

*COLLECTIVE BARGAINING*

*AGREEMENT*

*January, 2017 – December, 2019*

*BETWEEN*

*LOCAL 1504*

*OF THE*

*WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES*

*AND THE*

*AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO*



*AND*

*MASON COUNTY*



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Attachment A - Salary Schedule

Attachment B - Classification and Range Plan

## PREAMBLE

THIS AGREEMENT is made by and between the Board of Mason County Commissioners and Mason County Elected Officials (except Sheriff, Superior Court Judge, Coroner, and Prosecuting Attorney), hereinafter called the "Employer", and Mason County, Washington, Public Employees Local Union No. 1504 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its Council 2, the Washington State Council of County and City Employees, hereinafter called the "Union," for the purpose of setting salaries, benefits and conditions of employment of those employees for whom the Public Employment Relations Commission has certified the Union as the collective bargaining representative.

The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

## ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1.1 Bargaining Unit (Union) shall be Local 1504 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.

1.2 Employer shall mean the Board of Mason County Commissioners and Mason County Elected Officials as identified in the Preamble to this Agreement.

1.3 Employee shall mean a person occupying a position and paid a salary or wage by the Employer and who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.

1.4 Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.

1.5 Job classifications and salary steps are listed and categorized in Attachment A and B of this Agreement.

1.6 "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Elected Official / Department Head or designee.

1.7 Overtime shall mean all Employer-required work which has been performed in excess of forty hours per week, consistent with Article 6.4.

1.8 Promotions, Transfers and Demotions defined and distinguished:

- a. Promotion is a change of an employee from a job classification to a different job classification which is compensated at a higher salary range.
- b. Transfer is a change of an employee from a job classification to a different job classification which is compensated at the same salary range.
- c. Demotion is a change of an employee from a job classification to a different job classification which is compensated at a lower salary range.

1.9 Vacation shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.10 Working Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

## **ARTICLE 2 – RECOGNITION**

### **2.1 RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all employees within the Offices of the Auditor, Assessor, Treasurer, and County Clerk, the Division of Emergency Management and District Court.

Excluded are: appointed officials as pursuant to statute, employees represented by another bargaining unit, confidential employees, as certified by the Public Employment Relations Commission, Extra Help or Seasonal employees with a duration of less than 1040 hours within any 12 month period, the Chief Accountant, Elections Superintendent and Chief Deputy in the Auditor's Office, the Administrative Supervisor in the Treasurer's Office, the Chief Deputy and Chief Appraiser in the Assessor's Office, Chief Deputy in the Clerk's Office, and the District Court Administrator. In unusual circumstances the parties may agree to extend the 1040 hours threshold for Extra Help or Seasonal employees.

All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the Union and by the Board of Mason County Commissioners and the Elected Officials/Department Heads of the Offices and Departments named above.

### **2.2 NEW CLASSIFICATIONS**

When new Regular or Temporary positions are created within the Departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action prior to hire.

When existing classifications are substantially modified within the Departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within ten (10) working days of the date that the position is first posted / advertised or the proposed effective date of the action that would change the status of the classification.

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

### **ARTICLE 3 –UNION SECURITY**

#### **3.1 MEMBERSHIP**

Membership in AFSCME Local 1504 shall be a condition of employment with the Employer for all employees of the bargaining unit. All current bargaining unit employees who have been employed by the Employer for one (1) month or more shall immediately become and remain Union members in good standing. All new employees within the bargaining unit shall become and remain members in good standing by not less than one (1) month from their date of hire.

The Employer shall inform candidates for positions within the bargaining unit of the Union Security requirement.

Failure by an employee to abide by the above provisions shall constitute cause for discharge of such an employee; provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Employer with thirty (30) calendar days notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue.

#### **3.2 DUES DEDUCTION**

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. The Union shall be responsible for securing and delivering to the Auditor's Office the authorizations for payroll deductions of Union dues. The Auditor will calculate and deduct the amount of Union dues to be paid for each employee. Dues and service fee deductions shall not be modified more than once per year. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

If any employee does not have a check coming or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

The Union agrees that it will indemnify, defend and hold the Employer harmless from actions brought against the County arising out of application of this Article.

In accordance with RCW 41.56.122, employees covered by this Agreement who based on bona fide religious tenets or teachings of a church or religious body of which they are a member have the right of non-association, shall contribute an amount equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

The Employer further recognizes that employees may, at their discretion, pay a service fee in lieu of Union membership dues, consistent with law. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

### **3.3 BARGAINING UNIT ROSTER**

The Auditor's Office will provide the Union with a list of all employees within the bargaining unit on an annual basis. The Auditor will also provide to the Union President/Shop Steward the name and other pertinent information regarding new hires.

The Union agrees to supply Human Resources with current lists of Officers and stewards. The Employer will recognize the Officers and stewards as soon as the list is received, in writing, by Human Resources.

### **3.4 NONDISCRIMINATION – UNION ACTIVITY**

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an Officer in the Union or serving on a Union committee.

## **ARTICLE 4 – UNION / EMPLOYER RELATIONS**

### **4.1 UNION ACCESS**

Employees shall have the right to Union representation. The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

### **4.2 FACILITY USE**

The conduct of Union business on Employer time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or Officer shall use Employer's equipment in the conduct of Union business.

The Union shall be permitted to use designated premises of the Employer for Union meetings, with or without Union staff present, provided it is not disruptive to operations and space is available. Use of Employer's premises for meetings shall be limited to the hours of 5pm to 8am and 12pm to 1pm, unless otherwise approved by the Employer.

### **4.3 STEWARDS**

The Union may designate one (1) Steward for each County Department, not to exceed seven (7) Stewards and one (1) Chief Steward. Stewards shall be allowed reasonable time during working



hours to investigate and process grievances. Prior to undertaking such grievance duties, the Steward shall inform his/her supervisor of the need to be away from his/her work. The Elected Official/Department Head shall grant the Steward's request unless the Steward cannot be spared at that particular time. If such is the case, then the Elected Official/Department Head shall allow the Steward time to perform his/her Steward duties at the earliest possible time.

The Union shall provide the Human Resources Department with a current list of all Stewards and Officers. With notice to the Employer, Stewards and/or the Officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4.

Union activities other than those provided for in this Article are to be conducted on the employee's own time; e.g. lunch or coffee breaks, before or after work. Employees shall attend Union meetings on their own time.

#### **4.4 ORIENTATION**

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

#### **4.5 BULLETIN BOARDS**

The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be signed by an Officer of the Union. Union will limit the posting of any material on the Employers' premises to its bulletin board.

#### **4.6 CONTRACT DISTRIBUTION**

The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

#### **4.7 NEGOTIATIONS RELEASE TIME**

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

#### **4.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance, stewards or Officers provide notice to their and the grievant's supervisor, which will be granted unless the steward, Officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or Officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the steward's Department Director or Human Resources.

