

**LABOR AGREEMENT**  
**BETWEEN**  
**SKAGIT COUNTY, WASHINGTON**  
**AND**  
**SKAGIT COUNTY PUBLIC DEFENDERS**  
**LOCAL 176 PD, COUNCIL #2, AFSCME**  
**JANUARY 1, 2025 – DECEMBER 31, 2026**



**New Logo**



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The Board of County Commissioners and the Director of the Public Defenders' Office (Director) of Skagit County, Washington (County), and the American Federation of State, County and Municipal Employees, AFL-CIO (Union and individuals are Union Officials) representing Local 176-PD (Bargaining Unit) and employees within the classifications of work covered by this Agreement (Bargaining Unit employees), do hereby reach Agreement for the purpose of enhancing the material conditions of the Bargaining Unit employees, promote the general efficiency of the Office, to eliminate as far as possible, political considerations from policy, and to promote the morale, wellbeing and security of Bargaining Unit employees.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The Bargaining Unit shall be comprised of all full-time and regular part-time public defenders of Skagit County, excluding supervisors, confidential employees and all other employees.
- 1.2 Union Dues/Payroll Deduction. The County shall, for the duration of this Agreement, deduct regular periodic Union dues from the paycheck of each Bargaining Unit employee who has authorized the withholding of such dues in a form determined by the Union. The County will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union including a copy of the deduction authorization for the County's file. Funds so deducted shall be remitted by the County to an agent of the Union as the Union shall, in writing, reasonably designate.
- 1.3 Union Dues/Cancellation. Bargaining Unit employees may cancel their dues deduction by written notice to the Union in accordance with the terms and conditions of their dues deduction authorization. The Union will provide timely written notice to the County of the cancellation of dues authorization by a Bargaining Unit employee. Dues deduction will end not later than the second payroll period after the County receives a notice of cancellation from the Union.
  - 1.3.1 The Union and all Bargaining Unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.
- 1.4 The County will provide written notice to the Union of new Bargaining Unit employees. Notice will be provided after the Bargaining Unit employee starts their first day.
- 1.5 Within 60 days of a new Bargaining Unit employee's start date, the County will provide the Union access to the Bargaining Unit employee's regular worksite, for no less than 30 minutes during the Bargaining Unit employee's regular work hours, to present information about the Union and this Agreement. This presentation may occur during a new Bargaining Unit employee orientation or at another time and location mutually agreed to by the parties.

## **ARTICLE 2 – UNION-MANAGEMENT RELATIONS**

- 2.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized Bargaining Unit employees, Union Officials, and County.

- 2.2 This Agreement shall become effective only when signed by the Bargaining Unit E-Board Members, a Union Representative of Washington State Council #2, the Director, and the Board of County Commissioners.
- 2.3 One Union Official and 3 Bargaining Unit employees selected by the Union shall conduct negotiations with the County. Negotiations shall be conducted at mutually agreed times and places.
- 2.4 Bargaining Unit employees on the negotiating team will be paid their usual wage whenever negotiations are scheduled during a Bargaining Unit employee's normal working hours.
- 2.5 Bargaining Unit stewards shall be allowed time away from their duty station without loss of pay when attending meetings with the County, or when adjusting grievances or complaints. Bargaining Unit stewards shall obtain permission from their supervisor before leaving the job site. Bargaining Unit stewards who wish to contact a Bargaining Unit employee on the job concerning a grievance or complaint shall first obtain permission from their and the Bargaining Unit employee's supervisor. Supervisors shall cooperate with the Bargaining Unit stewards in order to expedite and resolve grievances or complaints.
- 2.6 On February 1, of each year, the Union shall submit to the County a written list of Union Officials, Bargaining Unit stewards, the negotiating committee, and the grievance committee members. The County shall be notified in writing of any changes that occur during the year within 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 County and Bargaining Unit President, or designee, shall meet periodically, when requested by either party, 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 to communicate does not limit or waive the Union's or Bargaining Unit employees' rights to resolve matters of concern through other means.
  - 2.7.2 Any items discussed shall not add to or alter the terms of this Agreement unless ratified by the Bargaining Unit employees and approved by the Board of County Commissioners and the Director. None of the parties to this Agreement waives its right to negotiate any bargainable subject. To promote the free flow of discussions, all discussions shall be for purposes of settlement and pursuant to ER 408 and shall not be admissible as evidence at any tribunal.
- 2.8 The Union shall be entitled to one representative on each of the Salary and Benefits Committee and the Health and Welfare Committee.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The County 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. 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 the Union may distribute via e-mail, as authorized by the Bargaining Unit President, any such notices that are deemed acceptable to post on a Union bulletin board.
- 4.2 Official Bargaining Unit stewards 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 Union; provided that the County is able to properly staff the Bargaining Unit employee's job duties during the Bargaining Unit employee's time off. The time off shall not exceed 5 days for a single function or a total of 15 working days

in one calendar year. The Bargaining Unit steward may opt to use vacation time for such time off, with reasonable notice and the County's approval.

