

2019-2021

COLLECTIVE BARGAINING

AGREEMENT

Between

DOUGLAS COUNTY COURTHOUSE

and

**WASHINGTON STATE COUNCIL OF COUNTY AND
CITY EMPLOYEES AFSCME, COUNCIL #2
LOCAL #846-DC**

**2019-2021
Current Expense Labor Agreement**

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PREAMBLE

This Agreement is entered into by and between the Board of County Commissioners and Elected Officials (hereinafter the "County"), and Local #846-DC, Washington State Council of County and City Employees, (hereinafter the "Union").

ARTICLE 1 - RECOGNITION

The County agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit composed of the following:

INCLUDED: All Current Expense regular full-time and regular part-time employees of the Douglas County Assessor's Office, Treasurer's Office, Clerk's Office, Prosecutor's Office, Facilities Maintenance Department, Auditor's Office, District Court, District Court Probation, and MIS Department.

EXCLUDED: Elected Officials, Appointed Department Heads, Deputy Prosecuting Attorneys, Office Administrator/Legal Secretary, Administrative Assistant to the Assessor, Clerk of the Board, Deputy Clerk of the Board, Court Administrator, Chief Deputy Treasurer, NCW Fair, NCW Fair Secretary (PT), Probation Administrator, Chief Accountant to the Auditor, Payroll Technician, Risk Manager/Public Information Officer, HR Officer, Confidential Assistant casual substitute employees, supervisors, and confidential employees as defined by RCW 41.56, temporary employees and all other employees of the County.

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the County and its said employees, to encourage economy of operation, elimination of waste, cleanliness of plant, protection of County property, and safety of employees; and to this end the County pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the County loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 All of the core management rights shall remain in the exclusive control of the County. It is expressly agreed by the parties that such core management rights, powers, authority and functions shall be exercised by the County without having to bargain about the decision nor about the effects of such decisions. Examples of such exclusive core management rights are as follows:

3.1.1 The rights to full and exclusive control, management and operation of each County department.

- 3.1.2 The right to determine the scope of activities and service.
 - 3.1.3 The right to determine the business to be transacted.
 - 3.1.4 The right to determine the work to be performed, the hours of work and work schedules as well as the methods of efficient and productive performance of such work.
 - 3.1.5 The right to determine the equipment to be used for any and all services.
 - 3.1.6 The right to determine the number of employees per classification needed to perform services and work.
 - 3.1.7 The right to determine the processes and procedures to be used to carry out the work.
 - 3.1.8 The right to fix the standards for work to be performed.
 - 3.1.9 The right to hire, select, and train employees the way the County deems best for the organization.
 - 3.1.10 The right to discipline employees by oral reprimand, written reprimand, suspension without pay and discharge for just cause.
 - 3.1.11 The right to assign employees to work sites, work locations and assignments.
 - 3.1.12 The right to promote, demote, retire and transfer employees.
 - 3.1.13 The right to determine the budget.
 - 3.1.14 The right to mandate overtime when the County determines it is necessary to provide services.
 - 3.1.15 The right to layoff employees by classification when the County determines such action to be necessary.
 - 3.1.16 The right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during such emergency.
- 3.2 The County and the Union agree that the above statement of management rights is for illustrative purposes and shall not be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.
- 3.3 In matters not covered specifically and expressly within the Agreement, the County shall have the full and unlimited right to make decisions in such areas, and such decisions shall not be subject to the grievance procedure.
- 3.4 It is expressly agreed by the parties that in cases of emergency, safety, supervisor education and/or unavailability of applicable bargaining unit employees as determined by the County, management personnel has the right to perform limited bargaining work.
- 3.5 Past Practices: If the County chooses to change a past practice which is a mandatory subject of bargaining, the County shall provide thirty (30) calendar days notification to the union except in the event of an emergency. In the case of an emergency, the County will provide practical notice to the Union based on the circumstances. Notification of the change is for the purpose of seeking Union comment and input during the thirty (30) calendar days but will not constitute an obligation to bargain about the changes. After the thirty (30) calendar days, except if there is an emergency, the County has the right to implement the change. Notification to the Union will include the anticipated date for implementation of the County's change to past practice(s).

ARTICLE 4 - UNION MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and Board or their authorized representatives. Officers of the local will be allowed to attend (i.e. negotiations, grievance, labor/management) meetings without loss of pay or benefits.
- 4.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the President of the Local and the Representatives of the Washington State Council of County and City Employees, AFL-CIO, and the County.
- 4.3 On January 1, of each year, the Union shall submit to the Board of County Commissioners a written list of Union Officers, Stewards, and negotiating committee. The Board shall be notified of any changes that occur during the year within one (1) week after such changes are made.

ARTICLE 5 – DUES DEDUCTION AUTHORIZATION

- 5.1 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 concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 5.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 5.3 Questions About Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 5.4 Signed Dues Deduction Authorization: Current union members and those who choose to join the Union and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. 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 payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.
- 5.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington

State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

- 5.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union staff representative and Local Union President in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 5.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, ...) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

ARTICLE 6 - DEFINITIONS

- 6.1 Anniversary Date: last date of entry into County service as adjusted by leave without pay or break in services. Anniversary Date shall be utilized for purposes of awarding step increases and shall be adjusted by change in position or job status.
- 6.2 Seniority Date: first date of entry into County service as adjusted by leave without pay or break in service.
- 6.3 Regular Full-Time Employee (FTE): is an employee who works regularly scheduled shifts requiring an average of 40 hours per week or two thousand eighty (2,080) hours per year, receives benefits and has successfully completed a probationary period with no break in service.
- 6.4 Regular Part-Time Employee (PT): is an employee who works regularly scheduled shifts of less than 40 hours per week but more than twenty (20) hours per week. Has successfully completed a probationary period with no break in service. Prorated benefits accrual may apply to this employment classification based on total hours worked per month in relationship to that of a regular full-time employee.
- 6.5 Position: a group of duties and responsibilities normally assigned to a regular full-time or regular part-time employee. Such position may be filled or vacant.

6.6 Probationary Period(s): a twelve (12) month trial period of employment following the date of initial County hire, or a twelve (12) month trial period of employment following the date of a position change into another department for existing County Employees. During the probationary period, frequent informal and formal employee performance evaluations may be held. If the County determines in its sole discretion that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching, probationary period the employee is subject to termination without just cause and without recourse. Subject to mutual written agreement with the Union, the employee's probationary period may be extended for up to an additional six (6) months. During the extended probationary period, the employee is subject to termination without just cause and without recourse to the grievance procedure.

All employees, regardless of status or length of service, are required to meet and maintain County standards for job performance and behavior.

6.7 Temporary Employee: any employee who performs work during a work load peak which is cyclic in nature, has an end in sight, and normally lasts for less than six (6) months in a twelve (12) month period. Temporary employment may be extended to nine (9) months in a twelve (12) month period with the agreement of the Union. Temporary employees are not covered by any of the terms and conditions of this agreement with the exception of this provision.

6.8 Casual Substitute Employee: an employee who is not covered by the labor agreement, is used on a part-time basis, called in to help with peak workloads and when other employees are out for extended periods of time. The primary purpose of the casual substitute employee is to cover for the absence of regular part-time and full-time employees as well as supplement full-time employees in peak workloads. An employee who remains in this classification longer than sixty (60) days, must transfer to the appropriate classification or be terminated.

6.9 Classification: The assignment of an individual position to a class on the basis of the work, as determined by the Employer.

6.10 Class: One or more positions similar in terms of duties and responsibilities, as determined by the Employer.

6.11 Eligible Employee: an employee who has met all of the requirements necessary to receive benefits.

6.12 Base Pay: Salary within the 8 step salary schedule.

6.13 Gross Pay: Base pay plus add-ons, longevity, Overtime, certification pay, lead pay, and interpreter pay.

6.14 Promotion: The change of an employee from one class to another class having a higher pay rate within the same department. Probationary periods for promotions is 3 months with a three (3) month bump back. Subject to mutual written agreement with

the Union, the employee's probationary period may be extended for up to an additional nine (9) months. During the extended probationary period, the employee is subject to termination without just cause and without recourse to the grievance procedure.