#### **4.9 UNION BUSINESS**

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a

duly authorized Officer of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the Officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union Officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

The Union and the Employer have the right to communicate on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all respective stakeholders are notified and copied appropriately. The parties agree to respond to written and e-mail correspondence and telephonic messages as soon as reasonably possible.

## **ARTICLE 5 – EMPLOYMENT**

### **5.1 PROBATIONARY PERIODS**

All newly hired employees will be placed on probationary status for a period of six (6) calendar months from date of hire. New employees with prior related experience may be placed at a step in the salary range equivalent to one step for each two years of experience, up to a maximum of three steps.

The Employer may discharge a probationary employee with a minimum of one (1) day written notice. A probationary employee does not have the right to grieve termination of his or her employment during the probationary period.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision and/or the length of the extension period within fourteen (14) calendar days of the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

### **5.2 TYPES OF EMPLOYMENT**

#### **5.2.1 REGULAR FULL-TIME EMPLOYEES:**

A regular full time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time employees are eligible to receive the standard benefit package.

### **5.2.2 REGULAR PART-TIME EMPLOYEES:**

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked. Medical benefits are consistent with Article 15.1.

### **5.2.3 TEMPORARY EMPLOYEES:**

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked. Medical benefits are consistent with Article 15.1 if Part-Time Temporary.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days' notice from the Employer or 30 calendar days' notice from the employee, whichever is earlier. The regular employee shall continue to earn seniority as to their former position during the period of the temporary position assignment. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

### **5.2.4 EXTRA HELP / ON-CALL EMPLOYEES:**

An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

### **5.2.5 SEASONAL EMPLOYEES:**

A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.

## **5.3 CONTRACTORS**

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do

bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

Should the Employer consider Subcontracting, the parties shall meet to allow the Union an opportunity to review the County's financial reasons for considering subcontracting and to present any alternative means of cost-savings besides subcontracting for the County to consider. Although the County has the final decision on whether to subcontract, that decision must be based on economic response after considering alternatives presented by the Union. If the County determines that subcontracting is necessary, the County shall negotiate with the Union the effects of subcontracting upon members of the bargaining unit.

#### **5.4 STUDENTS / INTERNS**

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

### **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

#### **6.1 WORKDAY / WORKWEEK**

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

#### **6.2 WORK SCHEDULES**

For regular full-time employees, the workweek shall normally consist of forty (40) hours of time scheduled within a seven (7) consecutive day period. Work hours for full-time employees covered by this Agreement shall normally be 8:00 a.m. to 5:00 p.m., unless a County Office or Department establishes an alternate work schedule as described below

- A. The regular workweek shall normally consist of five (5) consecutive workdays, Monday through Friday.
- B. The County may modify the regular workweek to support special purposes at specified periods of time (for instance, elections, April/October tax receipt collections, and annual property revaluations), provided employees receive at least five (5) working days' notice of the schedule change.
- C. If the Employer makes a non-emergency change in the employee's work schedule, the employee shall be given at least ten (10) working days' notice prior to the new schedule going into effect.
- D. Hours shall be extended outside of normal business hours as necessary to allow for the uninterrupted and efficient operation of District and Superior Court as determined by the sitting judge.

**Flex Time:** An earlier or later starting time may be adopted for any or all employees. Such starting time shall be mutually agreeable with the Department Head/Elected Official and the employees and

shall not result in the application of the overtime provision, but shall be paid at the regular rate for an eight-hour work day.

Alternate Work Schedule: Workweeks and work shifts of different numbers of hours and/or workdays may be established by the Elected Official/Department Head in order to meet business and customer service needs, or in response to budgetary demands. Employees may be assigned to an alternate work schedule with five (5) working days' notice from the Elected Official/Department Head. Employees may request an alternate work schedule, which is subject to approval by the Elected Official/Department Head.

### **6.3 REST / MEAL BREAKS**

Employees will be allowed up to a one (1) hour unpaid lunch period as approved and scheduled by the Elected Official/Department Head. Employees may take one (1) fifteen-minute break for every four (4) hours worked. Breaks should be arranged so that they do not interfere with County business or service to the public. Lunch periods and breaks shall not be combined and they may not be used to shorten an employee's workday.

### **6.4 OVERTIME**

Any employee who works or more than forty (40) hours in a workweek shall be paid one and one-half (1 1/2) times their straight-time hourly rate for all such overtime hours worked. Upon a request to work beyond the regular workday, by mutual agreement, the parties may agree upon an adjusted work-week for that specific workweek, for purposes of employee convenience and to avoid overtime.

Time compensated shall be considered as time worked for purposes of this Article. Overtime shall be compensated for and accounted for in six (6) minute increments (i.e. to the nearest one-tenth of the hour).

Any work required on a weekend (Saturday and/or Sunday) or holiday shall be paid at double the straight-time hourly rate for all such hours worked, except Departments which require a five (5) day week including a Saturday as a normal work day, i.e. Tuesday through Saturday.

Any employee requesting to work overtime on a Saturday in lieu of working overtime during the regular workweek shall do so at the time and one-half (1 & 1/2) rate. The employee shall make the request in writing. If the requested overtime is approved, the Elected Official/Department Head may respond orally. If denied, the Elected Official/Department Head shall respond in writing.

### **6.5 COMPENSATORY TIME**

The Elected Official/Department Head may authorize compensatory time in lieu of overtime compensation and, if so, the employee shall receive compensatory time at the time-and-one-half (1 1/2) rate. Employees hired before January 1, 2011, may accrue up to two hundred forty (240) hours of compensatory time. All compensatory time after the limit of two hundred forty (240) hours is reached shall be paid at time and one-half, or used by the employee as time off. Employees hired on or after January 1, 2011, shall be permitted to accrue up to eighty (80) hours of compensatory time. The scheduling of compensatory time off shall be requested and approved in the same manner as vacation leave.

Compensation shall not be paid (nor compensatory time earned) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated

or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay.

Unless there are bonafide work requirements, authorized overtime work opportunities shall be distributed as equally as possible, in inverse order of seniority within job classifications. Employees may decline voluntary overtime opportunities.

## **ARTICLE 7 – EMPLOYMENT PRACTICES**

### **7.1 NONDISCRIMINATION**

Mindful of their legal and moral obligations, the parties agree that in their service to the public they will provide equal treatment and respect for all including the public, as well as the parties to this Agreement. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, creed, national origin, physical handicaps, physical characteristics, sexual orientation, sex, age, place of residence and marital or family status as long as the employee is capable of meeting the job requirements.

Disputes involving this Article may be processed through an appropriate agency and/or the grievance procedure; however, use of the grievance procedure is encouraged prior to the initiation of any other official action involving such a dispute when the action is originated by the Union or members thereof.