4.3 The County agrees that during working hours, on the County's premises, a Bargaining Unit steward shall be allowed, without loss of pay, to:

4.3.1 Post Union notices as stated above.

4.3.2 Distribute Union literature which shall be restricted to the Bargaining Unit employees' break room and shall not disrupt normal operations.

4.3.3 Transmit communications, authorized by the local Union Officials, to the County or its representative without disrupting normal operations.

4.3.4 Consult with the County, its representatives, local Union Officials, or other Union representatives concerning any provision of this Agreement, after first receiving the County's approval.

4.3.5 The County agrees that accredited Union Officials shall have reasonable access to the public premises and designated non-public areas of the County during working hours to investigate and discuss grievances, provided the Union representative does not interfere with the work of the Bargaining Unit employees. Such business will normally be confined to the Bargaining Unit employee's break room or conference room, unless otherwise concurred by the County.

4.3.6 Upon the reasonable written request of the Union, the County agrees to provide a list of Bargaining Unit employees and their positions (including promotions and reclassifications).

4.3.7 The President or their 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 Bargaining Unit President or their 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 Bargaining Unit President may also make limited use of office copy machines for union matters, subject to review of such use by the County. Bargaining Unit employees 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 15 working days from its occurrence, or from the date the aggrieved Bargaining Unit employee could reasonably have known of the occurrence, the

aggrieved Bargaining Unit employee shall discuss their complaint with the Director. The Bargaining Unit steward may be present if the Bargaining Unit 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, it shall be reduced to a written grievance signed by the Bargaining Unit employee and Union and submitted to the Director within 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 Director shall submit their answer back to the Union Official and Bargaining Unit employee within 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, it shall be referred in writing to Human Resources within 5 working days after the answer in Step 2, and shall be signed by both the Bargaining Unit employee and the Union Official. Human Resources shall discuss the grievance within 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 County and the Union. If no settlement is reached, Human Resources shall give the County's written answer to the Union within 20 working days following their meeting.
- 5.1.4 Step 4: Arbitration Procedure: If the grievance is not settled in Step 3, the written grievance shall be submitted for arbitration within 45 working days of receipt of the County's written response. The parties shall select a disinterested party to serve as arbitrator.

If the County and the Union are unable to agree upon an arbitrator, the County and Union shall request a list of 11 Northwest Arbitrators from the Federal Mediation and Conciliation Service. The agreed upon source shall supply a list of 11 arbitrators from which a selection shall be made by alternately striking 1 name from the list until only 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 arbitration expenses and fees shall be equally shared by the County 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 County 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.

## **ARTICLE 6 – SENIORITY, LAYOFF AND RECALL**

- 6.1 **Seniority.** For purposes of layoff and recall rights, seniority shall be defined as a Bargaining Unit employee's months of continuous service (inclusive of unpaid leaves as a Bargaining Unit full-time or regular part-time employee).
- 6.2 **Layoff Procedures.** In the event of a layoff, the County 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 Bargaining Unit employees 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 18 months. If new hiring takes place during that recall period, the County will consider recall of a laid off attorney if the County concludes the attorney is qualified.

## **ARTICLE 7 – DISCIPLINE – TERMINATION**

- 7.1 The County retains the right to discipline or discharge any Bargaining Unit employee for good cause per County Code 2.36.095. Although the County shall determine the ultimate level of discipline, principles of progressive discipline will generally be used. Any discipline action imposed upon a Bargaining Unit employee may be subject to the grievance procedure. If the County has reason to reprimand a Bargaining Unit employee, the County shall strive to do so in a manner that will not embarrass the Bargaining Unit employee before other Bargaining Unit employees or the public.
  - 7.1.1 The County shall provide the Bargaining Unit employee with written documentation of the basis for the any discipline or discharge decision
  - 7.1.2 Letters of reprimand, verbal and written warning, shall not be used for progressive discipline after a period of 24 months from the date of issuance, other than for purposes of showing notice; provided the Bargaining Unit employee has not been disciplined during that 24 months.
- 7.2 Any disciplinary or termination action involving a Bargaining Unit employee may be subject to the grievance procedure up through Step 3 and are not arbitrable as Step 4 provides. After the County reviews a disciplinary or termination grievance in Step 3, its decision is final and binding.
- 7.3 In cases of disciplinary suspension or termination, the Bargaining Unit employee shall have the right to a pre-termination meeting. The County shall present the Bargaining Unit employee with the nature of the charges against them in writing, the facts supporting the charges, and the opportunity to respond to the charges. The Bargaining Unit employee shall have the right to have a Union representative present. After the pre-determination meeting, the Bargaining Unit employee will be notified in writing of the final decision.
- 7.4 Probationary Bargaining Unit employees 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
Juneteenth	Nineteenth of June
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
Native American Heritage Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