ARTICLE 7 - NO STRIKE, NO LOCKOUT

- 7.1 During the term of this Agreement neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the County.
- 7.2 The County agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this agreement.
- 7.3 Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.
- 7.4 During the term of this Agreement, employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the employee is engaged in such activity. The County may discharge or discipline any employee who violates this Article.

ARTICLE 8 - NEGOTIATIONS

Either party of this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator(s).

ARTICLE 9 - DISCIPLINE FOR JUST CAUSE

- 9.1 Violations of work rules, instances of unacceptable behavior, misconduct, or poor job performance will be subject to discipline. Under normal circumstances, the steps discipline for just cause will be:
 - a. Verbal reprimand.
 - b. Written reprimand to be discussed with affected employee, signed by the employee to acknowledge receipt of document, placed in the employee's personnel file for twenty four (24) months from the time of the occurrence, and expunged from the file at the employee's written request. Employees may attach a rebuttal statement to reprimand if so desired.
 - c. Suspensions without pay. The length of the suspension without pay will vary with the severity of the violation(s) and/or misconduct(s).

d. Demotion or loss of pay grades/pay steps

e. Discharge (Termination).

Examples of violations and/or misconducts are inclusive of, but not limited to, violations of any and all employer policies, procedures, rules, regulations, directives, whether written or verbal; incompetence; negligence; traffic violations incurred on the job; carelessness; absenteeism; and any other violation and/or misconduct supported by any case law and/or any arbitration decisions. Disciplinary action will be based on just cause. For non-serious violations and/or misconduct, the employer will administer discipline on a progressive basis subject to the provisions set forth in the following sections. For serious violations the Employer has the right to implement suspension without pay or termination, regardless of whether the employee has been the subject of any prior disciplinary action. The Employer may consider the Employee's length of services, disciplinary record, and other relevant factors when the Employer determines the appropriate discipline.

9.2 Some types of employee conduct are so intolerable that they are subject to punishment by suspension without pay or termination upon the first occurrence. These include, but are not limited to, the following:

- a. Insubordination such as refusal to follow or disregard of a supervisor's directive, threatening a supervisor, or threatening damage to property and/or equipment.
- b. Unauthorized use of equipment
- c. Falsification of an employment application, reports, statements (verbal and/or written) and/or documents
- d. Any on-the-job use of alcohol, controlled substances and/or illegal substances and/or violation of the Employer's Fit for Duty Policy;
- e. Negligence or inattention by the Employee causing an equipment or vehicle accident resulting in property/equipment damage of \$1500.00 or greater and/or personal injury.
- f. Negligence or inattention causing damage or destruction of property
- g. Failure to report an accident
- h. Theft of County Property or the property of others
- i. Assault of a fellow employee, supervisor or citizen

9.3 An employee who is convicted of a crime or who receives an alternative disposition, such as deferred prosecution, deferred sentence, or deferred findings, for any crime involving dishonesty or moral turpitude, or which constitutes sex offense requiring registration as a sex offender, or was the result of lewd or immoral conduct which discredits or dishonor to Douglas County and/or its employees, or is incompatible with employee's employment responsibilities, will result in serious disciplinary action ranging from a suspension without pay to discharge (termination) for the first occurrence. The discipline to be carried out shall be determined by the sole and complete discretion of the Employer.

9.4 Upon being charged with a non-work-related felony crime, an employee may, in the sole discretion of the Employer, be placed on Administrative Leave, without pay, until

final resolution by guilty plea, trial or dismissal of the charge(s). If the employee is convicted or pleads guilty or enters into a deferred prosecution, the employee may be immediately discharged (terminated).

- 9.5 Employees are required to notify their supervisor or designee within twenty-four hours after receiving any traffic citation or being involved in a motor vehicle accident while driving a vehicle on county business. Employees involved in a motor vehicle accident and/or situation involving damage to county equipment and/or property shall immediately notify the immediate supervisor and shall not move the vehicle from the accident scene until a complete investigation is concluded, unless directed to move the vehicle by a law enforcement officer or the Employer. In accordance to WAC 357-37-200 the employer can require an employee to submit to a drug/alcohol test while on duty the employee is involved in an accident.
- 9.6 Employees are required to notify their immediate supervisor or designee within twenty-four hours after receiving notice their driving privileges have been suspended or revoked by the Department of Licensing.
- 9.7 Copies of all disciplinary action implemented by the Employer shall be provided to the Employee, forwarded to the Union and placed in the Employee's personnel file.
- 9.8 When an Employee is called to a meeting before Management relating to an investigation for possible discipline, the Employee shall have the right to have Union Representation: provided however, the Employee must coordinate the attendance of Union Representation in a timely manner. The Employer agrees the Employee and the Employee's Representative have these rights at such meeting;
- a. To be informed in summary fashion of the subject matter of the meeting.
 - b. To hold a private pre-meeting conference.
 - c. To speak up during the meeting, but not to interfere with the Employer's investigation.
 - d. To request clarification of questions.
 - e. To consult as to how the employee should answer questions.
 - f. To provide additional information once the meeting is concluded.
- 9.9 Loudermill Meeting. The Employer may suspend without pay or discharge (terminate) an Employee for just cause only. If the Employer determines that circumstances exist which may result in the suspension without pay or discharge of an Employee, the Employer will notify the Employee and the Union of the facts and circumstances which could lead to the Employee's suspension without pay or discharge. The Employer will establish a reasonable date and time for a pre-disciplinary action meeting in order to review the facts and circumstances and to provide the Employee and the Union an opportunity to explain the Employee's side of the situation and or provide additional information or evidence. The Employee is entitled to representation during this process. After the pre-disciplinary action meeting, the Employer will make a determination as to whether or not the Employee should be disciplined, and determine the appropriate level of discipline.

- 9.10 If, in the Employer's sole discretion, the Employer determines having the Employee continue performance of job duties during the course of disciplinary proceedings (investigations and pre-disciplinary action meetings) will be detrimental to the Employer, will risk damage to or loss of County property, or will risk injury to the Employee, fellow Employees or the services provided by the County, the Employer may place the Employee on paid Administrative Leave until a final disciplinary decision is made.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances must be submitted within the time period set forth in each step of the Grievance Procedure, otherwise the grievance is forever waived. Time limits may be extended by mutual written agreement between the Union and the County.

Step 1: Within five (5) working days from its occurrence, or the date on which the employee first became aware of it, the aggrieved employee shall first discuss the grievance with the employee's non-Union immediate supervisor with a Union member present if the employee so desires. If the matter is resolved through informal discussion, no further action shall be taken and the matter shall be considered closed. Or if, at any step in this process, either side does not respond or obtain an extension, the party not responding loses its challenge and the other party is automatically granted the requested remedy and it shall become final and binding on all parties.

Step 2: If the grievance is not resolved in Step 1, it may be submitted in writing to the employee's non-Union immediate supervisor along with a statement outlining the nature of the grievance, the article(s) allegedly violated, and the specific remedy requested. Such submission must be presented within ten (10) working days of the response from the immediate supervisor. The immediate supervisor shall have ten (10) working days in which to review the grievance and render a written decision. If the grievance is resolved at Step 2, it shall be considered closed.

Step 3: If the grievance is not resolved at Step 2, the employee may submit in writing the grievance with the immediate non-Union supervisor's decision at Step 2, to the Elected Official or Department Head for consideration. Such written appeal must be presented within ten (10) working days of the response from the immediate supervisor. The Department Head shall have ten (10) working days to review the grievance and render a written decision.

If the grievance can be resolved at the Step 3, it shall be considered closed. If it remains unresolved, the employee may refer the grievance to Step 4.

Step 4: If the grievance is not resolved at Step 3, the grievance, with the non-Union supervisor's decision and the Elected Official's or Department Head's decision may be submitted by the employee to the Board of County Commissioners. Such appeal must be submitted in writing within ten (10) working days of the decision

at Step 3. The Board of County Commissioners shall have fifteen (15) working days after submission to conduct a hearing and render a written decision within ten (10) working days (Monday through Friday) after the hearing. The Board of County Commissioners has the right to not hold a grievance hearing. If they choose not to hold a hearing, the Board will notify the employee and the union in writing within ten (10) working days of the receipt of the appeal. The above time limits may be extended by mutual agreement between the employee and the Board of County Commissioners and/or Elected Official.