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

### **7.2 JOB POSTING**

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources Department for a period of no less than seven (7) calendar days before the position is filled. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the Department to whom the position will report and the application process. Union positions will be identified as such.

The Elected Official or Department Head having the vacancy or new position which constitutes a promotion will limit applications to bargaining unit employees of the affected Office or Department. Employees on layoff and still on recall status from the affected Office or Department may apply at the same time as active employees. The notice of such vacancy shall be posted for seven (7) calendar days.

If the position is not filled it shall be posted again with applications limited to existing bargaining unit employees, if qualified. Employees on layoff and still on recall status from a bargaining unit Office or Department may apply at the same time as active employees. If a person on a recall list is selected and takes the position, their name shall be removed from the recall list. The notice of such vacancy shall be provided to the Union steward and be posted in a space made permanently available, without obstruction, on each County employee Department bulletin board in each bargaining unit Department. The notice shall be posted for seven (7) calendar days. The Elected Official or Department Head may elect to post the promotional opportunity in his/her Office and bargaining unit wide concurrently. If that occurs he/she shall consider applicants from the Office before considering applicants from other Offices.

Qualified employees must apply for the posted position within the seven (7) calendar day posting period in order to be considered. "Qualified" shall mean that the employee meets the qualifications for the position as stated on the job description and has received a satisfactory rating in all areas of the latest annual evaluation.

It is the Employer's interest to fill positions with the most qualified individuals who apply. While qualified employees within the bargaining unit shall be given first consideration for a position, the Employer may consider outside applicants if two or less qualified bargaining unit employees apply.

### **7.3 PROMOTIONS**

Promotions, Transfers and Demotions defined - As used in this Article the following terms mean:

- A) Promotion is a change of an employee from a job classification to a different job classification which is compensated at a higher salary range.
- B) Transfer is a change of an employee from a job classification to a different job classification which is compensated at the same salary range.
- C) Demotion is a change of an employee from a job classification to a different job classification which is compensated at a lower salary range.

Employees who promote, transfer or voluntarily demote to another job classification within their Office or Department shall serve a six (6) month trial service period in their new position.

Employees may elect to revert to their previous job classification and position within thirty (30) calendar days of the effective date of the promotion, transfer or voluntary demotion. After this time, if an employee fails to successfully complete the trial service period in the new job classification, the employee may be returned to their previous position if it has not been either abolished or filled. If the position was abolished or filled, such employee will be laid off and eligible for recall in accordance with Article XVI, except that the employee may not bump another employee. Employees on trial service shall be paid the appropriate established salary for that position; and, if reverted, will return to their previous salary (including any adjustments due; e.g. salary increase, step increase, etc).

Employees who promote, transfer or voluntarily demote to a job classification outside of an Office or Department shall serve a six (6) month trial service period in their new position. If they fail to obtain Regular status in the new position the employee may not return to their previous position, unless the employee chooses to revert back within thirty (30) calendar days. In that case, the employee will be returned to the same or similar classification and pay as held prior to promotion or transfer (including any adjustment due, e.g., salary increases, step increases, etc.).

When an employee is promoted they will be placed on the step and range on the salary plan that gives them at least a five percent (5%) wage increase. Step increases from that date will depend on where the employee is placed.

When an employee is transferred, they shall retain their step placement and their step date.

When an employee voluntarily accepts a lower classification within the bargaining unit he/she shall be placed on the same step in the new range (Example: 16 Step 5 to 14 Step 5).

Promotions for Appraisal Technician series require a three (3) year employment with Mason County and other job related requirements as outlined on the job description to be eligible to move to the

senior position. Judicial Support Specialist must meet qualifications as outlined in the job description to move to the next Salary Range.

#### **7.4 PERSONNEL FILE / POLICIES**

Unless otherwise provided by the terms of this Agreement, the Employer Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to Employer policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between Employer policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

The official personnel file for each employee shall be clearly identified as such and the Human Resources Department shall be the custodian of such files. The files shall be locked, and access shall be limited to the employee's Elected Official/Department Head or anyone designated by the Employer to act on their behalf, and staff in the Human Resources Department. An employee may examine his/her own personnel file during work hours by making an appointment with Human Resources. Representatives of the employee may be granted access with the written authorization of the employee, except as authorized by law.

Conditions of hiring, termination change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this Article pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

Medical files shall be kept separate and confidential in accordance with state and federal law.

#### **7.5 EVALUATIONS**

The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their Department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.



Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

#### **7.6 DISCIPLINE / CORRECTIVE ACTION**

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not

reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

7.6.1 That the Employer did forewarn employee of possible consequences of conduct;

7.6.2 That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;

7.6.3 That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;

7.6.4 That the Employer conducted its investigation objectively;

7.6.5 That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

7.6.6 That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

7.6.7 That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

## **ARTICLE 8 – SENIORITY**

### **8.1 DEFINITIONS**

Office / Department Seniority: the service time spent in each individual Elected Official's Office or Department within the bargaining unit.

Employer / County Seniority: the total unbroken services with Mason County. An employee's County seniority shall be established as the initial date of hire, upon completion of the original six (6) month probationary period.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Seniority shall be established upon appointment to a regular full-time or part-time, budgeted position within the bargaining unit. No seniority shall be established while an employee is employed in Seasonal or Extra Help/On-Call position. Time in service in a Temporary position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for Office / Department Seniority from the original date of hire into that classification.

The appointment date shall be adjusted for leaves of absence without pay, except when such leaves are the result of federal or state legally protected leaves.

#### Other Definitions:

##### 8.1.1 Application of Seniority

How an employee's years of continuous service are utilized to determine their respective rights in regard to postings, promotions, reassignment, transfer, layoff, or recall.

##### 8.1.2 Continuous Service

Means uninterrupted employment with the Employer subject to the following provisions:

1. Continuous calendar-based service shall include uninterrupted employment.
2. Continuous service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment.

##### 8.1.3 Layoff

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in a classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected Office or Department.

##### 8.1.4 Affected Group / Employees

An Affected Group would be any job classification that is subject to a layoff. An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result.

##### 8.1.5 Layoff Alternatives

A number of alternatives exist for affected employees including:

1. Assume a vacant position - per Article 8.13.1
2. Bump - displacing a less senior employee
3. Recall - accepting unemployment and the option of future recall

##### 8.1.6 Bumping

The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

## **8.2 APPLICATION OF SENIORITY**

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

For purpose of promotions and/or layoffs from within an Office or Department, seniority shall mean that time spent in each individual Elected Official's Office or Department within the bargaining unit.

For all other purposes, seniority means total unbroken services with Mason County. B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

### **8.2.1 Postings / promotions**

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with such posting or promotion being consistent with Article 7 and this Article. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the Department.

