association dues, and Washington Defenders' Association dues and Washington Criminal Defense Lawyers.

14.2 CLE. The County shall allow paid time for and will reimburse each Public Defender the cost of obtaining fifteen (15) continuing legal education credits per year, provided that they are pre-approved by the Director.

In addition, the County will allow paid time off for Public Defenders to attend additional professional conferences which may include Bar Committee meetings. There is no specific limit to the number of conferences that can be attended by a Public Defender, provided that the Public Defender's attendance is pre-approved by the Director, and further provided that the Public Defender can arrange his/her calendar to avoid undue burden on other Public Defenders having to cover cases.

14.3 When the Director becomes aware that: 1) a new position will be created within the bargaining unit; 2) an existing position has become vacant within the bargaining unit; or 3) an existing position will become vacant within the bargaining unit, and as a result, the Employer will be posting a position on the County Job Opportunities website, the Employer shall notify bargaining unit members as soon as is practicable, and at least two weeks prior to making any job offer to an external candidate. Local members interested in transferring to the vacant assignment must notify the Director in writing prior to the close of the job posting.

14.3.1 This provision is designed to give Local members notice of such openings so they may notify the Director of their interest to transfer and be considered prior to an external candidate being offered the vacant assignment. This provision only applies to the initial vacancy, and not any vacancies that may be created by a Local member transferring as a result of this provision. This provision does not apply to regular rotation of Public Defender duties.

ARTICLE 15 – HEALTH AND WELFARE

15.1 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 15.8 and Attachment A, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 15.4, 15.5 or 15.7. The SMP shall be the Plan adopted by the County.

15.2 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:

15.2.1 The Parties have agreed that an appropriate division of the SMP “**Operating Cost Sharing**” (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries’ payments for services and/or coverage over a rolling three (3) year period.

15.2.2 The County shall provide funding of the SMP as follows:

15.2.2.1 For 2017 the County shall fund the SMP

15.2.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.

15.2.2.3 For 2019 the County shall fund the SMP at no more than 105% of the 2018 funding level however if the full 106.5% is not used in 2018, the amount not used shall be added to the 105% but not more than 110% of the 2017 funding level.

15.2.2.4 In the event County funding provided in Subsections 15.2.2.1 through 15.2.2.3 should result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a three (3) year period the County shall increase its funding above the level required in this Section 15.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS

- 15.2.3 In the event a specific SMP employee benefit choice require an employee payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such employee payment is hereby authorized for payroll deduction by Section 15.2.3 of This Agreement. To the extent the County may be able to do so such payments shall be deducted on a “pre-tax” basis.
- 15.3 All funding set out in Section 15.2 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 15.4 Should the SMP accumulate “surplus reserves” (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP to provide funding of the SMP for actuarial predictable “bad years”) such surplus reserves shall be available for:
- 15.4.1 Maintaining fund stability consistent with Section 15.2 and its subsections;
- 15.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP benefit improvements as do not weaken the long term sustainability of the SMP at the current and future funding levels; plus, such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
- 15.5 Should the SMP experience negative actuarial trend experience altering the division of SMP-OCS as provided in Section 15.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP, shall meet and make said possible recommendations for the following plan year within the division of SMP-OCS provided in Section 15.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.
- 15.5.1 The Benefits Committee may have one representative from each bargaining unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County’s consultants and the HR department.
- 15.6 If any change(s) to the SMP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.

- 15.7 The parties agree on the ability of employees to continue participation in a Health Savings Account (HSA) at the additional cost to be paid for by the employee. Participation in the HSA shall be in accordance with the adopted plan.
- 15.8 Voluntary Medical Insurance Incentive Plan: If the County offers a Voluntary Medical Insurance Incentive Plan, such shall be offered to bargaining unit employees.

ARTICLE 16 – COURT SANCTIONS

- 16.1 The County shall pay any sanctions, terms, or fines levied by any court against Public Defenders for acts or omissions committed by Public Defenders in good faith, as reasonably determined by the Director and within the scope of their official duties.
- 16.2 The County agrees that it shall, according to its insurance coverage, provide for the defense of any employee brought into litigation through performance within the scope of their work for the County.