8.1.1 Bargaining Unit employees shall be entitled to 2 paid personal holiday per calendar year in addition to those specified in this section. It is agreed that all personal holidays shall be 8 hours per personal holiday for FTE = 1. Personal holidays for Bargaining Unit 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 Bargaining Unit employee's supervisor. Each Bargaining Unit employee may select the day on which the Bargaining Unit employee desires to take the personal holiday subject to the approval of the County. New Bargaining Unit employees shall be eligible for the personal holiday following completing probation. Personal holidays must be taken during the calendar year, or entitlement will lapse, except when the Bargaining Unit 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 Bargaining Unit 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 173.33 hours.

8.4 A Bargaining Unit employee shall be eligible for the paid holidays so long as the Bargaining Unit 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 Bargaining Unit employees on authorized time loss for an industrial insurance claim.

## **ARTICLE 9 – VACATIONS**

9.1 Vacation time off 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 eligible Bargaining Unit regular full-time or regular part-time employees shall be credited at the end of each pay period of employment with the following amounts of annual vacation time. Bargaining Unit employee regular part-time employees shall accrue vacation time on a pro-rated basis.

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

<b>Current Year of Service (based on progression date from payroll system)</b>	<b>Annual Vacation Benefit (hours)</b>	<b>Corresponding Vacation Days (based on 8-hour days)</b>	<b>Pay Period Accrual (hours)</b>	<b>(Years of Completed Service)</b>
1	104	13	4.33	0
2	112	14	4.67	1
3	120	15	5.00	2
4	128	16	5.33	3
5	144	18	6.00	4
6	144	18	6.00	5
7	144	18	6.00	6
8	144	18	6.00	7
9	152	19	6.33	8
10	168	21	7.00	9
11	168	21	7.00	10
12	176	22	7.33	11
13	176	22	7.33	12
14	176	22	7.33	13
15	192	24	8.00	14
16	200	25	8.33	15
17	200	25	8.33	16
18	200	25	8.33	17
19	208	26	8.67	18
20	208	26	8.67	19
21	216	27	9.00	20+

- 9.4 Annual vacation time shall be allowed for each new Bargaining Unit employee upon the completion of their first 6 months of service. After 6 months of service, each Bargaining Unit 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 time off may be accrued and be carried over to the next anniversary year to a maximum of 320 hours (for 40 hour work week Bargaining Unit employees) or pro-rata for Bargaining Unit employees working less than a 40 hour work week, with the consent of the Department Head/Elected Official. Bargaining Unit employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap.
- 9.5 Vacation days for purposes of accrual shall consist of 8 hours per day for 40 hour/work week positions. Vacation time shall be expended based on actual hours off assigned work shift.
- 9.6 Upon resignation or termination, an eligible Bargaining Unit employee who has satisfactorily completed the probationary period with at least 1 full year of continuous employment, who resigns with a minimum of 2 weeks' notice, except in cases of emergency, will be paid accrued but unused vacation time through the date of termination up to a maximum of 40 working days or 320 hours, whichever is less (except when additional accrual has been authorized by the Board of County Commissioners).
- 9.7 The County shall have the authority to approve vacations.

#### **ARTICLE 10 – SICK TIME OFF**

- 10.1 Cumulative sick time with pay shall accrue to each Bargaining Unit employee at the rate of 1 working day of sick time for each calendar month of service (i.e.: 0.0462 hours per compensated straight time hour up to 96 hours in any 1 calendar year), and shall continue to accumulate while taking sick time or vacation, and shall not exceed 1200 hours for 40 hour work week Bargaining Unit employees or 1050 hours (for 35 hour work week Bargaining Unit employees). Accumulation of sick time beyond 1200 hours on December 31 of the year of accrual will cause the Bargaining Unit employee to lose those hours accrued beyond 1200.
- 10.2 Bargaining Unit employees who are granted sick time off shall continue to accrue sick leave during such absence.
- 10.3 Sick time off shall be granted for the following reasons:
- 10.3.1 Personal illness - 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 Bargaining Unit employee. Sick time off 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 Bargaining Unit 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, Bargaining Unit employee regular full-time and regular part-time employees may donate sick time to an employee so long as the donor’s accrued sick time balance is maintained at 60 days after the donation. A Sick Leave Donation Affidavit must be filed prior to the donation.
- 10.3.8 Any other reason permitted by relevant law.
- 10.4 Sick leave shall be figured exclusive of holidays and days off.
- 10.5 The Bargaining Unit employee shall furnish a physician’s certificate, if requested by the County.
- 10.6 The Bargaining Unit employee shall be responsible for notifying their supervisor 30 minutes or more prior to the start of the workday if taking sick time off.
- 10.7 Upon separation Bargaining Unit employees shall be eligible for sick-time 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 Bargaining Unit employees shall be allowed Family and Medical Leave consistent with the federal Family and Medical Leave Act, applicable state law, and the County’s policies.