### **8.2.2 Layoffs**

Total Office / Department Seniority shall determine who is to be laid off within the selected classification (affected group) and within the Office or Department. The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same Office / Department Seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

### **8.2.3 Bumping**

As to bumping, the employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

### **8.2.4 Recall**

Seniority shall be determinative in the identification of which employee is to be recalled, when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.

## **8.3 PROBATIONARY PERIOD**

Upon successful completion of the probationary period, the Employer seniority of the Regular employee shall be established as the initial date of hire including the service during the probationary period. Department seniority shall then be based on continuous service with the Department.

#### **8.4 LOSS OF SENIORITY**

Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on lay-off status retain the seniority they had at time of lay-off for fourteen (14) months from date of layoff.

An employee, therefore, will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months.

8.4.5 Failure to respond to two offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

#### **8.5 LAYOFFS**

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

Total Office / Department Seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by Office or Department seniority, consistent with Article 8.2.

Layoff process:

- A. The Employer may reduce the work force because of lack of work, lack of funds, or workflow reorganization.
- B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies).
- C. If normal attrition is not feasible, then the Elected Official or Department Head shall determine which position(s) will be eliminated. The least senior employee(s) in the affected job classification(s) within the affected Office or Department shall be laid off.

Before laying off any regular employee, all temporary and probationary employees within the same Office or Department shall be laid off first, provided there is a regular employee qualified to do the work of the position.

#### **8.6 NOTICE**

Employees scheduled for layoff shall be given at least fourteen (14) calendar days' written notice of the layoff.

#### **8.7 MEETING WITH UNION**

The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Union's request, the Employer and the Union shall meet promptly during the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

#### **8.8 AFFECTED GROUP**

The following procedure shall apply to any layoff:

##### **8.8.1 Affected employees**

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)".

The least senior employee, by Office or Department seniority, within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where Office or Department seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Classification seniority will control. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

##### **8.8.2 Volunteers**

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

#### **8.8.3 Probationary Employees**

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

### **8.9 VACANT POSITIONS**

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the Department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.1. Within other Departments affected employees will be given consideration for vacant positions for which they are qualified.

### **8.10 SENIORITY LIST**

The Employer shall update the seniority list and provide it to the Union annually or upon request, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected Department.

### **8.11 ORDER OF LAYOFF**

The least senior employee (by Office / Department Seniority) within the affected job classification and affected Department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the Department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

### **8.12 COMPARABLE EMPLOYMENT**

For purposes of this Article, "comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

### **8.13 LAYOFF OPTIONS**

Affected employees who have completed their probationary period shall have the following options:

#### **8.13.1 Assume a Vacant Position**

On a bargaining unit seniority basis, to assume a vacant position in the same Department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and

provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

### 8.13.2 Bump

Employees scheduled for layoff may bump into another employee's position within their Office or Department in lieu of being laid off, if all of the following conditions are met:

- 1) They have more seniority than the employee they will bump;
- 2) The job classification they are bumping to is paid on a salary range that is equal to or less than the salary range of their job classification; and
- 3) They previously held status in that job classification or they are determined by the employer to be qualified and competent to perform the job within thirty (30) calendar days.

Under no circumstances shall an employee's exercise of his/her bumping right result in a greater benefit to the employee than previously held (e.g. a promotion or increase to full-time if previously part-time).

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their Department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification.

Regular Employees faced with a reduction of hours shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

### 8.13.3 Recall

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.



Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the Employer.

#### **8.14 REDUCTION HOURS / FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

#### **8.15 RECALL**

Any Regular employee who is laid off shall have his/her name placed on a recall list within each respective Office or Department for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held Regular status. The employee's name shall remain on the recall list(s) for a period of fourteen (14) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff. Employees who were laid off shall be considered for other positions in their Office or Department and/or within the bargaining unit in accordance with Article XIII.

It shall be the responsibility of each person on a recall list to keep the County informed of his/her current address and telephone number. The layoff letter to the employee shall advise him/her of their recall rights and of the name and address of the person in County government to whom the employee must send notice of their current address or any subsequent changes. The County shall have the right to remove the name of any person on the recall list if there is no response within fourteen (14) calendar days after the County has mailed a certified letter (return receipt request) to the person's last known address.

If an employee on recall accepts an opportunity to return to work in a lower classification than the one laid off from, the employee's name may remain on the recall list for their previous higher classification for the balance of the fourteen (14) months, and shall be given an opportunity to accept such a position if it should become available. If an employee is recalled to return to the same classification from which he/she was laid off, and refuses the offer to return, his/her name shall be removed from the recall list and further return rights shall be forfeited.

Employees recalled to their former classification within fourteen (14) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within fourteen (14) months to the same or another job classification, Office or Department shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff); shall accrue annual leave at the same accrual rate in effect as of the date of layoff; and the number of years of continuous County service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their Department, until all qualified employees holding recall rights to that affected classification have been offered recall.

A copy of the recall list shall be provided to the Union, upon request.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority original as a result of layoff for a period of up to fourteen (14) months, per Article 8.4.4; provided, however, that no benefits nor seniority shall be accrued during the period of layoff.

#### **8.16 VACATION & LEAVE CASH OUTS / PAY**

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list and the employee did not receive a sick leave cash-out per Article 13.1. No sick leave shall accrue during the period of layoff.

If a person on the recall list is employed in a temporary position, only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

#### **8.17 UNEMPLOYMENT CLAIMS**

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

### **ARTICLE 9 – WAGES**

#### **9.1 WAGE SCHEDULE.**

Effective upon the signing of this Agreement through December 31, 2019, each employee shall have his/her base wage increased 2% in each year 2017, 2018 and 2019 as set forth in Attachments A and B and as adjusted by sections A,B, C and D if applicable:

A. Effective January 1, 2017 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

B. Effective January 1, 2018 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

C. Effective January 1, 2019 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

D. Any additional economic consideration offered to employees of Mason County represented by a union and in effect as of 2/21/17 will trigger a “me too” provision for the members of AFSCME 1504, thereby granting said members the same economic considerations.

Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

Each move within a range is determined by the employee's anniversary date. The anniversary date is the day the employee started work within a range. Upon promotion of an employee placing him/her in a higher range, the date of the promotion becomes the anniversary date that determines future step increases within that range. The employee's actual date of hire with Mason County will always remain the same (regardless of promotion) for purposes of vacation leave, sick leave, and retirement.

A reclassification is a change in the allocation of a position from its current job classification to a different job classification. Reclassification will be considered when an employee has been permanently assigned to perform the primary functions of a different job classification or has been permanently assigned significantly different duties which may warrant establishing a new job classification.

An employee may request reclassification by submitting a written request, which includes a justification, to their Elected Official or Department Head. The Elected Official or Department Head shall respond to the employee in writing within thirty (30) working days.

