

**MEMORANDUM OF AGREEMENT**  
**Bilingual Differential**  
**AFSCME Non-Exempt & Exempt Units**

This Memorandum of Agreement is entered into between the County of Washington (hereafter "County") and American Federation of State, County and Municipal Employees, AFL-CIO, District Council No. 5. (hereafter "Union") representing employees in the Exempt Unit and Non-Exempt Units of AFSCME.

**WHEREAS**, the County and the Union are parties to a Collective Bargaining Agreement (CBA) effective from January 1, 2024 through December 31, 2025; and

**WHEREAS**, position(s) required by the Employer to communicate with the public in a recognized and approved language other than English (including Braille or American Sign Language (ASL)), on a recurring or specific basis shall be eligible for this differential.

**WHEREAS**, the position shall require the ability to speak or write a specific language in addition to English as either a minimum qualification or a preferred qualification and this shall be reflected on the position description. The required level of fluency is to be determined by the Employer, and the Employer may require certification in interpretation or translation, or in the use of Braille or ASL, as required by law or industry standards.

**NOW, THEREFORE** the County and the Union agree:

- 1) Additional language as a minimum requirement. For positions that require an additional language as an essential function of the position will receive a differential of fifty dollars (\$50.00) per bi-weekly pay period.
- 2) Additional language as a preferred requirement. For positions that do not require additional language skills, but list one or more specific languages as a preferred requirement, when an employee in the position meets that language requirement, language will be added to the employee's position description. The Appointing Authority will describe the employee's expectations for utilizing their additional language skill (translation, interpretation, or both), and whether the employee will be expected to perform additional language skills during specific functions, or on an as-needed basis.
- 3) Specific functions: If the additional language will be utilized only for time-specific events, like public meetings or specific translation projects, the position will be paid a differential of \$1 per hour for each hour performing those specific tasks, charged in .25 hour increments.
- 4) If the employee is transferred, demoted, or promoted, to another position in which the bilingual skill has not been designated, or identified as a business necessity, the differential will cease. The effective date for discontinuation of the bilingual differential will be the first day of the next pay period following the new assignment.
- 5) The Employer retains the right to contract out bilingual services as deemed necessary.
- 6) Decisions regarding the assignment of bilingual pay or the removal of bilingual pay are not grievable.

Pilot Agreement. Either party may terminate this Memorandum of Agreement with fourteen (14) days' notice to the other party. Termination of this Memorandum of Agreement is not subject to the grievance procedure. This agreement is in effect as a pilot project and will sunset on December 31, 2025, unless renewed by mutual agreement.

UNION

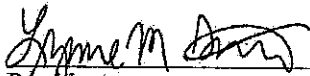
Business Agent

Date

WASHINGTON COUNTY

Human Resources Director

Date

  
President

5/1/24  
Date