

Memorandum of Understanding
By and Between
Thurston County
And
AFSCME/WSCCCE Locals 618-CO and 618-T

RE: Salary Placement Upon "Demotion"

Under the current collective bargaining agreement and personnel rules, a demotion is defined as movement to a classification with a lower maximum salary than the current classification. Upon demotion, salary placement is based on the highest step in the range assigned to the new classification that results in a reduction in pay.

Due to structural differences in the salary tables applicable to positions in the 618-CO versus 618-T bargaining units, there may not be a step in the new range that meets the current demotion salary assignment rule when the demotion is across bargaining unit lines. For example, Range 4 in 618-CO starts at step 1, \$3,299, and ends at step 10, \$4,388, per month. A Range 4 in 618-T starts at step 1, \$3,542 (higher than step 1 under 618-CO), and ends at step 6, \$4,207 (lower than step 10 under 618-CO), per month. As a result, employees at the lower end of Range 4 under 618-CO's structure who demote into a Range 4 position in 618-T may not have a step available in 618-T's Range 4 that meets the requirements of the current rule.

The purpose of this Memorandum of Understanding (MOU) is to address the situation created when an employee "demotes" from 618-CO to 618-T, but is at a lower salary on the 618-CO range than is available under the 618-T range.

Agreement:


1. Upon demotion, an employee will be placed in the highest step of the new range that results in a decrease in pay. However, in no case will an employee be placed in a salary lower than the lowest step assigned to the new classification. This rule will apply even if the result is a pay increase to the employee. Further, if, as a result of this rule, the employee's salary is increased, the employee's increment date will be reset to the date of the new salary assignment.
2. One employee was demoted before this MOU was established and, as a result, was placed in a salary lower than the range assigned to his new position. On a non-precedent setting basis, this will be remedied retroactive to the date of the demotion (October 2021) and the employee will be placed on Range 4, Step 1, of the 618-T salary table.
3. This Agreement will be incorporated into the successor to the 2019-2022 collective bargaining agreements with 618-CO and 618-T.

By their signatures below, the parties acknowledge their understanding and acceptance of this agreement, as of February 3, 2022:

For Thurston County:



Maria Aponte, Director
Human Resources



Debbie Brookman, Labor Relations
Human Resources

For AFSCME/WSCCCE:

Kris Asche, via email, 2/3/2022
Kris Asche, Chapter Chair
Local 618-T

Mary Kincy, via email, 2/3/2022
Mary Kincy, Chapter Chair
Local 618-CO