Step 5: If the grievance is not resolved at Step 4, then the Union shall inform in writing the Board of County Commissioners of its desire to submit the grievance to arbitration subject to the appeal being filed with the Board within ten (10) working days of the last decision of the Board of County Commissioners. If a timely appeal is submitted for arbitration, the arbitration shall be conducted subject to the following criteria:

Either party may request the State of Washington Public Employment Relations Commission (PERC) to provide a list of eleven (11) arbitrators from which they must ultimately decide on one person. The decision as to which party strikes the first name from the list shall be determined by a flip of the coin. The winner of the coin flip will strike a name from the list of eleven arbitrators. A "back and forth" rejection of arbitrators will continue until only one name remains. Each party shall have 30 calendar days from the time of the other party's selection to respond until only one (1) name remains. If either party does not respond within thirty (30) calendar days, then the last name selected shall be the arbitrator. The parties may also, by mutual agreement, select an arbitrator prior to requesting a list from PERC.

The arbitrator shall render a decision as promptly as possible based on the complexity of the grievance. The arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement. Any decision within the jurisdiction and authority of the arbitrator 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 County and the Union. Each party shall be solely responsible for the expenses and fees of their attorney, representative, witnesses and document production.

- 10.2 Nothing in this Grievance Procedure shall prevent the aggrieved employee from presenting the grievance at the appropriate step, up to Step 3, and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is inconsistent with the terms of the collective bargaining agreement then in effect, and if the exclusive bargaining representative has been given the opportunity to be present at any meeting called for the resolution of such grievance.
- 10.3 The Employer has the right to file a grievance against the Union by submitting the grievance to the President of the Local within ten (10) working days of its occurrence or the date on which the Employer first became aware of the grievance. The President shall respond in writing within ten (10) working days to the grievance (unless an

extension of time is granted by the County) otherwise the grievance and remedy requested by the Employer shall be final and binding on all parties. If the Employer grievance is not resolved at the President's level, then the grievance shall be submitted in writing to the staff representative of the Union within ten (10) working days of timely receipt of the President's response. The staff representative shall respond in writing within ten (10) working days to the grievance otherwise the grievance and remedy requested by the Employer shall be final and binding on all parties. If the grievance is not resolved at the staff representative's level, then the Employer has the right to submit the grievance to arbitration in accordance with the criteria in Step 5.

ARTICLE 11 - SENIORITY

- 11.1 Seniority means an employee's length of continuous service with the county since the last date of hire.
- 11.1.1 If any employee starts on any date between the first and the fifteenth of the month, the first of the month they are hired shall be their anniversary date for step increases. However, if any employee starts on any date between the sixteenth and the end of the month, the employee's anniversary date shall be the first of the following month for step increases. This rule applies for payroll eligibility purposes and an employee's seniority for other purposes is based on other contract provisions.
- 11.2 Regular employees shall be added to the seniority list upon completion of probation. All employees will be classified as regular employees upon completion of their probation period. Thereafter, the employee will receive those same wages, benefits, and working conditions per the collective bargaining agreement.
- 11.3 An employee's continuous service record shall be broken by voluntary resignation; layoff for a period exceeding one (1) year; discharge for just cause; failure to return to work within three (3) days after being notified to return to work, and without having a satisfactory excuse; and retirement.
- 11.4 During the probationary period or approved extension thereof a new employee:
- a. Will not have seniority or other job rights.
 - b. May be laid off or terminated without just cause and without recourse.
 - c. May be evaluated by the appropriate department head or supervisor to determine proficiency for the job.
- 11.5 In cases of promotion where two or more bargaining unit employees within a department are applying for the same position, if skill, ability and prior job performance are equal, the employee with the greatest seniority with the Department since the last date of hire will be promoted.

- 11.6 The Employer has the right to decide and implement a layoff. Normally, a layoff will be based on lack of work, lack of funds, revised Employer goals and priorities, and/or reorganization. Within each department covered by this Agreement, layoff shall be by classification within the department. The last employee hired in the classification within the department shall be the first laid off, provided that the remaining employees shall be qualified to perform the work, as determined by the Employer. The last regular full-time employee laid off within the classification within the department shall be the first regular full-time employee re-hired, provided the former employee is qualified to perform the work, as determined by the Employer. This re-hire requirement will only apply for a period of one year after the layoff, after which the County is not required to re-hire.
- 11.6.1 All temporary, casual and probationary employees within the classification within the department shall be laid off first in the order stated. For the regular FTE (full-time employee) who would be laid off they may displace a temporary or casual employee in another department subject to the regular FTE having the necessary skills, ability, and experience. The final and binding determination as to whether or not a temporary employee will be displaced by the regular FTE shall be exclusively vested with the Department Head or Elected Official whose temporary employee would be displaced.
- 11.6.2 Within a classification within a department, all temporary, casual and regular full-time probationary employees shall be laid off before any regular full-time employee within the department is laid off. Temporary, casual and probationary employees may be laid off immediately upon receipt of written notice. Probationary regular full-time employees may be laid off with a thirty (30) calendar day written notice.
- 11.6.3 Regular employees, when practical, shall receive written notice of lay off at least twenty (20) working days prior to the effective date of the layoff or at the County's sole discretion, on a case by case basis, a twenty (20) working day severance package may be offered.
- 11.6.4 During a layoff period an employee will not accrue seniority, however, if the employee is recalled within one (1) year the employee will not lose seniority accrued before layoff. Employees on layoff shall have ten (10) working days from the date of receipt of written notice to return to work. It shall be the employee's sole responsibility to keep the Employer advised as to the employee's current address and phone number. If the employee does not keep the Employer advised of the current address and phone number, then the employee shall not be eligible for recall.
- 11.7 Employee shall be entitled to apply for available open positions within the bargaining unit. Announcements for open positions shall be posted for a period of five (5) working days/forty (40) hours. Open Positions shall be posted in an appropriate way such as on official bulletin boards located at each County building, on the Douglas County Computer Network, or via email notifications, etc.

In certain situations, the Employer has the right to simultaneously advertise to the outside for open positions for a period of time as determined by the Employer. It must

be clear to both sides that bargaining unit employees are not qualified or would not be interested in applying for the position. The County reserves the right to select the most qualified applicant for an open position.

- 11.8 If for any reason a probationary employee leaves his/her position, within 90 calendar days from the date of hire, the County may hire a replacement selected from the original applicants without posting the vacant position.

ARTICLE 12 - HOURS OF WORK, OVERTIME

- 12.1 The Employer, by department, reserves the right to determine and implement eight (8) consecutive hours or ten (10) consecutive hours as work days, exclusive of meal periods or may agree to a flex-time schedule. The normal work week shall consist of up to forty (40) hours. If the Employer decides to modify work day hours, the Employer will provide five (5) working days written notice of such change except in the event of an emergency. In the event of an emergency, the Employer will provide as much notice as is practical subject to the emergency circumstances.
- 12.2 Work in excess of forty (40) hours in a four (4) or five (5) day work week, depending upon the schedule, shall be paid at time and one half (1 ½) pay except as provided in Section 12.5.
- 12.3 All employees who are called to work outside of their normal work shift shall be entitled to a minimum of two (2) hours pay at the time and one half rate (1 ½). In addition, employees who are called in to work and then sent home before their normal work shift or are called back after their normal work shift, shall be granted a minimum of two (2) hours pay at time and one half (1 1/2).
- 12.4 Annual leave, sick leave, compensatory time and holidays shall be considered time worked for purposes of overtime except when the overtime occurs the day the leave was taken.
- 12.5 In lieu of overtime payments, when requested by an employee, compensatory time off on a one and one-half (1 1/2) to one basis may be granted at the supervisor's discretion if the work load allows the taking off of such time without restricting the County's ability to meet necessary work requirements.
- 12.6 The maximum compensatory hours that may be accumulated at any one time is eighty (80) hours, after which time the employee will not be allowed to accrue additional compensatory time until the accumulated hours drop below the eighty (80) hour limit.
- 12.7 As of November 30th of each year, an employee's compensatory balance must be reduced or scheduled to be reduced to forty (40) hours or less by November 30th. On or before November 1st every year, employees must choose one of the following:
- a. Carry the maximum forty (40) hour balance forward to the next calendar year, or