ARTICLE 17 – NON-DISCRIMINATION

- 17.1 With respect to compensation, terms or conditions of employment, or with respect to union membership, it is the policy of Skagit County to follow all federal and state laws to ensure non-discrimination. . Any violation shall constitute a breach of this Agreement. Skagit County is an Equal Opportunity Employer. Employees who wish to pursue discrimination complaints must elect whether to do so under the collective bargaining agreement or under state or federal law, not both. Employees must make this election prior to Step 2 of the grievance procedure.

ARTICLE 18 – PROBATION UPON EMPLOYMENT

- 18.1 No appointment or employment of a newly hired individual in any position shall be deemed complete until after the expiration of a period of six (6) months probationary service from the date of hire. Probation is an extension of the selection process and failure of the probationary period as determined by the Director shall not be subject to appeal through the grievance procedure or otherwise.

ARTICLE 19 – CLASSIFICATION AND SALARY

- 19.1 Classification and Salary Assignment.
- 19.1.1 Step Placement and Advancement. Effective the first pay-period following the adoption of this Agreement the Classification table in Attachment A shall be implemented
- 19.1.2 General Wage Adjustments.
- Effective and retroactive to January 1, 2017, there shall be a 1.5 % increase in the 2016 wage table.

Effective and retroactive to January 1, 2018 there shall be a 2 % increase in the 2017 wage table.

Effective January 1, 2019 there shall be a 1.5% increase in the 2018 wage table

19.1.3 Recommended changes as a result of the Total Cost of Compensation Study (Attachment D) for placement of positions on the salary schedule are adopted and implemented effective and retroactive to January 1, 2017.

A. Employees whose positions are moving up one Range shall be placed at a step on the new Range which results in a one-step increase from their current placement.

B. Employees whose positions are moving up two Ranges (or more) shall be placed at a step on the new Range which results in a two-step increase from their current placement.

C. Should the first step of the new Range for a position be a greater increase for the employee than what is outlined in A and B of this section, the employee shall be placed on the first step of the new Range and the employee's step increase date shall be set to January 1, 2017.

D. Employees whose positions are moving down in Ranges shall be placed on a step of the new Range which matches their current compensation. Any employee who is currently compensated at a rate that is higher than the top step of the new Range for their position shall be "frozen" at their current rate of pay, and receive no cost of living adjustments, until the top step of the new Range catches up to their current rate of pay.

E. Step placement of employees on a new Range as outlined in A, B and D of this section will not change the employee's next step increase date which shall occur as regularly scheduled.

19.2 On Call Pay.

19.2.1 Effective within two pay periods of ratification, employees shall be compensated for on call employment at a rate of \$200 per week.

ARTICLE 20 – SAVING CLAUSE

20.1 Should any part hereof or any provisions herein be rendered or declared invalid by reason of any existing or subsequent legislation, or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion herein, and they shall remain in full force and effect.

20.2 In the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, not represented by Local 176-PD exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.

20.3 Should the County determine there is economic justification, the County may open this Agreement by giving notice to and meeting with the Union. The County shall provide the Union with the information supporting the County's determination. The County and Union


shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

ARTICLE 21 – AGREEMENT DURATION

21.1 This Agreement shall become effective on execution of Agreement and shall remain in full force and effect until and through December 31, 2019. Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days, but not more than ninety (90) days prior to December 31, 2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay.

EXECUTED this 12 day of March, 2018.

AFSCME LOCAL #176
PUBLIC WORKS EMPLOYEES

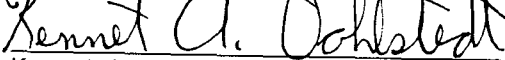


President, Local #176




Representative, State Council #2

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Kenneth A. Dahlstedt, Chair

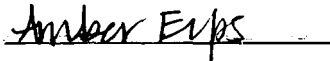


Lisa Janicki, Commissioner



Ron Wesen, Commissioner

ATTEST:



Amber Epps

Clerk of the Board
Skagit County Board of Commissioners

Attachment A Classifications

(To be effective the pay-period following Adoption by the BOCC)

This Attachment A sets out the Classification structure for Public Defenders. The parties will continue to use the same 12 and 18 month step time frames and range structure as is included in the current county wage grid.

Public Defender I

Entry level attorneys will be placed at steps 1-3 of range 28 based on the Director's assessment of experience and qualifications. The official title for such attorneys would be Public Defender I.