## **ARTICLE 12 – OTHER TIME OFF**

- 12.1 Bereavement Time. It is hereby mutually agreed that if a death in the immediate family of a Bargaining Unit employee occurs, the Bargaining Unit employee shall be granted time off with pay.
  - 12.1.1 Immediate Family. Immediate Family is 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 Bargaining Unit employee’s household.

#### 12.1.2 Time Off.

12.1.2.1 When a Bargaining Unit employee's Immediate Family member dies, the Bargaining Unit employee shall be eligible for not more than 40 working hours of time off with pay to attend to personal matters. Regular part time employees shall receive bereavement time off based on their percentage of full-time employment.

12.1.2.2 A Bargaining Unit employee is eligible for a ½ day absence with pay to attend the funeral of a fellow Bargaining Unit employee, or a Bargaining Unit employee who has retired from service within 5 years, subject to the County's approval.

12.1.3 All bereavement leave shall be by notification and arrangement between the Bargaining Unit employee and the department head.

12.2 Military Leave. Bargaining Unit employee military leave is governed by state and federal law as set forth in the County's policies.

12.3 Jury Duty. Any Bargaining Unit employee who is called for jury duty shall receive from the County their regular pay for the actual time they are 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 or vacation time. If a Bargaining Unit employee is called for jury duty within the County and is dismissed from such duty or appearance prior to noon, they shall report back to work.

12.4 Unpaid Leave. All requests for an Unpaid Leave of Absence shall be submitted in writing to the County. Such requests shall state the reasons why the Bargaining Unit employee requests a leave of absence and the approximate length of time off the Bargaining Unit employee desires. The County shall respond to the request in writing within 10 working days. The length of leave of absence shall be at the discretion of the County. Approved leave requests of 6 months or less assure the Bargaining Unit employees' reinstatement to their current position.

12.4.1 No leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick time benefits or any other fringe benefits shall accrue while the Bargaining Unit employee is on leave of absence without pay, and the Bargaining Unit employee's pay and time off progression dates will be adjusted accordingly.

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

### ARTICLE 13 – HOURS OF WORK AND WAGES

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

- 13.2 Remote Work. The County has a remote work policy permitting the County to assign workers to work from remote locations whenever such assignments are of necessity or convenience to the County. Such remote work assignments shall be arranged and approved with the assistance of Human Resources.
- 13.3 County will pay a stipend of \$50 per year, per employee, as a cell phone stipend.
- 13.4 The County will provide Adobe Acrobat Pro licenses for all bargaining unit members who request a license.

#### **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

- 14.1 Dues. The County shall pay for each Bargaining Unit employee's: 1) Washington State Bar Association dues, including one section if elected by the Bargaining Unit employee; 2) Skagit County Bar Association dues; 3) Washington Defenders' Association dues; and 4) Washington Criminal Defense Lawyer dues.
- 14.2 CLE. The County shall allow paid time for, and will reimburse each Bargaining Unit employee, the cost of obtaining the 45 credits of continuing legal education credits per three year certification cycle, provided that they are pre-approved by the Director.

In addition, the County will allow paid time off for Bargaining Unit employees to attend additional professional conferences which may include Bar Committee meetings. There is no specific limit to the number of conferences that a Bargaining Unit employee can attend, provided that the Bargaining Unit employee's attendance is pre-approved by the Director, and Bargaining Unit employee can arrange their calendar to avoid undue burden on other Bargaining Unit employees having to cover cases.

- 14.3 When the County becomes aware that: 1) a new unfilled 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 County will be posting the position on the County website, the County shall notify Bargaining Unit employees as soon as is practicable, and at least two weeks prior to making any job offer to an external candidate. Bargaining Unit employees interested in transferring to the vacant position must notify the County in writing prior to the close of the job posting. All internal employees applying for the position shall be interviewed for the position and, if not appointed, shall be provided a reason for the decision.
- 14.3.1 This provision is designed to give Bargaining Unit employees notice of such openings so they may notify the County 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 Bargaining Unit employee transferring as a result of this provision. This provision does not apply to regular rotation of Bargaining Unit employee duties.