An Elected Official/Department Head may request reclassification of a position by submitting a written request with justification to the Human Resources Director. The Human Resources Director shall respond to the request in writing within thirty (30) working days of receipt of the request. If approved or denied by the Human Resources Director, the request may then be submitted to the Board of County Commissioners, with written justification from the Elected Official/Department Head for their review. The Board of County Commissioners shall respond to the request in writing within thirty (30) working days of their receipt of the request. If approved, the reclassification shall be effective as of the date of the written request for reclassification. If the Board denies the request, the matter is closed.

Step placement of an employee who has been reclassified shall be the same as if the employee had been promoted, transferred, or demoted, whichever is applicable.

Job descriptions will be on file in each individual Department/Office within the Bargaining Unit and at the Union Office.

## **9.2 HIRE-IN RATES**

New regular employees shall normally be placed at Step 1 of the appropriate salary range or placed consistent with current personnel rules.

## **9.3 SHIFT DIFFERENTIAL**

Shift differential is not applicable to this bargaining unit.

## ARTICLE 10 – OTHER COMPENSATION

### **10.1 STANDBY / DUTY OFFICER STIPEND**

Employees whose duties require them to serve as a 24/7 point of contact for after business hours and weekends (duty officer) shall be paid a stipend of \$100 (one hundred) dollars per week of duty. The \$100 will be adjusted for any pre-approved periods of time not available for standby duty during that workweek. The employee may be paid overtime (or offered comp time) for such hours as work is actually performed in the event of an incident, provided such hours worked are consistent with the requirements of Article 6.4 and results in more than forty (40) hours in a workweek which shall be paid one and one-half (1 1/2) times their straight-time hourly rate or any work required on a weekend (Saturday and/or Sunday) or a holiday shall be paid at double the straight-time hourly rate for all such hours worked.

### **10.2 CALL-BACK PAY**

All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding. Pursuant to provisions of RCW 38.52 concerning Emergency Management, and Mason County Code 2.19.050, the County may utilize personnel of any County Department or agency in a declared disaster.

Full-time employees who are called back to work after leaving the job site (and not adjacent to the next regularly scheduled shift), shall receive a minimum of two (2) hours' pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate. After working the call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry out the duties of the position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

This provision shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.

### **10.3 WORK IN A HIGHER CLASSIFICATION**

No employee shall be reduced in salary or benefits because of being assigned by the Employer to perform the work of a lower classification, except in the situation of lay off.

A supervisor may assign an employee to perform the primary duties of a higher classification, when those duties are not part of the employee's current job classification, for the purpose of:

- A. Providing work coverage during an authorized vacation period;
- B. Providing work coverage during an authorized sick leave;
- C. Providing work coverage for an authorized leave of absence; or
- D. Providing work coverage for a currently vacant position.

If the employee is scheduled to work in the higher job classification for a minimum of three (3) consecutive workdays, the employee shall be paid on the step of the salary range for the higher classification that provides at least a five percent (5%) increase.

**10.4 MILEAGE REIMBURSEMENT**

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

**10.5 LONGEVITY**

The County shall provide additional monthly compensation above each eligible, regular full-time employee's base salary to recognize continuous length of service as a County employee. Eligible, regular part-time employees shall receive a pro-rated longevity benefit in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment. The longevity benefit will be implemented in accordance with the following schedule:

- Beginning of 11<sup>th</sup> year of County service = 1.5% of base pay.
- Beginning of 16<sup>th</sup> year of County service = 3.0% of base pay.
- Beginning of 21<sup>st</sup> year of County service = 4.5% of base pay.
- Beginning of 26<sup>th</sup> year of County service = 6.0% of base pay.

**10.6 BILINGUAL PAY**

Eligible employees that possess bilingual fluency in a County-approved non-English language, and who use their bilingual skills in the performance of official duties, shall receive bilingual incentive pay as indicated herein:

\$ 75.00 per month for Bilingual Language Fluency

Eligibility requirements:

- (A) - The County shall determine if bilingual pay shall be utilized, the language(s) that bilingual is payable for and the number of employee's eligible for bilingual pay.
- (B) - Bilingual language fluency eligible employees are those who have taken and passed a language fluency test from an accredited institution and/or employees who have self-identified bilingual fluency that has been demonstrated on the job.

**10.7 EDUCATION PAY**

In order to qualify, individuals must receive their degree from a nationally or regionally accredited institution, approved by their Elected Official or Department Head and have a degree or transcripts submitted to Human Resources.

Two (2) year Associate Degree	\$60.00 per month
Four (4) year Baccalaureate Degree/Master's Degree	\$85.00 per month

**ARTICLE 11 - HOLIDAYS**

**11.1 HOLIDAYS**

The following annual paid holidays are recognized for all employees:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Day  
(2) Floating Holidays

Employees must receive written approval at least one week in advance of the date(s) in which they desire to utilize their floating holiday. All requests to use a floating holiday must be made no later than the last working day of November. Floating holiday(s) not used by the end of the calendar year will be forfeited, unless denied on the basis of the staffing needs of the Office or Department. Except by mutual agreement, floating holidays shall be used in whole day increments.

### **11.2 RELIGIOUS HOLIDAYS**

Employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

### **11.3 HOLIDAY OBSERVANCE**

When a recognized holiday falls on a Saturday, the proceeding Friday shall be considered the holiday. When a recognized holiday falls on a Sunday, the following Monday shall be considered the holiday.

For those employees on a 4/10 work schedule or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer within the same workweek.

### **11.4 HOLIDAY ON DAY OFF**

Benefitted employees shall receive eight (8) hours' holiday benefit pay and time-off for each holiday listed in Article 11.1 – Holidays.

### **11.5 HOLIDAY COMPENSATION**

Benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule. Part-time employees will receive a paid holiday in proportion to the number of hours they ordinarily would be scheduled to work (not to exceed eight (8) hours) on that day.

Should any work be performed by an employee on a holiday at the approval and/or direction of their supervisor they shall be paid for time worked and overtime may result if, consistent with Article 6.4, it results in over forty (40) hours worked for the workweek. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

## **ARTICLE 12 – VACATION**

### **12.1 VACATION ACCRUAL**

Regular and Temporary full-time employees shall accrue paid vacation leave as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
First through third	96 hours

Fourth through seventh	120 hours
Eighth through ninth	144 hours
Tenth through eleventh	160 hours
Twelfth through fourteenth	176 hours
Fifteenth through sixteenth	184 hours
Seventeenth through nineteenth	192 hours
Twenty or more	200 hours

Regular and Temporary part-time employees shall accrue vacation leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment, plus they must also meet the qualification for PERS participation to have vacation leave accrual apply.

The first day of the month of hire shall be the effective date of subsequent increases in the vacation leave accrual rate for employees hired between the first and the fifteenth of the month. The first day of the month following the month of hire shall be the effective date of subsequent increases in the vacation leave accrual for employees hired between the sixteenth and the last day of the month.