A Public Defender I entering service at range 28, step 1 would move to range 28, step 2 upon completion of one year of service: those entering at range 28, step 2, would move to step 3 upon completion of one year of service.

A Public Defender I entering service at range 28, step 3 would move to step 4 upon completion of 18 months of service.

After 2 years of satisfactory performance as a Public Defender I, as judged by the Director, a Public Defender I shall be promoted to the position of Public Defender II.

It shall be the responsibility of the Director to notify HR of nominations for promotion to Public Defender II in a timely manner.

Promotions will become effective as of the employee's two-year anniversary date when nominated by that anniversary date. If nominated after the employee's anniversary date, the promotions will become effective when approved in good faith by the County.

If an employee is not promoted to Public Defender II at their two year anniversary, the Director shall meet with and inform the employee of the specific reasons for which their performance was deemed "not satisfactory" and shall also inform the employee of the specific areas of job performance in which they need to improve in order to achieve a "satisfactory" performance determination to qualify for a promotion. This meeting shall be provided to the employee in a timely manner. A Public Defender I not promoted at the two year anniversary would again be eligible to be advanced to the level of Public Defender II with each subsequent anniversary date of their employment with the county.

Subsequent movements along this range would occur according to conventional county policy.

Public Defender II

An attorney advancing to the position of Public Defender II shall begin service in such position at pay range 29. Movement from range 28 to range 29 will always result in

placement in one step lower than current placement at range 28. Subsequent movements along this range would occur according to conventional county policy.

After 2 years of satisfactory performance as a Public Defender II, as judged by the Director, a Public Defender II shall be nominated to the position of Public Defender III by the Director.

It shall be the responsibility of the Director to notify HR of nominations for promotion to Public Defender III in a timely manner.

Promotions will become effective as of the employee's two-year anniversary date from hire or promotion to the Public Defender II, when nominated by that anniversary date. If nominated after the employee's anniversary date, the promotions will become effective when approved in good faith by the County.

If an employee is not nominated for promotion to Public Defender III at their two year anniversary, the Director shall meet with and inform the employee of the specific reasons for which their performance was deemed "not satisfactory" and shall also inform the employee of the specific areas of job performance in which they need to improve in order to achieve a "satisfactory" performance determination to qualify for a promotion. This meeting shall be provided to the employee in a timely manner.

A Public Defender II not nominated at the two year anniversary, would again be eligible to be nominated for promotion to the level of Public Defender III with each subsequent anniversary date of their employment with the county. Final approval of the promotion must be given by the BOCC at the first nomination by the Director. If the Director nominates a Public Defender II for promotion to Public Defender III, the BOCC does not approve the promotion, and the director again nominates that Public Defender II on his or her next anniversary date of employment with the county, the Public Defender II shall be promoted to Public Defender III at this second nomination. Subsequent movements along this range would occur according to conventional county policy.

Public Defender III

An attorney advancing to the position of Public Defender III shall begin service in such position at pay range 30. Movement from range 29 to range 30 will always result in placement in one step lower than current placement at range 29. Subsequent movements along this range would occur according to conventional county policy

A Public Defender III may become eligible to be promoted to the position of Senior Public Defender after serving a minimum of one year as Public Defender III. A Public Defender III will be eligible to become a Senior Public Defender only if nominated by the Director or by using the County's reclassification request procedure to seek a move to Range 32. Final approval of promotion to Senior Public Defender remains with the BOCC.

Senior Public Defender

A Senior Public Defender shall be paid at range 32.