## ARTICLE 15 – HEALTH AND WELFARE

- 15.1 All eligible Bargaining Unit employees shall participate in the Standard Medical Plan (SMP) or the High Deductible Health Plan (HDHP), which includes the provisions in this Agreement and Attachment A, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP/HDHP may have its benefits levels adjusted from time to time in accordance with the procedures as set out herein. The SMP/HDHP shall be the Plan adopted by the County.
- 15.2 The County shall fund the SMP/HDHP 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 3 year period.
- 15.2.2 If a specific SMP/HDHP Bargaining Unit employee benefit choice require a Bargaining Unit employee payment to the County in order to obtain such benefit coverage (i.e., employee contribution for spousal benefits) such Bargaining Unit 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/HDHP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 15.4 Should the SMP/HDHP accumulate “surplus reserves” (i.e., those amounts over-and-above a reasonable reserve required by prudent management of the SMP/HDHP to provide funding of the SMP/HDHP 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/HDHP benefit improvements as do not weaken the long term sustainability of the SMP/HDHP 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/HDHP experience negative actuarial trend experience altering the division of SMP/HDHP-OCS as provided in Section 15.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP/HDHP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP/HDHP, shall meet and make said possible recommendations for the following plan year within the division of SMP/HDHP-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/HDHP 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/HDHP is required by the program provider or federal or state law, the County 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 Bargaining Unit employees to continue participation in a Health Savings Account (HSA) at the additional cost to be paid for by the Bargaining Unit employee. Participation in the HSA shall be in accordance with the adopted plan.

#### **ARTICLE 16 – COURT SANCTIONS**

- 16.1 The County shall pay any sanctions, terms, or fines levied by any court against Bargaining Unit employees for acts or omissions committed by Bargaining Unit employees in good faith within the scope of their official duties, as reasonably determined by the Director.
- 16.2 The County shall, according to its insurance coverage, defend any Bargaining Unit employee brought into litigation for acting 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, the County will follow all federal and state laws to ensure non-discrimination. Any violation shall breach this Agreement. The County is an Equal Opportunity Employer. Bargaining Unit 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. Bargaining Unit 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 County 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 General Wage Adjustments.**

19.1.1.1 Effective January 1, 2025, Bargaining Unit employees will receive the same wages as the Civil and Criminal Division attorneys of the Prosecuting Attorney's Office. Each bargaining unit employee shall be placed on the corresponding Civil and Criminal Division range and step to their existing range and step and shall receive any resulting wage increase. Retroactive pay shall be paid to all employees actively employed at the time of ratification by both parties.

19.1.1.2 Effective January 1, 2026, the wage table at Attachment B shall be increased by the same percentage received as a general wage increase by the Civil and Criminal Division attorneys for the Skagit Prosecuting Attorney's Office over the 2025 rates.

### **19.2 On Call Pay.**

19.2.1 Effective upon ratification, Bargaining Unit employees assigned to be on call shall be compensated for all on call status at a rate of \$300 per week regardless of the number of phones utilized.

### **19.3 The County will pay Bargaining Unit employees additional funds if they provide interpreter services.**

19.3.1 Basic Interpreter Services. Additional pay of \$100.00 per month will be provided for each Bargaining Unit employee assigned to provide basic interpreter services to the public as a regular function of their position.

19.3.1.1 The Bargaining Unit employee must be able to pass a language competency test administered by the Department Head or designee.

19.3.2 Advanced Interpreter Services. Additional pay of \$200.00 per month (\$100 for basic interpreter services plus \$100 for advanced interpreter services) will be provided for each Bargaining Unit employee who is assigned to provide both

1) advanced interpreter services between attorneys and clients, and

2) document translation, as a regular function of their position.

19.3.3 A determination to award basic or advanced interpreter additional pay shall be made:

- at the discretion of the County.
- only so long as the Bargaining Unit employee is required by the department to provide interpreting services to the public.

## **ARTICLE 20 – SAVING CLAUSE**

- 20.1 Should any provisions in whole or part, be rendered invalid by legislation or by decree of a court of competent jurisdiction, the remaining portions shall not be invalid but shall remain in full force and effect.
- 20.2 In the event the Union reasonably believes that the economic provisions granted to a non-interest arbitration eligible County bargaining unit, excluding the ferry employees and any other AFSCME -represented bargaining unit, including the unrepresented employees, 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**

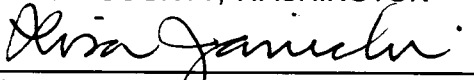
- 21.1 This Agreement shall become effective on execution of Agreement and shall remain in full force and effect until and through December 31, 2026. Should either party desire to change, modify or terminate the Agreement, they must give written notice to the other party at least 60 days, but not more than 90b days prior to December 31, 2026. If either party gives written notice of a desire to change or modify the Agreement, negotiations shall commence without undue delay.

DATED this 20 day of October, 2025.