- b. Accept a cash buyout for the balance of the employee's compensatory time, payable on the next regular payroll date.
- 12.8 In either case, notification must be made in writing to the County by November 1st of each year of the employee's intentions (a) or (b) above. Compensatory time may be accrued during the month of November provided the employee's compensatory balance does not exceed forty (40) hours on November 30th each year. Overtime would be the only option in October and November if or when the employee's compensatory balance is at the maximum forty (40) hours.
- 12.9 The use of compensatory time leave will be subject to the same rules and procedures as any other leave, for example:
- a. leave request form must be submitted three (3) days prior to the requested leave;
 - b. leave is subject to approval by the employee's supervisor prior to using it;
 - c. work in excess of forty (40) hours in any week is subject to prior approval by a supervisor.
- 12.10 Compensatory time must be used in the following manner: One half (1/2) hour minimum.
- 12.11 Compensatory time may be used in place of annual leave or sick leave.
- 12.12 Accrued compensatory time shall be used before annual leave in all cases where the Employee's compensatory time leave has a balance.
- 12.13 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift provided such rest period shall not disrupt work to be accomplished.
- 12.14 Each regular employee will receive a duty free lunch period of one-half (1/2) hour or one (1) hour, dependent on work schedule. No regular employee will be required to work more than five (5) hours without a meal break.

ARTICLE 13 – ABSENCES DUE TO INCLEMENT WEATHER.

- 13.1 Job Site Open. When an employee's assigned job site is open during inclement weather, the day will be treated as a normal workday. Absence due to failure to report to work, late arrival and leaving early shall be taken as annual leave or compensatory time off. To the extent the employee has no annual leave or compensatory time off available, the absence shall be taken as leave without pay. Sick leave may not be taken due to inclement weather.
- 13.2 Job Site Closed. When an employee's assigned job site is closed due to inclement weather, an employee scheduled to work that day and prevented from doing so by

inclement weather, or who may arrive late or leave early, will not be required to take leave for the absence. An employee required to work will be allowed to take that time off, on an hour for hour basis, as the employee and Department Head shall arrange. An employee not scheduled to work or who pre-scheduled leave shall not receive any additional time off.

- 13.3 Other Situations. This inclement weather policy shall also apply to other situations which cause the closure of a job site.
- 13.4 For District Court employees and employees in the Clerk's office that are mandated to follow Washington Courts CR77d – Superior Courts and Judicial Officers Always Open. The superior courts are courts of record, and shall be always open, except on nonjudicial days. Therefore any employees covered by this contract will receive one and one-half (1 ½) compensatory time for work, when all other offices are otherwise closed due to inclement weather.

ARTICLE 14 - CLASSIFICATION, WAGES

- 14.1 Employees shall be compensated in accordance with the classification and wage schedule attached to this Agreement marked Appendix "A". The attached schedule shall be considered a part of this Agreement. A new employee is eligible for their first step increase upon successful completion of their twelve (12) month probationary period or, upon successful completion of a probationary period extension. All other step increases will occur on the anniversary date of the employee's position. All monthly salaries will be rounded to the nearest full dollar e.g. using fifty cents (\$.50) and above rounded to the next highest dollar as follows:
 - a. Effective January 1, 2019, the wages set forth in "Appendix A" will be increased by three (3%) per month over the 2018 wages.
 - b. Effective January 1, 2020, the wages set forth in "Appendix A" will be increased by three (3%) per month over the 2019 wages.
 - c. Effective January 1, 2021, the wages set forth in "Appendix A" will be increased by three (3%) per month over the 2020 wages.
- 14.2 The County has identified the need to assign a special classification to some of the offices within Current Expense where there is a demonstrated need for leadership on an occasional basis when management and/or exempt employees are not available. The Employer shall determine who will assume leadership responsibilities in their absence, based on qualifications and ability. This position will be eligible to receive a fixed dollar increase of fifty dollars (\$50.00) per month subject to the Employer's determination as to the length of this special classification assignment.

Any department which anticipates the need to initiate this assignment shall, prior to any assignment, develop a written description of duties and responsibilities as well as a

budget analysis of the cost of such assignment and shall submit the same to the Board of Commissioners prior to implementation.

The Employer has the sole discretion to terminate such add-on responsibilities and/or special assignments as well as any and all pay associated with such add-on responsibilities by providing thirty (30) calendar days' written notice to the affected employee(s).

NOTE: This flat dollar amount of increase does not affect the Employee's placement in the salary system and will be added to the base salary after any general wage increase(s) and/or step adjustments are made.

14.3 If the Employer agrees to retroactivity, any financial, economic or benefit, will be granted only to those employees who were employed as of the last date of signature by either party.

14.4 An employee who is temporarily assigned to a higher classification for 40 hours or more will be paid at the rate of pay assigned to the higher classification/position for all full-time worked from the first hour in the higher classification. This sub-section only applies to bargaining unit positions assigned to a higher paid bargaining unit position.

14.5 Longevity Pay: Employees shall receive longevity pay based on the continuous length of service from the last date of hire. Longevity pay shall be in addition to the employees base rate of pay.

5 –9 years of service = \$35.50 additional per month

10-15 years of service = \$71 per month

16-19 years of service = \$106. 50 per month

20-24 years of service = \$142 per month

25+ years of service = \$177.50 per month

14.6 All County Employees who are required by Douglas County to possess and maintain in good standing a certification-or license, as a condition of employment will be eligible during the term of this contract to receive a one hundred dollar (\$100) per month increase in addition to their base pay, exclusionary of all other increases.

14.7 The County will contribute monthly. One half of one percent (.5%) of the employee's gross monthly salary into a County approved deferred compensation plan on a non-matching basis.

14.8 All employees shall be paid by way of electronic direct deposit into the employee's personal account of the financial institution of the employee's choice. All employee's earnings statements are available online via the Douglas County payroll system. Draw

pay and regular pay electronically direct deposited into an employee's personal account will be ready for use the same day as the direct deposit.

- 14.9 In the case of an existing Employee that is promoted/transferred into a different classification within the County, the Employee will be compensated in accordance to the base salary range for the new position. Employees shall be placed at a step in the new range which results in at least the same salary. At no time shall a promoted/transferred Employee's salary regress.

ARTICLE 15 - DISCRIMINATION

- 15.1 The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the County the responsibility of applying this provision of the Agreement.
- 15.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 15.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 16 - UNION ACTIVITIES

- 16.1 The County agrees that during working hours, on the County's premises, Council or Local Union Representatives may be allowed, after notifying the County, to consult with the employee, the employee's representative or local union officers, provided that no conferences and meetings between the Employees shall in any way stop, hamper or obstruct normal flow of work, which means such activities shall only take place on the employee's breaks, before or after working hours and/or during lunch periods.
- 16.2 The County agrees that Local Union representatives shall have access to new employees in accordance to RCW 41.56.037.
- 16.3 It is understood that contract negotiation meetings with employee representatives present shall be held other than normal working hours, unless changed by mutual consent.
- 16.4 During negotiations no more than one (1) person from any one office may be away from his/her said job, up to a maximum of four (4) employees, unless otherwise agreed. It is also understood that if the employee's absence will adversely disrupt the operation of the office, attendance to the negotiations may be denied.

ARTICLE 17 - HOLIDAYS

- 17.1 The following legal paid holidays shall be recognized
- | | |
|----------------|---------------|
| New Year's Day | (January 1st) |
|----------------|---------------|

| | |
|------------------------|----------------------------|
| Martin Luther King Day | (3rd Monday in January) |
| President's Day | (3rd Monday in February) |
| Memorial Day | (Last Monday in May) |
| Independence Day | (July 4th) |
| Labor Day | (1st Monday in September) |
| Veteran's Day | (November 11th) |
| Thanksgiving Day | (4th Thursday in November) |
| Day after Thanksgiving | (4th Friday in November) |
| Christmas Day | (December 25th) |

Eligible employees shall receive one floating holiday as paid holiday leave which must be used by the last working day of each calendar year and must be scheduled in advance. The floating holiday is equal to an employee's regularly scheduled hours at the time the holiday is taken as per RCW 1.16.050 and WAC 357-31-060. Employees are eligible for one floating holiday at the date of hire and on January 1 of each year thereafter. The floating holiday is non-compensable upon termination and is not carried forward from year to year.