With the exception of promoted employees, vacation leave accrued within the first six (6) months of employment cannot be utilized by an employee until they have successfully completed their initial appointment probationary requirements. An employee whose employment with Mason County terminates within the six (6) month probationary period shall not be paid for any vacation leave accrued during the probationary period.

For Regular and Temporary full-time or Regular and Temporary part-time employees, the maximum amount of vacation leave that may be accrued at any point in time is four hundred (400) hours. No vacation leave accrued will be added to an employee's vacation leave benefit when the maximum accrual has been attained, except that the four hundred (400) hours maximum may be exceeded in any given month with prior written approval of the Elected Official or Department Head.

Whereas the Union and the Employer recognizes the importance of employees utilizing earned vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use vacation leave during the year in which it is earned.

## **12.2 VACATION SCHEDULING**

Upon completion of six (6) months' continuous service in a Regular and Temporary position, an employee shall be eligible for paid vacation. An employee's request for vacation leave will be granted, provided that prior approval is given by the employer and provided that leave requested does not prevent a Department or division thereof from providing efficient public service.

Vacation leave approval will be on the basis of meeting the workload requirements of the Mason County service schedule where the employee is employed.

All requests to use vacation leave shall be submitted in writing. When an employee desires to use five (5) or more consecutive vacation leave days he/she must submit a leave request at least fifteen (15) calendar days in advance of the time off requested. Failure to request leave at least fifteen (15) calendar days in advance may be cause for the denial of the requested leave. The Employer will respond to leave requests within ten (10) calendar days of receipt; except that leave requests submitted more than sixty (60) calendar days in advance of the time off requested shall be considered on a case-by-case basis.

Regular and Temporary full-time employees must work or be in a paid status at least eighty (80) hours in a month in order to accrue vacation leave for the month. Regular and Temporary part-time employees must work or be in a paid status at least in the same proportion to the eighty (80) hours as their regular hours are to full-time employment to accrue vacation leave for that month.

If an approved holiday occurs within the approved vacation leave period, such day shall be charged as holiday leave rather than vacation leave.

Employees shall have the option of using compensatory time or vacation leave for approved paid time off.

### **12.3 VACATION PAY**

Vacation leave days shall be the same as the regular workday schedule for the Department wherein the employee is employed. Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

### **12.4 VACATION UPON TERMINATION**

Upon separation of a Regular and Temporary full-time or Regular and Temporary part-time employee by resignation (with ten (10) working days' notice), retirement, layoff, dismissal or death, the employee or beneficiary thereof, shall be paid for unused vacation leave at the employee's rate of pay at the time of separation, provided that no employee may cash out more than four hundred (400) hours of vacation leave.

Employees shall provide at least ten (10) working days written notice of their effective resignation date. The time limit of the resignation may be waived at the discretion of the Director. Pay in lieu of unused vacation shall be forfeited if ten (10) working days written notice is not provided or waived.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Sick leave shall be accumulated for all Regular and Temporary full-time employees at the rate of eight (8) hours per month for each month of employment.

Regular and Temporary full-time employees must work or be in a paid status at least eighty (80) hours in a month to accrue sick leave for the month. Regular and Temporary part-time employees must work or be in a paid status at least in the same proportion to the eighty (80) hours as their regular hours are to full-time employment to accrue sick leave for that month.

Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

Employees hired before January 1, 2011, shall receive payment for unused sick leave upon termination of employment with fifteen (15) years of continuous County service; or upon termination of employment with Mason County when the termination is contemporaneous with retirement under



an appropriate Washington State Public Employees Retirement System; or upon the death of the employee, in which case payment shall be made to his/her estate. Employees hired on or after January 1, 2011, shall not be eligible (nor their estate) to receive any cash out of their accrued sick leave upon separation from County service.

### **13.2 SICK LEAVE USAGE**

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. Sick leave shall be considered as a type of insurance and not as a benefit. Abuse of sick leave shall be grounds for disciplinary action. An Elected Official/ Department Head may require an employee to provide a written notice from the employee's health care provider when a pattern of excessive absence and/or sick leave abuse is indicated.

Employees may use accrued sick leave for their own illness, injury, pregnancy and/or childbirth, medical and dental appointments and prescribed treatment associated therefrom. Sick leave may be used for the care of immediate family members who have a health condition that requires treatment or supervision and to take immediate family members to medical and dental appointments. However, two (2) workdays' advance notice is required when the medical/dental appointment is not due to an emergency condition and the immediate family member is other than the employee's child.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Elected Official / Department Head or designee.

When an employee's sick leave necessitates more than three (3) consecutive days of leave from work, the employee may be requested to provide the Elected Official/Department Head written verification that he/she has been under the care of a medical doctor, or other bona fide practitioner.

### **13.3 SHARED LEAVE**

The Employer may permit an employee to receive donation of vacation, sick or comp time consistent with the then current Shared Leave policy.

### **13.4 COORDINATION - WORKER'S COMPENSATION**

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment. The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

### **13.5 FAMILY MEMBER**

Sick leave may be utilized as referenced above in this article for immediate family requiring the employee's attendance.

## ARTICLE 14 – LEAVES OF ABSENCE

### **14.1 IN GENERAL**

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the following pay period in which it is earned (no “negative” leave use during the period in which it is earned).

### **14.2 JURY DUTY / COURT**

An employee, who is required to serve on a jury or as a result of official Employer duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

### **14.3 MILITARY LEAVE**

All Regular and Temporary employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

### **14.4 BEREAVEMENT**

Employees will be provided up to three (3) days of paid bereavement leave in the event of the death of an immediate family member. A day of bereavement leave shall be in accordance with the employee’s regularly scheduled workday. Immediate family includes only persons related by blood or marriage or legal adoption. For purposes of this Bereavement Article these individuals are: wife, husband, parent, grandparent, brother, sister, child or grandchild, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, nieces, nephews, cousins, aunts, and uncles of the employee. Funeral leave will not be deducted from the accrued sick/vacation time. Upon request, two (2) days of accrued sick leave shall be granted. Additional time off may be requested and charged to compensatory time, floating holiday or vacation leave, as approved by the Elected Official/Department Head.

### **14.5 MAINTENANCE OF SENIORITY**

The Employer shall adjust the employee’s anniversary date to reflect any period of unpaid leave. Seniority shall continue to accrue and the employee’s anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

### **14.6 LEAVE WITHOUT PAY**

An employee may request a leave of absence without pay for up to a period of (1) year to accommodate recovery from a long-term illness or injury. Other leave of absence requests are limited to six (6) months.