Attachment B Wage Tables

SKAGIT COUNTY 2017 SALARY STRUCTURE PUBLIC DEFENDER (AFSCME) - EXEMPT

| DURATION (MONTHS) | | 12 | 12 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | Additional Step 1% |
|-------------------|----------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------------------|
| RANGE | PAY PERIOD | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 28 | HOURLY | \$ 31.61 | \$ 32.71 | \$ 33.86 | \$ 35.05 | \$ 36.29 | \$ 37.55 | \$ 38.87 | \$ 40.21 | \$ 41.62 | \$ 42.03 |
| | 1/2 MONTH (40) | \$ 2,739.53 | \$ 2,834.87 | \$ 2,934.53 | \$ 3,037.67 | \$ 3,145.13 | \$ 3,254.33 | \$ 3,368.73 | \$ 3,484.87 | \$ 3,607.07 | \$ 3,642.60 |
| | MONTHLY (40) | \$ 5,479.07 | \$ 5,669.73 | \$ 5,869.07 | \$ 6,075.33 | \$ 6,290.27 | \$ 6,508.67 | \$ 6,737.47 | \$ 6,969.73 | \$ 7,214.13 | \$ 7,285.20 |
| | ANNUAL (40) | \$65,748.80 | \$68,036.80 | \$70,428.80 | \$72,904.00 | \$75,483.20 | \$78,104.00 | \$80,849.60 | \$83,636.80 | \$86,569.60 | \$87,422.40 |
| 29 | HOURLY | \$ 33.82 | \$ 35.00 | \$ 36.23 | \$ 37.51 | \$ 38.83 | \$ 40.18 | \$ 41.59 | \$ 43.03 | \$ 44.53 | \$ 44.98 |
| | 1/2 MONTH (40) | \$ 2,931.07 | \$ 3,033.33 | \$ 3,139.93 | \$ 3,250.87 | \$ 3,365.27 | \$ 3,482.27 | \$ 3,604.47 | \$ 3,729.27 | \$ 3,859.27 | \$ 3,898.27 |
| | MONTHLY (40) | \$ 5,862.13 | \$ 6,066.67 | \$ 6,279.87 | \$ 6,501.73 | \$ 6,730.53 | \$ 6,964.53 | \$ 7,208.93 | \$ 7,458.53 | \$ 7,718.53 | \$ 7,796.53 |
| | ANNUAL (40) | \$70,345.60 | \$72,800.00 | \$75,358.40 | \$78,020.80 | \$80,766.40 | \$83,574.40 | \$86,507.20 | \$89,502.40 | \$92,622.40 | \$93,558.40 |
| 30 | HOURLY | \$ 36.23 | \$ 37.51 | \$ 38.83 | \$ 40.18 | \$ 41.59 | \$ 43.03 | \$ 44.53 | \$ 46.09 | \$ 47.71 | \$ 48.18 |
| | 1/2 MONTH (40) | \$ 3,139.93 | \$ 3,250.87 | \$ 3,365.27 | \$ 3,482.27 | \$ 3,604.47 | \$ 3,729.27 | \$ 3,859.27 | \$ 3,994.47 | \$ 4,134.87 | \$ 4,175.60 |
| | MONTHLY (40) | \$ 6,279.87 | \$ 6,501.73 | \$ 6,730.53 | \$ 6,964.53 | \$ 7,208.93 | \$ 7,458.53 | \$ 7,718.53 | \$ 7,988.93 | \$ 8,269.73 | \$ 8,351.20 |
| | ANNUAL (40) | \$75,358.40 | \$78,020.80 | \$80,766.40 | \$83,574.40 | \$86,507.20 | \$89,502.40 | \$92,622.40 | \$95,867.20 | \$99,236.80 | \$100,214.40 |
| 32 | HOURLY | \$ 41.30 | \$ 42.76 | \$ 44.26 | \$ 45.81 | \$ 47.41 | \$ 49.05 | \$ 50.76 | \$ 52.54 | \$ 54.39 | \$ 54.93 |
| | 1/2 MONTH (40) | \$ 3,579.33 | \$ 3,705.87 | \$ 3,835.87 | \$ 3,970.20 | \$ 4,108.87 | \$ 4,251.00 | \$ 4,399.20 | \$ 4,553.47 | \$ 4,713.80 | \$ 4,760.60 |
| | MONTHLY (40) | \$ 7,158.67 | \$ 7,411.73 | \$ 7,671.73 | \$ 7,940.40 | \$ 8,217.73 | \$ 8,502.00 | \$ 8,798.40 | \$ 9,106.93 | \$ 9,427.60 | \$ 9,521.20 |
| | ANNUAL (40) | \$85,904.00 | \$88,940.80 | \$92,060.80 | \$95,284.80 | \$98,612.80 | \$102,024.00 | \$105,580.80 | \$109,283.20 | \$113,131.20 | \$114,254.40 |

*wage table is for illustrative purposes only. Actual pay rates are determined by the payroll system