- 17.2 Eligible full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work.
- 17.3 To be eligible for holiday pay the employee must work the scheduled workday before and the scheduled workday after the paid holiday or be on approved leave with pay.
- 17.4 Whenever a holiday falls within an annual leave period or during a period when an employee is on sick leave, annual or sick leave will not be charged for such holiday.
- 17.5 When a holiday falls on Saturday, the preceding Friday or last regularly scheduled day for a 4-10 schedule shall be observed. When a holiday falls on Sunday, the following Monday on next regularly scheduled day for a 4-10 schedule shall be observed.
- 17.6 Whenever an employee is required to work on a holiday the employee will receive payment at a rate of one and one-half (1 1/2) times the employee's basic hourly rate in addition to the employee's regular holiday pay.

ARTICLE 18 - ANNUAL LEAVE

- 18.1 Annual leave is earned by a regular full-time employee pursuant to the schedule listed below and may be accumulated to a total of 320 hours.

| <u>YEARS OF EMPLOYMENT</u> | <u>HOURS EARNED</u> | <u>PER MONTH</u> |
|----------------------------|---------------------|------------------|
| 1st through 2nd | 96 | 8.00 |
| 3rd through 4th | 112 | 9.33 |
| 5th through 9th | 124 | 10.33 |
| 10th through 14th | 132 | 11.00 |
| 15th through 19th | 152 | 12.66 |
| 20th and over | 180 | 15.00 |

- 18.2 Annual Leave may be used as it is accrued. Employees are required to have advance approval from the Department Head prior to the use of annual leave (reference Section 18.11)
- 18.3 Upon termination of employment or death of the employee, all unused accrued annual leave shall be paid to the employee or the employee's estate.
- 18.4 Annual leave will be bid and scheduled in accordance with seniority with the Department since the last date of hire with consideration of service area and classification.
- 18.5 Annual Leave Pay: The rate of annual leave pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's annual leave period.
- 18.6 One-half (1/2) hour shall be the minimum annual leave time to be taken.
- 18.7 If a holiday occurs during the calendar week in which an annual leave is taken by an employee, no annual leave time shall be charged for the holiday.
- 18.8 Any employee who is laid off, discharged for just cause, retired or otherwise is separated from service of the County having accrued unused annual leave, shall be compensated in cash for unused annual leave he/she has accumulated at the time of separation. For retirement purposes, the County shall report the pay-off up to 320 hours of annual leave accrued to the Department of Retirement Systems.
- 18.9 Regular part-time employees working on a regular schedule of duration less than forty (40) hours per week shall be entitled only to that fractional part of the annual leave and sick leave that the total number of hours of employment bears to the total number of hours required for a full-time Employee's benefits.
- 18.10 Employees unable to take annual leave due to work schedules, shall reschedule annual leave.
- 18.11 A request for 1 week or more of annual leave requires a minimum of three (3) working days prior notice to the immediate supervisor and his/her written approval before such leave is taken. Such requests shall be submitted to the Supervisor on a "request for leave form" signed by the employee. The employer will respond to the employee as to the status of their leave request, regardless of the amount of time requested, in writing within three (3) working days of the submission, unless the employer is on leave in which case within two (2) working days of their return.
- 18.12 Regular employees are granted annual leave at a rate based on years of employment. The employee begins to accrue the leave time during the first month of employment provided the employee has worked at least eighty-seven (87) hours that month. Conversely, as long as a terminating employee has worked eighty-seven (87) hours during the employee's last month of employment, the employee will also be credited for the employee's annual leave for that month.

- 18.13 If it is determined by the Elected Official/Department Head that an employee had not used a reasonable amount of the accumulation of annual leave, then the Employer will not allow a pay out of leave accumulated over and above three hundred twenty hours (320) hours as of October 31st of each year. However, if the Department Head/Elected Official determines that the employee had used a reasonable amount of accrued annual leave during the year, then the Department would provide for pay out of annual leave above the three hundred twenty hours (320) hours accumulation as of October 31st of each year.
- 18.14 One time each year employees may sell back to the County up to forty (40) hours of annual leave if balance exceeds 240 hours.

ARTICLE 19 - SICK LEAVE WITH PAY

- 19.1 Sickness shall be reported at the beginning of any period of sick leave, to the immediate supervisor by the employee or a person designated to act for the employee prior to the beginning work hour. Such notice shall be communicated as preferred by Department Head/Elected Official and individual department policy. Upon return to work the employee shall submit a request for leave form, explaining the nature of the sickness and request approval for the leave so taken. The minimum amount of sick leave with pay which may be taken is one-half (1/2) hour.
- 19.2 Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Regular part-time employees shall receive a prorated sick leave based upon the length of the regular part-time employee's workday. Sick leave shall accrue after eighty-seven (87) hours of paid time during the month. Sick leave shall not accrue in excess of one thousand one hundred fifty-two (1152) hours.
- An employee who has total accrued sick leave in excess of nine hundred sixty (960) hours as of December 31 of each year may elect to cash out the excess hours earned during that calendar year. The election must be made on or before January 15. The cash out shall be on a fifty percent (50%) basis at the employee's rate of pay when accrued. The sick leave hours cashed out shall be deducted from the employee's accrued sick leave. (As an example, if an employee has 1000 hours of accrued sick leave as of December 31 and earned all 40 excess hours in that calendar year, the employee may elect to cash out the excess 40 hours by January 15. If the election is made, then the employee will be paid for an amount equal to 20 hours at the pay rate when the excess hours were accrued. The 40 excess hours will be deducted from the employee's accrued sick leave.)
- 19.3 Terminating employees do not receive sick leave credit for the month in which they terminate unless they work or are on paid leave for at least 87 hours in that month.
- 19.4 All accumulative sick leave may be restored when a previously separated employee is re-employed within one (1) year as a regular employee. It also may be transferred between County Departments.
- 19.5 Upon termination from County employment, except for just cause, a regular employee shall be paid a lump sum payment, based on the rate of pay and work scheduled on

the last day of active employment, equal to accrued sick leave in excess of seven hundred twenty (720) hours, but less than nine hundred sixty (960) hours, which is a maximum payment equal to two hundred forty (240) hours. Any accrued sick leave in excess of nine hundred sixty (960) hours shall be forfeited. Upon the death of an employee in regular pay status, his or her estate shall be paid for accrued sick leave in accordance with this section.

19.6 An employee may use accrued sick leave for absence due to any one or more of the following:

- (a) an absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or the employee's need for preventive medical care;
- (b) to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (c) when the County's operations have been closed by order of a public official for any health-related reason, or when the employee's child's school or place of care has been closed for such a reason;
- (4) because of the birth of a child and in order to care for such child or because of placement of a child with the employee for adoption and in order to care for such child; or
- (5) quarantine in accordance with health regulations.

For the purposes of subsection (b), a "family member" includes:

- i. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- ii. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- iii. A spouse;
- iv. A registered domestic partner;
- v. A grandparent;
- vi. A grandchild; or
- vii. A sibling.

19.7 At the employee's option, annual leave may be used in lieu of sick leave. Sick leave may not be used as Annual Leave.

19.8 For any period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Industrial Insurance Compensation in accordance with State Law.

- 19.9 If the employee has accumulated sick leave credit, the County shall pay the difference between the employee's time loss compensation and the employee's full regular salary, unless the employee elects not to use the employee's sick leave.
- 19.10 Should an employee receive worker's compensation for time loss and the employee also received sick leave compensation, the employee's sick leave accrual will be reduced by the total number of hours the employee was on sick leave minus the number of hours at the employee's hourly rate for which the employee is paid from worker's compensation fund, to the nearest half day.
- 19.11 Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the County may pay full sick leave, provided that the employee shall return any subsequent overpayment to the County if retroactive worker's compensation is paid.
- 19.12 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.
- 19.13 When an employee is absent for more than three (3) days due to illness or injury, at the County's request a doctor's certification of illness or injury shall be submitted by the employee at the time the employee returns to work.