If a medical leave of absence without pay is granted, the employee shall have return rights to his/her previously held position. Return rights for any other leave of absence shall be limited to three (3) months. If the previously held position has been abolished during the leave of absence, then the employee shall have return rights to a similar position (a position in the same classification at the

same salary level) if there is a vacancy. If there is no vacant similar position, the employee shall be placed on the recall list, pursuant to Article XVI, Seniority, Layoff and Recall.

An employee on leave of absence may be affected by a lay-off in the same manner as if the employee were working.

Leave of absence without pay is not creditable towards seniority and seniority related benefits, except as identified above in Article 14.5 for identified legally protected leave such as FMLA and Military. An employee who takes a leave of absence without pay shall have his/her date of hire for seniority purposes adjusted for the same duration of time as the period of leave without pay. Step increases are based on duration of employment and will be adjusted accordingly. General salary increases are not based upon duration of employment and will not be adjusted in this manner. The employee's seniority for purposes of vacation accrual, promotion and layoff would be adjusted in the same amount as the duration of the leave without pay. In the unlikely event an employee was granted a leave without pay during his/her probationary period, the probationary period would be extended for the same duration as the leave without pay.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

#### **14.7 FAMILY LEAVE – FMLA**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Articles 1 and 13.2.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

#### **14.8 MATERNITY LEAVE**

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay as provided by law. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

#### **14.9 INCLEMENT WEATHER**

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

The parties specifically agree that during 2014, they will meet to develop recommendations for Court and County security issues which balance employee safety and continuity of operations and, particularly, the Court's necessary discretion. Such will be a policy workgroup with representatives of key stakeholders and with a goal of recommendations for the County and the Court and, upon adoption, integrated into the County's Emergency Management and Inclement Weather / Emergency policies.

### **ARTICLE 15 – HEALTH & WELFARE**

#### **15.1 HEALTH AND LIFE INSURANCE**

The County shall contribute as below each month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

- A. Effective January 1, 2017 the contribution shall be increased to one thousand one hundred and fifty four dollars (\$1,154) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- B. Effective January 1, 2018 the contribution shall be increased to one thousand two hundred six dollars (\$1,206) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- C. Effective January 1, 2019 the contribution shall be increased to one thousand two hundred fifty eight dollars (\$1,258) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

D. Any additional health contributions offered to employees of Mason County represented by a union and in effect as of 2/21/17 will trigger a “me too” provision for the members of AFSCME 1504, thereby granting said members the same health contributions.

Eligible employees are those Regular and Temporary full-time and Regular and Temporary part-time employees compensated for eighty (80) hours or more per month during the calendar year. Part-time employees hired after January 1, 2014 will have the benefits of this Article prorated to FTE and adjusted by actual hours worked effective upon the date of such language being approved under the Employer’s Personnel Policy.

The above contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan without optional coverage, and current County vision, dental, and life insurance plans.

In the event the County’s maximum monthly contribution is insufficient to provide 100% of the total Health and Welfare premiums as referenced above, the priority of order for full County payment shall be as follows: (1) Life Insurance, (2) Vision, (3) Dental and (4) Medical.

Any monthly premium contribution required above the County’s contribution shall be paid by a reduction of the necessary amount from the employee’s wages.

The County shall provide an Employee Assistance Program (EAP) benefit for all bargaining unit employees.

## **15.2 RETIREMENT**

Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

## **ARTICLE 16 - TRAINING**

### **16.1 TRAINING**

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

### **16.2 TRAINING REIMBURSEMENT**

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.

## **ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES**

### **17.1 PURPOSE OF COMMITTEE**

The Employer and the Union agree that a need exists for continuing cooperation between labor and management, and to meet from time to time upon the request of either party concerning suggestions and issues of a general nature affecting the Union and the Employer relations.

The parties therefore establish a Labor/Management Committee consisting of up to six (6) members from the Bargaining Unit and the Union staff representative, and up to seven (7) members from the Employer, including a representative from Human Resources. The committee will meet from time to time during working hours to discuss matters of mutual interest or concern. The committee shall not have the authority to change this Agreement, nor shall it substitute for the grievance procedure.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

Policy Work Groups - The Union will be given an opportunity to designate participants to Policy Work Groups related to employment policies. Policy Work Groups will be chaired by Human Resources. Policy Work Group participants will not negotiate on behalf of the Union regarding employment policies that would impact wages, hours and working conditions.

### **17.2 COMPOSITION OF COMMITTEE**

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local No.1504, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

### **17.3 COMPENSATION**

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

## **ARTICLE 18 – HEALTH & SAFETY**

### **18.1 SAFE WORKPLACE**

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

A place will be provided for employees to lay down if any become ill on the job. Such facility shall have a cot and shall be screened from view of the surrounding area. It shall be well lit and ventilated. Reasonable first aid materials shall be kept on hand for emergencies. The parties agree there is no room of this type available at this time, but the County shall make every effort to provide such a room as soon as possible.

## **18.2 HEALTH & SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

## **18.3 DRUG FREE WORKPLACE**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may physically incapable of performing the essential functions of the job and/or may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the Employer's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the Employer's substance abuse policy.

## **18.4 WORK PLACE VIOLENCE**

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a County employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

# **ARTICLE 19 - GRIEVANCE PROCEDURE**

## **19.1 GRIEVANCE DEFINED**

The purpose of this grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

Any grievance procedure time limit may be extended by mutual written agreement. Failure by an employee and/or the Union to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the County to comply with any grievance time limitations shall automatically permit the Union or the employee to advance the grievance to the next step in the grievance procedure.

A grievance of interest to several employees may be filed as a "group grievance."

The processing and adjudication of grievances shall be conducted during working hours.

## **19.2 GRIEVANCE PROCEDURE**

In the event of a grievance, the following procedure shall be used:

*Step 1.* A grievance must be presented within ten (10) working days of the incident giving rise to the grievance or the date the grievant knew or could reasonably have known of the incident to the employee's immediate supervisor or manager if the grievance is not related to a salary issue. However, if the incident is related to a salary issue, the employee and/or the Union Steward shall submit a written grievance at Step 2 to the Elected Official/Department Head. If the grievance is not resolved by the employee and the immediate supervisor/manager, then a formal grievance may be filed at Step 2.

*Step 2.* The grievance shall be presented in writing on an official Union grievance form. This shall include:

1. The specific details of the incident or issue giving rise to the grievance;
2. The Article(s) and Section(s) of the Agreement allegedly violated; and
3. The remedy sought.