**SKAGIT COUNTY
2018 SALARY STRUCTURE
PUBLIC DEFENDER (AFSCME) - EXEMPT**

| RANGE | DURATION (MONTHS) PAY PERIOD | | | | | | | | | | Additional Step |
|-------|---------------------------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------------|
| | | 12 | 12 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 1.00% |
| | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 28 | HOURLY | \$32.24 | \$33.36 | \$34.54 | \$35.75 | \$37.02 | \$38.30 | \$39.65 | \$41.01 | \$42.45 | \$42.87 |
| | 1/2 MONTH (40) | \$2,794.13 | \$2,891.20 | \$2,993.47 | \$3,098.33 | \$3,208.40 | \$3,319.33 | \$3,436.33 | \$3,554.20 | \$3,679.00 | \$3,715.40 |
| | MONTHLY (40) | \$5,588.27 | \$5,782.40 | \$5,986.93 | \$6,196.67 | \$6,416.80 | \$6,638.67 | \$6,872.67 | \$7,108.40 | \$7,358.00 | \$7,430.80 |
| | ANNUAL (40) | \$67,059.20 | \$69,388.80 | \$71,843.20 | \$74,360.00 | \$77,001.60 | \$79,664.00 | \$82,472.00 | \$85,300.80 | \$88,296.00 | \$89,169.60 |
| 29 | HOURLY | \$34.50 | \$35.70 | \$36.95 | \$38.26 | \$39.61 | \$40.98 | \$42.42 | \$43.89 | \$45.42 | \$45.88 |
| | 1/2 MONTH (40) | \$2,990.00 | \$3,094.00 | \$3,202.33 | \$3,315.87 | \$3,432.87 | \$3,551.60 | \$3,676.40 | \$3,803.80 | \$3,936.40 | \$3,976.27 |
| | MONTHLY (40) | \$5,980.00 | \$6,188.00 | \$6,404.67 | \$6,631.73 | \$6,865.73 | \$7,103.20 | \$7,352.80 | \$7,607.60 | \$7,872.80 | \$7,952.53 |
| | ANNUAL (40) | \$71,760.00 | \$74,256.00 | \$76,856.00 | \$79,580.80 | \$82,388.80 | \$85,238.40 | \$88,233.60 | \$91,291.20 | \$94,473.60 | \$95,430.40 |
| 30 | HOURLY | \$36.95 | \$38.26 | \$39.61 | \$40.98 | \$42.42 | \$43.89 | \$45.42 | \$47.01 | \$48.66 | \$49.14 |
| | 1/2 MONTH (40) | \$3,202.33 | \$3,315.87 | \$3,432.87 | \$3,551.60 | \$3,676.40 | \$3,803.80 | \$3,936.40 | \$4,074.20 | \$4,217.20 | \$4,258.80 |
| | MONTHLY (40) | \$6,404.67 | \$6,631.73 | \$6,865.73 | \$7,103.20 | \$7,352.80 | \$7,607.60 | \$7,872.80 | \$8,148.40 | \$8,434.40 | \$8,517.60 |
| | ANNUAL (40) | \$76,856.00 | \$79,580.80 | \$82,388.80 | \$85,238.40 | \$88,233.60 | \$91,291.20 | \$94,473.60 | \$97,780.80 | \$101,212.80 | \$102,211.20 |
| 32 | HOURLY | \$42.13 | \$43.62 | \$45.15 | \$46.73 | \$48.36 | \$50.03 | \$51.78 | \$53.59 | \$55.48 | \$56.03 |
| | 1/2 MONTH (40) | \$3,651.27 | \$3,780.40 | \$3,913.00 | \$4,049.93 | \$4,191.20 | \$4,335.93 | \$4,487.60 | \$4,644.47 | \$4,808.27 | \$4,855.93 |
| | MONTHLY (40) | \$7,302.53 | \$7,560.80 | \$7,826.00 | \$8,099.87 | \$8,382.40 | \$8,671.87 | \$8,975.20 | \$9,288.93 | \$9,616.53 | \$9,711.87 |
| | ANNUAL (40) | \$87,630.40 | \$90,729.60 | \$93,912.00 | \$97,198.40 | \$100,588.80 | \$104,062.40 | \$107,702.40 | \$111,467.20 | \$115,398.40 | \$116,542.40 |

*wage table is for illustrative purposes only. Actual pay rates are determined by the payroll system