19.14 Fitness for Duty

- a) Fitness for duty examinations will be conducted if the Employer determines such fitness for duty examination is necessary to ascertain whether the employee can perform the essential functions of the job. Typically, a fitness for duty assessment becomes necessary in an incident or event specific setting, or where a pattern of significant sick leave usage or job performance causes the Employer to have a reasonable belief that the employee may not be fit for duty, which may include but is not limited to an injury or a health or psychological condition that reveals itself while the employee is on duty or off duty and interferes with the employee performing the work of the position.
- b) When the Employer believes that a fitness for duty examination is necessary as per section (a) above with respect to an employee, Employer will notify the employee of Employer's belief in writing, and the Employer will also explain in writing the basis for its belief in this regard as set forth in section (a) above. Employee may provide the Employer with a patient's waiver of medical information or a release prepared by the Employer for the purposes of acquiring necessary information from the medical providers to ascertain whether an employee can perform the essential functions of the job.
- c) Upon notice by the Employer of the required fitness for duty examination, the employee will make an appointment with his/her provider/physician to perform such examination, at the Employer's expense. The employee shall be placed on paid administrative leave pending the results of said examination. The employee

will provide the examining physician with a copy of the most recent job description or with other equivalent information.

- d) If the examination raises fitness for duty issues, information necessary to inform the Employer of the nature of any fitness for duty issues as they would relate to the employee's ability to perform the essential functions of his or her job will be released to the Employer and Employee.
- e) If no fitness for duty concerns are raised by the examination, the Employer will be informed by the physician that the employee is fit for duty subject to the provisions in section f) below.
- f) Both parties shall have the right within no more than ten (10) working days of receipt of the result of the initial fitness for duty examination to give notice that the party is seeking a second opinion about fitness for duty issue(s) from a physician of the party's choice at the expense of the party seeking the second opinion (if insurance does not cover the cost). The second opinion must be completed within thirty (30) calendar days from the notice unless the physician's schedule requires further time. If neither party seeks a second opinion, then the results of the initial fitness for duty examination shall be binding.
- g) In case the first and second medical examination/fitness for duty opinions conflict (meaning one indicates fit for duty and the other indicates unfit for duty), the parties will seek a third opinion from a mutually agreed upon physician to perform a final fitness for duty examination at the expense of the Employer. If the third examination confirms that the employee is fit for duty, then the employee will be returned to duty. If the third examination confirms that the employee is unfit for duty, then it is binding. At which time, the employee may choose take necessary steps to regain an unrestricted medical release that will facilitate his/her return to work at his former position or the employee may request workplace accommodations under the Americans with Disabilities Act.

ARTICLE 20 - CIVIL LEAVE WITH PAY

- 20.1 Any necessary leave may be allowed by the County to permit any employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation shall be paid by the Department for the time the employee is absent with no changes to the employee vacation bank. The employee is entitled to keep reimbursement for mileage expenses paid by the court and any other payments for jury service (per RCW 2.36.150).

ARTICLE 21 – BEREAVEMENT LEAVE

- 21.1 Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The number of working days leave shall be three (3), except that when the death occurs at a distance beyond 500 miles, or circumstances arise that additional time off is needed additional

time of two (2) additional working days or more may be granted to attend the funeral and to make necessary arrangements. If the employee is the personal representative or is the trustee of the estate of the deceased, the Department Head may grant additional days of bereavement leave. The term "immediate family" shall include spouse, parents, parent in-laws, children, siblings, grandparents and employee pregnancy related losses. Leave granted for death of other relatives is subject to approval by the Department Head.

ARTICLE 22 - FAMILY AND MEDICAL LEAVE

22.1 Refer to the adopted Douglas County Personnel Policy 4.13 covering F.M.L.A.

ARTICLE 23 - UNAUTHORIZED ABSENCES

23.1 No absences shall be allowed unless authorized in advance. Unauthorized absence from duty for three (3) consecutive days constitutes voluntary separation from service and self-termination.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

24.1 Leave of absence without pay may be allowed any employee for specific periods, for any reason (s) applicable for leave with pay, and for any periods beyond those covered by permissible leaves with pay. Leave of absence without pay will not be authorized in any case where such leave would be negatively impact the department's services, except as required by the FMLA.

24.2 No leave without pay will be granted to an employee until the employee has first taken advantage of all the employee's usable earned leave credits. Such leave will not be granted for the purposes of the employee gaining personal advantage or profits.

24.3 Employees who are on leave without pay are not eligible to receive payment for holidays or the county's portion of health and welfare benefits, except when on FMLA.

ARTICLE 25 – DOMESTIC VIOLENCE

25.1 Refer to the adopted Douglas County Personnel Policy 4.11.040 Domestic Violence Leave.

ARTICLE 26 - MILITARY LEAVE

26.1 Refer to the adopted Douglas County Personnel Policy 4.11.060 covering Military Leave.

ARTICLE 27 – PAID FAMILY AND MEDICAL LEAVE

27.1 Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligible for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement.

Effective January 1, 2019 premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction their portion of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. Employer will pay the remaining premium amounts.

- 27.2 Refer to the adopted Douglas County Personnel Policy XX.X covering Paid Family and Medical Leave

ARTICLE 28 - INSURANCE, MEDICAL, DENTAL AND LIFE

- 28.1 Douglas County employees who are eligible for insurance coverage may have a choice of medical service plans offered by the County. If any of the medical service plans are taken, life insurance coverage on the employee becomes mandatory.

The parties agree to re-open this Article for negotiation each year of this agreement if the insurance premium rates increase by five (5%) percent or more. The Employer shall notify the Union as to the proposed insurance rates for the upcoming year as soon as practicable.

Medical coverage shall commence on the first day of the month following completion of eighty (80) hours of work each month, subject to the Employer's policies, procedures, criteria, and plans regarding insurance coverage.

- 28.2 Based on the preceding month's hours, the County will contribute up to seven hundred sixty six dollars and eighty cents (\$766.80) per month toward one of the plans offered by the County, of the employee's choice. Any amounts in excess of the seven hundred sixty six dollars and eighty cents (\$766.80) towards the medical plan of choice shall be the responsibility of the employee and shall be paid by payroll deduction.

The County agrees to contribute in 2020 through 2021 – A maximum increase to insurance premiums (medical and/or dental) up to ninety-three dollars (\$93.00) for employee only coverage. If the increase in 2020 is less than ninety-three dollars (\$93.00) the remainder will be applied in 2021

- 28.3 The County shall continue paying the employee's dental plan premiums during the term of this Agreement up to a maximum premium of sixty one dollars and two cents (\$61.02) per month. Any amounts in excess of the sixty one dollars and two cents (\$61.02) towards the dental plan shall be the responsibility of the employee and shall be paid by payroll deduction.
- 28.4 If there is a need to further modify coverage as determined by the County, based upon the recommendation of the insurance broker and/or companies, the County will provide as much notice as practicable to the Union and allow the Union the opportunity to bargain regarding said changes. Should the Union and the County be unable to bargain

a satisfactory resolution of any issues raised regarding modification of coverage, premium structures, or benefit levels within thirty (30) days after notice to the Union, the County shall have the right to implement the modification to premium structures, benefit levels and coverage.

- 28.5 The Union and/or the Employee will indemnify and hold the County harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 28.6 Disputes regarding benefit levels, premium structures, insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Union and/or the employee.
- 28.7 The County agrees to contribute one hundred twenty five dollars (\$125.00) per month into each eligible employee's HRAVEBA Medical Savings Account.

ARTICLE 29 - SOCIAL SECURITY

- 29.1 The County shall continue to provide F.I.C.A. coverage during the term of the Agreement.

ARTICLE 30 - ENTIRE AGREEMENT

- 30.1 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the County, regardless of whether or not such rights have previously been exercised by the County. There shall be no verbal or written agreement between the County and the Employee in violation of this Agreement. This Agreement contains all of the covenants, stipulations, and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation of agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 31 - SAVINGS CLAUSE

- 31.1 Should any Article, Section or portion thereof this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 32- COUNTY POLICIES

- 32.1 Douglas County Personnel Policies shall be applicable to Union employees, and employees agree to adhere to these policies.