  
Eli Wainman, Local 176PD President

Rosenda Ventura  
Rosenda Ventura, Staff Representative

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

  
Lisa Janicki, Chair

Ron Wesen  
Ron Wesen, Commissioner

  
Peter Browning, Commissioner

Attest:

  
Keri Williams  
Clerk of the Board


For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

Bonnie Beddall  
Department Head

\_\_\_\_\_  
County Administrator

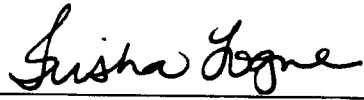
Approved as to form:

  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall  
Risk Manager

Approved as to budget:

A handwritten signature in black ink, appearing to read "Lisha Gagne". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

Budget & Finance Director

## **Attachment A Classifications**

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

This Attachment A sets out the Classification structure for Bargaining Unit employees. The parties will continue to use the same 12- 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 County'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 12 months of service.

After 2 years as a Public Defender I, a Public Defender I, who is not currently on disciplinary suspension or disciplinary leave, shall be automatically promoted to the position of Public Defender II. No action or nomination by the County is needed provided however the Department is responsible for submitting the appropriate Progression Promotion paperwork and PIF to Human Resources to initiate the promotion. Promotions will become effective as of the Bargaining Unit employee's two-year anniversary date.

If a Bargaining Unit employee is not promoted to Public Defender II at their two year anniversary, the County shall meet with and inform the Bargaining Unit employee of the specific reasons for which their performance was deemed "not satisfactory" and shall also inform the Bargaining Unit 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 Bargaining Unit 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**

Public Defender II is a classification for attorneys with between 3 – 5 years of prior work experience as a licensed lawyer and/or substantial history working in the particular area of law they have been hired to perform for the Public Defender. Public Defender II is also a classification for attorneys with at least 2 prior years of satisfactory work history in the classification of Public Defender I.

An attorney advancing to the position of Public Defender II from Public Defender I shall begin service in such position at pay range 31. Movement from range 28 to 31 will always result in placement at the step in range 31 that is equivalent to a pay increase of at least a 10.5%. Subsequent movements along this range would occur according to conventional County policy.

An attorney hired as Public Defender II with three to five years of qualified work experience will be placed at steps 1-3 of range 31, or higher, based on the County's assessment of experience and qualifications.

A Public Defender II entering service at range 31, step 1 would move to range 31, step 2 upon completion of one year of service: those entering at range 31, step 2, would move to step 3 upon completion of one year of service. A Public Defender II entering service at range 31, step 3 would move to step 4 upon completion of 12 months of service. Subsequent movements along this range would occur according to conventional County policy.

After 2 years as a Public Defender II, a Public Defender I, who is not currently on disciplinary suspension or disciplinary leave, shall be automatically promoted to the position of Public Defender III. No action or nomination by the County is needed provided however the Department is responsible for submitting the appropriate Progression Promotion paperwork and PIF to Human Resources to initiate the promotion. Promotions will become effective as of the Bargaining Unit employee's two-year anniversary date.

### **Public Defender III**

Public Defender III is a classification for attorneys with more than 5 years of prior work experience as a licensed lawyer and/or significant history in the particular area of law they have been hired to perform for the Public Defender. Public Defender III is also a classification for attorneys with at least 2 prior years of satisfactory work history in the classification of Public Defender II.

An attorney advancing to the position of Public Defender III from Public Defender II shall begin service in such position at pay range 34. Movement from range 31 to 34 will always result in placement at the step in range 34 that is equivalent to a pay increase of at least a 3.5%. Subsequent movements along this range would occur according to conventional County policy.

An attorney hired as Public Defender III who has at least 5 years of qualified work experience will be placed at steps 1-3 of range 34, or higher, based on the County's assessment of experience and qualifications.

A Public Defender III entering service at range 34, step 1 would move to range 34, step 2 upon completion of one year of service: those entering at range 34, step 2, would move to step 3 upon completion of one year of service. A Public Defender III entering service at range 34, step 3 would move to step 4 upon completion of 12 months of service, with subsequent step increases every 12 months thereafter. Subsequent movements along this range would occur according to conventional County policy.

A Public Defender III shall be eligible to be promoted to the position of Senior Public Defender after serving a minimum of one year as a Public Defender III. While one year is the minimum, it is not anticipated that most PD IIIs will be nominated by the County after only one year. Not

being nominated for promotion to Senior Deputy after one year as a PD III is not an indication of unsatisfactory performance.

Factors for consideration for promotion from Public Defender III to Senior Deputy include, but are not limited to, the following enumerated factors. All factors need not be met, nor be weighed equally.