**SKAGIT COUNTY
2019 SALARY STRUCTURE
PUBLIC DEFENDER (AFSCME) - EXEMPT**

| RANGE | DURATION (MONTHS) PAY PERIOD | | | | | | | | | | Additional |
|-------|---------------------------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | | 12 | 12 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | Step 1 % |
| | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 28 | HOURLY | \$ 32.72 | \$ 33.86 | \$ 35.06 | \$ 36.29 | \$ 37.58 | \$ 38.87 | \$ 40.24 | \$ 41.63 | \$ 43.09 | \$ 43.51 |
| | 1/2 MONTH (40) | \$ 2,835.73 | \$ 2,934.53 | \$ 3,038.53 | \$ 3,145.13 | \$ 3,256.93 | \$ 3,368.73 | \$ 3,487.47 | \$ 3,607.93 | \$ 3,734.47 | \$ 3,770.87 |
| | MONTHLY (40) | \$ 5,671.47 | \$ 5,869.07 | \$ 6,077.07 | \$ 6,290.27 | \$ 6,513.87 | \$ 6,737.47 | \$ 6,974.93 | \$ 7,215.87 | \$ 7,468.93 | \$ 7,541.73 |
| | ANNUAL (40) | \$68,057.60 | \$70,428.80 | \$72,924.80 | \$75,483.20 | \$ 78,166.40 | \$ 80,849.60 | \$ 83,699.20 | \$ 86,590.40 | \$ 89,627.20 | \$ 90,500.80 |
| 29 | HOURLY | \$ 35.02 | \$ 36.24 | \$ 37.50 | \$ 38.83 | \$ 40.20 | \$ 41.59 | \$ 43.06 | \$ 44.55 | \$ 46.10 | \$ 46.57 |
| | 1/2 MONTH (40) | \$ 3,035.07 | \$ 3,140.80 | \$ 3,250.00 | \$ 3,365.27 | \$ 3,484.00 | \$ 3,604.47 | \$ 3,731.87 | \$ 3,861.00 | \$ 3,995.33 | \$ 4,036.07 |
| | MONTHLY (40) | \$ 6,070.13 | \$ 6,281.60 | \$ 6,500.00 | \$ 6,730.53 | \$ 6,968.00 | \$ 7,208.93 | \$ 7,463.73 | \$ 7,722.00 | \$ 7,990.67 | \$ 8,072.13 |
| | ANNUAL (40) | \$72,841.60 | \$75,379.20 | \$78,000.00 | \$80,766.40 | \$ 83,616.00 | \$ 86,507.20 | \$ 89,564.80 | \$ 92,664.00 | \$ 95,888.00 | \$ 96,865.60 |
| 30 | HOURLY | \$ 37.50 | \$ 38.83 | \$ 40.20 | \$ 41.59 | \$ 43.06 | \$ 44.55 | \$ 46.10 | \$ 47.72 | \$ 49.39 | \$ 49.88 |
| | 1/2 MONTH (40) | \$ 3,250.00 | \$ 3,365.27 | \$ 3,484.00 | \$ 3,604.47 | \$ 3,731.87 | \$ 3,861.00 | \$ 3,995.33 | \$ 4,135.73 | \$ 4,280.47 | \$ 4,322.93 |
| | MONTHLY (40) | \$ 6,500.00 | \$ 6,730.53 | \$ 6,968.00 | \$ 7,208.93 | \$ 7,463.73 | \$ 7,722.00 | \$ 7,990.67 | \$ 8,271.47 | \$ 8,560.93 | \$ 8,645.87 |
| | ANNUAL (40) | \$78,000.00 | \$80,766.40 | \$83,616.00 | \$86,507.20 | \$ 89,564.80 | \$ 92,664.00 | \$ 95,888.00 | \$ 99,257.60 | \$102,731.20 | \$103,750.40 |
| 32 | HOURLY | \$ 42.76 | \$ 44.27 | \$ 45.83 | \$ 47.43 | \$ 49.09 | \$ 50.78 | \$ 52.56 | \$ 54.39 | \$ 56.31 | \$ 56.87 |
| | 1/2 MONTH (40) | \$ 3,705.87 | \$ 3,836.73 | \$ 3,971.93 | \$ 4,110.60 | \$ 4,254.47 | \$ 4,400.93 | \$ 4,555.20 | \$ 4,713.80 | \$ 4,880.20 | \$ 4,928.73 |
| | MONTHLY (40) | \$ 7,411.73 | \$ 7,673.47 | \$ 7,943.87 | \$ 8,221.20 | \$ 8,508.93 | \$ 8,801.87 | \$ 9,110.40 | \$ 9,427.60 | \$ 9,760.40 | \$ 9,857.47 |
| | ANNUAL (40) | \$88,940.80 | \$92,081.60 | \$95,326.40 | \$98,654.40 | \$102,107.20 | \$105,622.40 | \$109,324.80 | \$113,131.20 | \$117,124.80 | \$118,289.60 |