The Douglas County Personnel Policies fully apply to members of the bargaining unit. If the County initiates substantial changes to these policies, The County will provide thirty (30) calendar days written notice to the Union. Within the thirty (30) calendar days, the Union will have the opportunity to comment and provide input; provided,

however, comment and input shall not constitute an obligation to bargain about the changes. After the thirty (30) calendar days, the County has the right to implement the change(s). If there is an emergency, the County is not required to provide thirty (30) calendar days notice, but rather will provide whatever notice is practical based on the circumstances.

ARTICLE 33 - TERM OF AGREEMENT

- 33.1 This Agreement shall be effective as of the 1st day of January 2019, except as otherwise provided for in this Agreement and shall remain in full force and effect until the 31st day of December 2021.
- 33.2 In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNED THIS 15th DAY OF January, 2019.

For the Union

Tom Cash

Tom Cash, Staff Representative
Washington State Council of County &
City Employees, AFL-CIO

Tara Whaley

Tara Whaley, Local 846 DC

19.2019

For the County

Kyle Steinburg

Kyle Steinburg, Chair
Douglas County Commissioner

Dan Sutton

Dan Sutton, Vice Chair
Douglas County Commissioner

Marc S. Straub

Marc S. Straub, Member
Douglas County Commissioner



ATTEST:

Tiana Rowland

Tiana Rowland, Clerk of the Board

Represented By


Anthony F. Menke by JRB

Anthony F. Menke
Management Attorney

James R. Barker

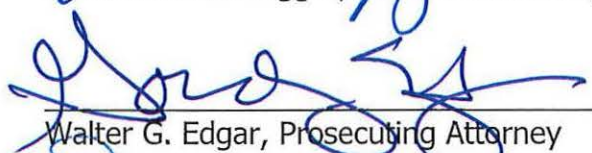
James R. Barker
Administrator


Jim Ruud, Assessor


Natalie Marx, Treasurer


Thad Duvall, Auditor


Honorable Eric Biggar, District Court Judge


Walter G. Edgar, Prosecuting Attorney


Tristen Worthen, Clerk



ATTEST: 
Tiana Rowland, Clerk of the Board

Appendix A 2019

| 2019 | Range 1 | Range 2 | Range 3 | Range 4 | Range 5 | Range 6 | Range 7 | Range 8 | Range 9 |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 3% | | | | | | | | | |
| Step 1 | \$2,138 | \$2,864 | \$3,199 | \$3,343 | \$3,488 | \$3,594 | \$3,702 | \$3,881 | \$4,162 |
| Step 2 | \$2,202 | \$2,939 | \$3,270 | \$3,418 | \$3,558 | \$3,668 | \$3,772 | \$3,969 | \$4,236 |
| Step 3 | \$2,276 | \$3,013 | \$3,342 | \$3,492 | \$3,629 | \$3,742 | \$3,838 | \$4,054 | \$4,311 |
| Step 4 | \$2,350 | \$3,087 | \$3,406 | \$3,566 | \$3,701 | \$3,816 | \$3,905 | \$4,141 | \$4,385 |
| Step 5 | \$2,426 | \$3,161 | \$3,480 | \$3,640 | \$3,772 | \$3,890 | \$3,974 | \$4,229 | \$4,459 |
| Step 6 | \$2,500 | \$3,236 | \$3,545 | \$3,714 | \$3,839 | \$3,964 | \$4,045 | \$4,314 | \$4,533 |
| Step 7 | \$2,574 | \$3,310 | \$3,613 | \$3,788 | \$3,909 | \$4,039 | \$4,114 | \$4,401 | \$4,607 |
| Step 8 | \$2,648 | \$3,385 | \$3,683 | \$3,863 | \$3,979 | \$4,113 | \$4,184 | \$4,486 | \$4,681 |

| 2019 | Range 10 | Range 11 | Range 12 | Range 13 | Range 14 | Range 15 | Range 16 | Range 17 | Range 18 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 3% | | | | | | | | | |
| Step 1 | \$4,443 | \$4,946 | \$5,312 | \$5,514 | \$5,719 | \$5,983 | \$6,302 | \$6,629 | \$7,367 |
| Step 2 | \$4,530 | \$5,023 | \$5,413 | \$5,620 | \$5,814 | \$6,089 | \$6,408 | \$6,729 | \$7,465 |
| Step 3 | \$4,616 | \$5,108 | \$5,513 | \$5,726 | \$5,917 | \$6,195 | \$6,514 | \$6,824 | \$7,565 |
| Step 4 | \$4,700 | \$5,191 | \$5,615 | \$5,832 | \$6,013 | \$6,302 | \$6,620 | \$6,927 | \$7,665 |
| Step 5 | \$4,786 | \$5,269 | \$5,715 | \$5,938 | \$6,110 | \$6,408 | \$6,726 | \$7,027 | \$7,765 |
| Step 6 | \$4,873 | \$5,356 | \$5,814 | \$6,044 | \$6,210 | \$6,514 | \$6,832 | \$7,128 | \$7,866 |
| Step 7 | \$4,957 | \$5,435 | \$5,921 | \$6,150 | \$6,308 | \$6,620 | \$6,938 | \$7,229 | \$7,962 |
| Step 8 | \$5,048 | \$5,519 | \$6,021 | \$6,256 | \$6,405 | \$6,726 | \$7,044 | \$7,326 | \$8,061 |

| 2019 | Range 19 | Range 20 | Range 21 | Range 22 | Range 23 |
|--------|----------|----------|----------|----------|----------|
| 3% | | | | | |
| Step 1 | \$7,638 | \$8,348 | \$8,731 | \$9,298 | \$9,618 |
| Step 2 | \$7,745 | \$8,448 | \$8,836 | \$9,426 | \$9,724 |
| Step 3 | \$7,851 | \$8,547 | \$8,941 | \$9,553 | \$9,824 |
| Step 4 | \$7,957 | \$8,644 | \$9,039 | \$9,681 | \$9,929 |
| Step 5 | \$8,063 | \$8,747 | \$9,143 | \$9,807 | \$10,030 |
| Step 6 | \$8,169 | \$8,848 | \$9,244 | \$9,934 | \$10,139 |
| Step 7 | \$8,275 | \$8,947 | \$9,349 | \$10,059 | \$10,239 |
| Step 8 | \$8,381 | \$9,045 | \$9,452 | \$10,189 | \$10,342 |

2020

| 2020 | Range 1 | Range 2 | Range 3 | Range 4 | Range 5 | Range 6 | Range 7 | Range 8 | Range 9 |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 3% | | | | | | | | | |
| Step 1 | \$2,202 | \$2,950 | \$3,295 | \$3,444 | \$3,592 | \$3,701 | \$3,813 | \$3,997 | \$4,287 |
| Step 2 | \$2,268 | \$3,027 | \$3,368 | \$3,520 | \$3,664 | \$3,778 | \$3,885 | \$4,088 | \$4,363 |
| Step 3 | \$2,345 | \$3,103 | \$3,443 | \$3,596 | \$3,738 | \$3,854 | \$3,953 | \$4,176 | \$4,440 |
| Step 4 | \$2,421 | \$3,180 | \$3,508 | \$3,673 | \$3,812 | \$3,931 | \$4,022 | \$4,265 | \$4,516 |
| Step 5 | \$2,498 | \$3,256 | \$3,585 | \$3,749 | \$3,885 | \$4,007 | \$4,093 | \$4,356 | \$4,593 |
| Step 6 | \$2,575 | \$3,333 | \$3,652 | \$3,826 | \$3,954 | \$4,083 | \$4,166 | \$4,443 | \$4,669 |
| Step 7 | \$2,651 | \$3,410 | \$3,722 | \$3,902 | \$4,026 | \$4,160 | \$4,237 | \$4,533 | \$4,745 |
| Step 8 | \$2,728 | \$3,486 | \$3,794 | \$3,978 | \$4,098 | \$4,236 | \$4,309 | \$4,620 | \$4,822 |