1. Years of service/employment with Skagit County;
2. Years of experience as an attorney and/or in a specific practice area;
3. Significant trial experience;
4. Significant motions experience;
5. Demonstrated competent and/or exceptional trial skills;
6. Demonstrated competent and/or exceptional legal analysis skills;
7. Demonstrated competent and/or exceptional legal writing ability;
8. Demonstrated ability to handle cases in a competent and timely manner;
9. Specialized knowledge/skills/experience that contributes to the functioning and performance of the mission of the Public Defender's Office;
10. Demonstrated leadership and/or mentoring within the Office or legal community;
11. A demonstrated history of exceeding performance expectations in the current position;
12. The ability and willingness to take on additional duties, tasks, and/or special projects, as assigned by the County, that further the mission of the Public Defender's Office.

The County may nominate a PD III to Senior Deputy any time after one year of employment as a Public Defender III. The nomination need not occur on the Bargaining Unit employee's anniversary date. It shall be the responsibility of the County to notify HR of nominations for promotion to Senior Deputy.

Final approval or denial of any nomination for promotion to Senior Public Defender must be given by the BOCC after the first nomination by the County. Such determination shall be made within 3 months of the nomination being submitted to HR and shall be based on a specific evaluation of the Bargaining Unit employee's qualifications and work history with the County.

If the BOCC does not approve the nomination for promotion to Senior Public Defender, the BOCC shall advise the County of the specific reasons for the denial. These reasons shall be shared with the Bargaining Unit employee so the Bargaining Unit employee can take appropriate measures to improve their job performance and/or address any deficiencies in their candidacy. The County shall again nominate that Public Defender III one year after the first nomination, provided that the candidate has continued to demonstrate the necessary qualities for promotion.

If the BOCC does not approve the second nomination for promotion to Senior Public Defender the BOCC shall advise the County of the specific reasons for the denial. These reasons shall be shared with the Bargaining Unit employee so the Bargaining Unit employee can take appropriate measures to improve their job performance and/or address any deficiencies in their candidacy.

A Public Defender III whose second nomination to Senior Public Defender is not approved by the BOCC shall be renominated by the County one year after the second nomination, provided that the candidate has continued to demonstrate the necessary qualities for promotion. The

Bargaining Unit employee shall be promoted to Senior Public Defender by the BOCC after this third nomination. Subsequent movement along this range would occur according to conventional County policy.

If a Bargaining Unit employee is not nominated for promotion to Senior Public Defender at their three-year anniversary of becoming a Public Defender III, the County shall meet with and inform the Bargaining Unit employee of the specific reasons for which they have not been nominated. The County shall inform the Bargaining Unit employee of specific areas of job performance in which they need to improve, and/or of the enumerated factors above that are impacting their nomination. This meeting shall be provided to the Bargaining Unit employee in a timely manner.

### **Senior Public Defender**

A Senior Public Defender shall be paid at range 35.