*wage table is for illustrative purposes only. Actual pay rates are determined by the payroll system

Attachment C SMP Revisions

For purposes of explanation and without augmenting the provisions of Article 15 in any way effective 1/1/2017 the SMP shall be adjusted as follows:

| | | |
|-----------------------------------|--|---|
| Deductible Single/Family | | \$500/\$1000 |
| Coinsurance | | 80%/60% |
| Out of Pocket Max | | \$2,500/\$5000 |
| RX Cost Sharing | | \$15/\$30/\$50/20% (subject to out of pocket max) |
| Max RX copay | | 20% up to \$200, per 30 day fill |
| Emergency Room Copay | | \$100 (waived if admitted) |
| Employee Contribution for Spouses | | \$100/month |
| Coordination of benefits | | Integrated |

2. The following enhancements shall be added to the SMP effective 1/1/2017
 - a. Increase alternative care sessions from twenty-four (24) to thirty (30) per year.
 - b. Remove Pulmonary and Cardiac therapy from inclusion in alternative care group and create a new group including both therapies with a limit of thirty (30) sessions per year.

3. Effective 1/1/2017 annual dental limits for covered individuals shall increase from one-thousand-five-hundred (\$1,500) dollars to two-thousand (\$2,000) dollars. All other dental benefit coverages remain the same.

4. Effective 1/1/2017 the County shall provide all employees covered by this contract with a Long Term Disability Policy that provides coverage of 50% of the employee's compensation. Coverage limits will be as set by the plan documents.

5. Effective 1/1/2017 the County shall increase the basic life insurance coverage of employees covered by this contract to \$25,000.

6. In order to assist employees in the transition to the SMP 500 an HRA VEBA account shall be established for all employees enrolled in the SMP 500. \$700 shall be contributed by the County in 2018 to the account of each regular full-time employee who is employed as of the date this Agreement is Adopted by the County. Employees who are hired after 1/1/17 shall receive a pro-rated portion based on their benefit eligibility date. Regular part-time employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire. The Bargaining Unit may opt to receive \$600 in cash (less normal deductions) instead of the \$700 VEBA contribution.

7. Recommended changes as a result of the Total Cost of Compensation Study for placement of positions on the salary schedule are adopted.

A. Employees whose positions are moving up one Range shall be placed at a step on the new Range which results in a one-step increase from their current placement.

B. Employees whose positions are moving up two Ranges (or more) shall be placed at a step on the new Range which results in a two-step increase from their current placement.

C. Should the first step of the new Range for a position be a greater increase for the employee than what is outlined in A and B of this section, the employee shall be placed on the first step of the new Range and the employee's step increase date shall be set to <<open>>1/1/17.{{this change s to Address posable 2017 settlement}}

D. Employees whose positions are moving down in Ranges shall be placed on a step of the new Range which matches their current compensation. Any employee who is currently compensated at a rate that is higher than the top step of the new Range for their position shall be "frozen" at their current rate of pay, and receive no cost of living adjustments, until the top step of the new Range catches up to their current rate of pay.

E. Step placement of employees on a new Range as outlined in A, B and D of this section will not change the employee's next step increase date which shall occur as regularly scheduled.

Attachment D TCC Results

| Title | Dept | Sub Dept | Curr Range | New Range | Union |
|--------------------------------|------|----------|------------|-----------|-----------|
| PUBLIC DEF III-PUBLIC DEFENDER | PDEF | | 30 | 30 | AFSCME PD |
| PUBLIC DEF II-PUBLIC DEFENDER | PDEF | | 29 | 29 | AFSCME PD |
| PUBLIC DEF I-PUBLIC DEFENDER | PDEF | | 27 | 28 | AFSCME PD |
| SENIOR DEPUTY-PUBLIC DEFENDER | PDEF | | 31 | 32 | AFSCME PD |