| 2020 | Range 10 | Range 11 | Range 12 | Range 13 | Range 14 | Range 15 | Range 16 | Range 17 | Range 18 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 3% | | | | | | | | | |
| Step 1 | \$4,577 | \$5,094 | \$5,471 | \$5,679 | \$5,890 | \$6,163 | \$6,491 | \$6,828 | \$7,588 |
| Step 2 | \$4,666 | \$5,174 | \$5,575 | \$5,788 | \$5,989 | \$6,272 | \$6,600 | \$6,931 | \$7,689 |
| Step 3 | \$4,755 | \$5,261 | \$5,678 | \$5,898 | \$6,095 | \$6,381 | \$6,709 | \$7,028 | \$7,792 |
| Step 4 | \$4,841 | \$5,347 | \$5,783 | \$6,007 | \$6,194 | \$6,491 | \$6,818 | \$7,135 | \$7,895 |
| Step 5 | \$4,930 | \$5,428 | \$5,887 | \$6,116 | \$6,293 | \$6,600 | \$6,928 | \$7,237 | \$7,998 |
| Step 6 | \$5,019 | \$5,517 | \$5,989 | \$6,225 | \$6,396 | \$6,709 | \$7,037 | \$7,341 | \$8,102 |
| Step 7 | \$5,106 | \$5,598 | \$6,099 | \$6,335 | \$6,497 | \$6,818 | \$7,146 | \$7,445 | \$8,201 |
| Step 8 | \$5,199 | \$5,684 | \$6,202 | \$6,444 | \$6,597 | \$6,928 | \$7,255 | \$7,546 | \$8,303 |

| 2020 | Range 19 | Range 20 | Range 21 | Range 22 | Range 23 |
|--------|----------|----------|----------|----------|----------|
| 3% | | | | | |
| Step 1 | \$7,868 | \$8,599 | \$8,993 | \$9,577 | \$9,907 |
| Step 2 | \$7,977 | \$8,702 | \$9,101 | \$9,708 | \$10,016 |
| Step 3 | \$8,086 | \$8,803 | \$9,210 | \$9,840 | \$10,119 |
| Step 4 | \$8,195 | \$8,903 | \$9,310 | \$9,971 | \$10,227 |
| Step 5 | \$8,305 | \$9,009 | \$9,418 | \$10,101 | \$10,331 |
| Step 6 | \$8,414 | \$9,113 | \$9,522 | \$10,232 | \$10,443 |
| Step 7 | \$8,523 | \$9,215 | \$9,630 | \$10,361 | \$10,546 |
| Step 8 | \$8,633 | \$9,317 | \$9,736 | \$10,494 | \$10,652 |

2021

| 2021 | Range 1 | Range 2 | Range 3 | Range 4 | Range 5 | Range 6 | Range 7 | Range 8 | Range 9 |
|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 3% | | | | | | | | | |
| Step 1 | \$2,269 | \$3,039 | \$3,394 | \$3,547 | \$3,700 | \$3,813 | \$3,927 | \$4,117 | \$4,416 |
| Step 2 | \$2,336 | \$3,118 | \$3,469 | \$3,626 | \$3,774 | \$3,891 | \$4,002 | \$4,210 | \$4,494 |
| Step 3 | \$2,415 | \$3,196 | \$3,546 | \$3,704 | \$3,850 | \$3,970 | \$4,072 | \$4,301 | \$4,573 |
| Step 4 | \$2,494 | \$3,275 | \$3,614 | \$3,783 | \$3,926 | \$4,049 | \$4,143 | \$4,393 | \$4,652 |
| Step 5 | \$2,573 | \$3,354 | \$3,692 | \$3,862 | \$4,002 | \$4,127 | \$4,216 | \$4,487 | \$4,730 |
| Step 6 | \$2,652 | \$3,433 | \$3,761 | \$3,940 | \$4,073 | \$4,206 | \$4,291 | \$4,576 | \$4,809 |
| Step 7 | \$2,731 | \$3,512 | \$3,833 | \$4,019 | \$4,147 | \$4,285 | \$4,364 | \$4,669 | \$4,888 |
| Step 8 | \$2,809 | \$3,591 | \$3,908 | \$4,098 | \$4,221 | \$4,363 | \$4,439 | \$4,759 | \$4,966 |

| 2021 | Range 10 | Range 11 | Range 12 | Range 13 | Range 14 | Range 15 | Range 16 | Range 17 | Range 18 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 3% | | | | | | | | | |
| Step 1 | \$4,714 | \$5,247 | \$5,635 | \$5,849 | \$6,067 | \$6,348 | \$6,685 | \$7,033 | \$7,815 |
| Step 2 | \$4,806 | \$5,329 | \$5,742 | \$5,962 | \$6,168 | \$6,460 | \$6,798 | \$7,139 | \$7,920 |
| Step 3 | \$4,898 | \$5,419 | \$5,848 | \$6,074 | \$6,278 | \$6,573 | \$6,910 | \$7,239 | \$8,026 |
| Step 4 | \$4,986 | \$5,507 | \$5,956 | \$6,187 | \$6,379 | \$6,685 | \$7,023 | \$7,349 | \$8,132 |
| Step 5 | \$5,078 | \$5,590 | \$6,064 | \$6,300 | \$6,482 | \$6,798 | \$7,136 | \$7,455 | \$8,238 |
| Step 6 | \$5,170 | \$5,682 | \$6,168 | \$6,412 | \$6,588 | \$6,910 | \$7,248 | \$7,562 | \$8,345 |
| Step 7 | \$5,259 | \$5,766 | \$6,282 | \$6,525 | \$6,692 | \$7,023 | \$7,361 | \$7,669 | \$8,447 |
| Step 8 | \$5,355 | \$5,855 | \$6,388 | \$6,637 | \$6,795 | \$7,136 | \$7,473 | \$7,773 | \$8,552 |

| 2021 | Range 19 | Range 20 | Range 21 | Range 22 | Range 23 |
|--------|----------|----------|----------|----------|----------|
| 3% | | | | | |
| Step 1 | \$8,104 | \$8,857 | \$9,263 | \$9,864 | \$10,204 |
| Step 2 | \$8,216 | \$8,963 | \$9,375 | \$10,000 | \$10,316 |
| Step 3 | \$8,329 | \$9,067 | \$9,486 | \$10,135 | \$10,422 |
| Step 4 | \$8,441 | \$9,170 | \$9,590 | \$10,271 | \$10,534 |
| Step 5 | \$8,554 | \$9,279 | \$9,700 | \$10,404 | \$10,641 |
| Step 6 | \$8,666 | \$9,387 | \$9,807 | \$10,539 | \$10,757 |
| Step 7 | \$8,779 | \$9,491 | \$9,919 | \$10,672 | \$10,863 |
| Step 8 | \$8,892 | \$9,596 | \$10,028 | \$10,809 | \$10,972 |

Wage Schedule Key
Appendix A-1

| | Range |
|---|--------------|
| Assessor | |
| Chief Deputy + 500 | 7 |
| First Deputy | 5 |
| Chief Personal Property Appraiser | 5 |
| Commercial/Lead Appraiser +100 | 11 |
| Appraiser +100 | 7 |
| Appraiser +100 | 7 |
| Appraiser | 7 |
| Clerk | |
| Collections Deputy | 4 |
| Deputy Clerk +50 | 3 |
| Deputy Clerk | 3 |
| Jury Coordinator/Office Asst III | 2 |
| Courthouse | |
| Maintenance Tech | 4 |
| Maintenance Tech - Nights | 2 |
| Elections | |
| Supervisor +200 | 6 |
| Elections Coordinator+100 | 3 |
| District Court | |
| Deputy | 3 |
| Deputy | 3 |
| Deputy + 50 | 3 |
| Deputy +50 | 3 |
| Deputy Bridgeport + 50 | 3 |
| Deputy Bridgeport PT +50 | 3 |
| Deputy Clerk – Lead/Additional Duties + 200 | 3 |
| Certified Interpreter/Judicial Marshal | 13 |
| Chief Deputy | 6 |
| Prosecuting Attorney | |
| Crimes Victim Coordinator +50 | 5 |
| Legal Assistant | 5 |
| Office Assistant PT | 1 |
| Probation | |
| Probation Officer | 10 |

| | |
|----------------------------|----|
| Treasurer | |
| Accounts Receivable Deputy | 5 |
| Receptionist | 3 |
| Warrant Deputy | 5 |
| Auditor | |
| Accounts Payable Tech | 7 |
| Recorder +150 | 3 |
| Licensing Supervisor +100 | 3 |
| MIS | |
| System Administrator | 15 |
| System Administrator | 15 |
| Systems Administrator | 15 |

Note: Add-ons include "lead add-on's," job required "certification add-on's"