## Attachment B Wage Tables

### SKAGIT COUNTY 2025 SALARY STRUCTURE PUBLIC DEFENDER (AFSCME) - EXEMPT

DURATION (MONTHS)		12	12	12	12	12	12	12	12	12	Addit onal 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	\$39.13	\$40.48	\$41.91	\$43.37	\$44.89	\$46.47	\$48.11	\$49.79	\$51.53	\$52.05
	1/2 MONTHLY	\$3,391.00	\$3,508.22	\$3,631.84	\$3,758.70	\$3,890.43	\$4,027.69	\$4,169.52	\$4,315.20	\$4,466.07	\$4,510.72
	MONTHLY	\$6,782.00	\$7,016.44	\$7,263.68	\$7,517.40	\$7,780.86	\$8,055.38	\$8,339.04	\$8,630.40	\$8,932.14	\$9,021.44
	ANNUAL	\$81,384.00	\$84,197.28	\$87,164.16	\$90,208.80	\$93,370.32	\$96,664.56	\$100,068.48	\$103,564.80	\$107,185.68	\$108,257.28
29	HOURLY	\$41.91	\$43.37	\$44.89	\$46.47	\$48.11	\$49.79	\$51.53	\$53.32	\$55.18	\$55.73
	1/2 MONTHLY	\$3,631.84	\$3,758.70	\$3,890.43	\$4,027.69	\$4,169.52	\$4,315.20	\$4,466.07	\$4,620.74	\$4,782.09	\$4,829.93
	MONTHLY	\$7,263.68	\$7,517.40	\$7,780.86	\$8,055.38	\$8,339.04	\$8,630.40	\$8,932.14	\$9,241.48	\$9,564.18	\$9,659.86
	ANNUAL	\$87,164.16	\$90,208.80	\$93,370.32	\$96,664.56	\$100,068.48	\$103,564.80	\$107,185.68	\$110,897.76	\$114,770.16	\$115,918.32
30	HOURLY	\$44.89	\$46.47	\$48.11	\$49.79	\$51.53	\$53.32	\$55.18	\$57.11	\$59.11	\$59.70
	1/2 MONTHLY	\$3,890.43	\$4,027.69	\$4,169.52	\$4,315.20	\$4,466.07	\$4,620.74	\$4,782.09	\$4,949.61	\$5,123.21	\$5,174.42
	MONTHLY	\$7,780.86	\$8,055.38	\$8,339.04	\$8,630.40	\$8,932.14	\$9,241.48	\$9,564.18	\$9,899.22	\$10,246.42	\$10,348.84
	ANNUAL	\$93,370.32	\$96,664.56	\$100,068.48	\$103,564.80	\$107,185.68	\$110,897.76	\$114,770.16	\$118,790.64	\$122,957.04	\$124,186.08
31	HOURLY	\$48.11	\$49.79	\$51.53	\$53.32	\$55.18	\$57.11	\$59.11	\$61.19	\$63.34	\$63.97
	1/2 MONTHLY	\$4,169.52	\$4,315.20	\$4,466.07	\$4,620.74	\$4,782.09	\$4,949.61	\$5,123.21	\$5,302.83	\$5,489.40	\$5,544.30
	MONTHLY	\$8,339.04	\$8,630.40	\$8,932.14	\$9,241.48	\$9,564.18	\$9,899.22	\$10,246.42	\$10,605.66	\$10,978.80	\$11,088.60
	ANNUAL	\$100,068.48	\$103,564.80	\$107,185.68	\$110,897.76	\$114,770.16	\$118,790.64	\$122,957.04	\$127,267.92	\$131,745.60	\$133,063.20
32	HOURLY	\$51.53	\$53.32	\$55.18	\$57.11	\$59.11	\$61.19	\$63.34	\$65.57	\$67.86	\$68.53
	1/2 MONTHLY	\$4,466.07	\$4,620.74	\$4,782.09	\$4,949.61	\$5,123.21	\$5,302.83	\$5,489.40	\$5,683.15	\$5,880.82	\$5,939.60
	MONTHLY	\$8,932.14	\$9,241.48	\$9,564.18	\$9,899.22	\$10,246.42	\$10,605.66	\$10,978.80	\$11,366.30	\$11,761.64	\$11,879.20
	ANNUAL	\$107,185.68	\$110,897.76	\$114,770.16	\$118,790.64	\$122,957.04	\$127,267.92	\$131,745.60	\$136,395.60	\$141,139.68	\$142,550.40
33	HOURLY	\$55.18	\$57.11	\$59.11	\$61.19	\$63.34	\$65.57	\$67.86	\$70.23	\$72.70	\$73.42
	1/2 MONTHLY	\$4,782.09	\$4,949.61	\$5,123.21	\$5,302.83	\$5,489.40	\$5,683.15	\$5,880.82	\$6,086.75	\$6,300.31	\$6,363.31
	MONTHLY	\$9,564.18	\$9,899.22	\$10,246.42	\$10,605.66	\$10,978.80	\$11,366.30	\$11,761.64	\$12,173.50	\$12,600.62	\$12,726.62
	ANNUAL	\$114,770.16	\$118,790.64	\$122,957.04	\$127,267.92	\$131,745.60	\$136,395.60	\$141,139.68	\$146,082.00	\$151,207.44	\$152,719.44
34	HOURLY	\$59.11	\$61.19	\$63.34	\$65.57	\$67.86	\$70.23	\$72.70	\$75.25	\$77.88	\$78.66
	1/2 MONTHLY	\$5,123.21	\$5,302.83	\$5,489.40	\$5,683.15	\$5,880.82	\$6,086.75	\$6,300.31	\$6,521.57	\$6,749.58	\$6,817.07
	MONTHLY	\$10,246.42	\$10,605.66	\$10,978.80	\$11,366.30	\$11,761.64	\$12,173.50	\$12,600.62	\$13,043.14	\$13,499.16	\$13,634.14
	ANNUAL	\$122,957.04	\$127,267.92	\$131,745.60	\$136,395.60	\$141,139.68	\$146,082.00	\$151,207.44	\$156,517.68	\$161,989.92	\$163,609.68
35	HOURLY	\$63.34	\$65.57	\$67.86	\$70.23	\$72.70	\$75.25	\$77.88	\$80.63	\$83.45	\$84.28
	1/2 MONTHLY	\$5,489.40	\$5,683.15	\$5,880.82	\$6,086.75	\$6,300.31	\$6,521.57	\$6,749.58	\$6,987.50	\$7,232.08	\$7,304.39
	MONTHLY	\$10,978.80	\$11,366.30	\$11,761.64	\$12,173.50	\$12,600.62	\$13,043.14	\$13,499.16	\$13,975.00	\$14,464.16	\$14,608.78
	ANNUAL	\$131,745.60	\$136,395.60	\$141,139.68	\$146,082.00	\$151,207.44	\$156,517.68	\$161,989.92	\$167,700.00	\$173,569.92	\$175,305.36

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