The written grievance shall be submitted by the employee and/or the Union Steward to the Elected Official/Department Head within seven (7) working days of the date of the discussion in Step 1 above. A copy of the grievance will be filed with the Human Resources Department. Within seven (7) working days after the receipt of the official written grievance, the Elected Official/Department Head shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Elected Official/Department Head shall provide a written answer to the Employee and the Union Steward/Union Representative within ten (10) working days of the meeting. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

*Step 3.* The written grievance shall be submitted to the Human Resources Director within seven (7) working days of the date of the written response at Step 2. Within seven (7) working days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the Employee and the Union Steward/Union Representative within ten (10) working days of the meeting. If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

*Step 4* The Union may refer the grievance, in writing, to the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS) or a mutually agreed upon arbitration service for arbitration and to request a list of seven (7) qualified arbitrators. If a list of seven arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within ten (10) working days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator. The written referral to arbitration must be made within thirty (30) calendar days after the decision of the Human Resources Director, and a copy of the referral provided to the Elected Official/Department Head and the Human Resources Director. The referral to arbitration will contain the following:



1. The specific details of the incident or issue giving rise to the grievance;
2. Article(s) and Section(s) of the Agreement allegedly violated;
3. Copies of the Step 2 and 3 responses to the grievance; and
4. Remedy sought.

*Grievance Arbitration.* A hearing shall be scheduled at a date, time and location mutually convenient for all parties. In connection with any arbitration proceeding held pursuant to this Article, it is understood as follows:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employee involved.

C. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within a reasonable timeframe after the date of the arbitration hearing or after receipt of the parties' post hearing briefs are submitted to the arbitrator.

### **19.3 UNION / EMPLOYER GRIEVANCE**

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate a Grievance at Step 2 anytime that it involves a group of employees involving different supervisors or from different Departments. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

### **19.4 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

## **ARTICLE 20 - NO STRIKE / NO LOCKOUT**

### **20.1 NO STRIKE / NO LOCKOUT**

The Union agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the Department. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The Employer shall not lockout any employee during the life of this Agreement.

## **ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County acting through the Board of Commissioners on issues regarding financial matters, and the Elected Officials acting individually retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the elected official and County reserve all customary management prerogatives including, but not limited to the right to:

- A. Establish, plan for and direct the work force toward the organizational goals of County government.
- B. Determine the organization and merits, necessity, and level of activity or service provided to the public.
- C. Determine the County budget and financial policies, including accounting procedures.
- D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.
- E. Discipline employees for just cause.
- F. Determine the methods, means, equipment, and kinds and number of personnel required to accomplish the governmental operations and maintain the efficiency thereof.
- G. Assign work and schedule employees.
- H. Establish work rules and rules of conduct.
- I. Evaluate employee performance.
- J. Layoff or reduce any employee from duty due to lack of work, insufficient funds or workflow reorganization. Layoff means involuntary reduction in force by termination of

employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month.

K. Take all actions necessary to carry out the mission of the County in emergencies.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 SAVINGS CLAUSE**

It is understood that the parties hereto are governed by the provisions of applicable Federal and State Law, which provisions shall prevail over this Agreement. Where there may be conflict between County ordinances or resolutions and this Agreement, the Articles of the Agreement shall prevail.

If an article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or addenda.

## **ARTICLE 23 - ENTIRE AGREEMENT**

### **23.1 DURATION CLAUSE**

This Agreement shall become effective upon the signing of the Agreement and shall remain in effect through December 31, 2019.

Either party may request negotiations of a successor agreement within ninety (90) days of the expiration of this Agreement.

This Agreement may be modified during its term by mutual agreement of both parties concerned. Such mutual agreement shall be reduced in writing and shall be incorporated as a part of this Agreement.

### **23.2 ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. The Employer agrees not to enter into any Agreement or contract with any covered employee(s), either individually or collectively, which is inconsistent with the terms of this Agreement.

The existing contract shall remain in effect until a successor contract is signed, or until one year from the termination of this Agreement.

**SIGNATURES**

DATED this 21<sup>st</sup> day of March.

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

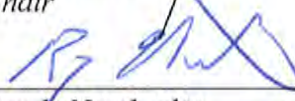
ATTEST


  
Melissa Drewry  
Clerk of the Board

  
Kevin Shutty  
Chair

Approved as to form:

  
Timothy Whitehead  
Chief Deputy Prosecuting Attorney

  
Randy Neatherlin  
Commissioner

  
Terri Jeffreys  
Commissioner

\*\*\*\*\*


**AFSCME LOCAL 1504**

  
Clem Edwards  
Staff Representative


  
Tammi Wright  
President, Local No. 1504

\*\*\*\*\*

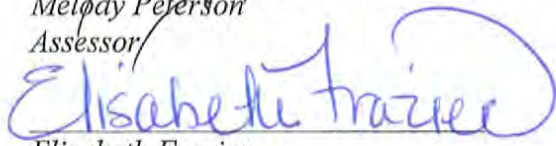
**ELECTED OFFICIALS**

  
Karen Herr  
Auditor

  
Sharon Fogo  
Clerk

  
Melody Peterson  
Assessor

  
Victoria Meadows  
District Court Judge

  
Elisabeth Frazier  
Treasurer

**AFSCME SALARY RANGE TABLE  
2017**

Reflects 2% Increase & 0.88% COLA (Note numbers may vary slightly due to rounding in MUNIS)

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
27	3,901.19	4,098.92	4,305.81	4,527.56	4,753.90	4,871.63	4,996.23
26	3,806.04	3,998.96	4,200.79	4,417.13	4,637.94	4,752.81	4,874.37
25	3,713.21	3,901.42	4,098.33	4,309.40	4,524.83	4,636.88	4,755.48
24	3,621.81	3,805.68	3,997.16	4,199.52	4,411.68	4,524.83	4,636.88
23	3,534.77	3,713.21	3,901.42	4,098.33	4,309.40	4,411.68	4,524.83
22	3,448.85	3,621.81	3,805.68	3,997.16	4,199.52	4,309.40	4,411.68
21	3,361.81	3,534.77	3,713.21	3,901.42	4,098.33	4,199.52	4,309.40
20	3,276.95	3,448.85	3,621.81	3,805.68	3,997.16	4,098.33	4,199.52
19	3,200.78	3,361.81	3,534.77	3,713.21	3,901.42	3,997.16	4,098.33
18	3,121.36	3,276.95	3,448.85	3,621.81	3,805.68	3,901.42	3,997.16
17	3,047.39	3,200.78	3,361.81	3,534.77	3,713.21	3,805.68	3,901.42
16	2,971.22	3,121.36	3,276.95	3,448.85	3,621.81	3,713.21	3,805.68
15	2,898.31	3,047.39	3,200.78	3,361.81	3,534.77	3,621.81	3,713.21
14	2,827.62	2,971.22	3,121.36	3,276.95	3,448.85	3,534.77	3,621.81

**2018**

Reflects 2% Increase COLA TBD (Note numbers may vary slightly due to rounding in MUNIS)

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
27	3,979.21	4,180.90	4,391.92	4,618.11	4,848.98	4,969.06	5,096.16
26	3,882.16	4,078.94	4,284.80	4,505.47	4,730.70	4,847.87	4,971.86
25	3,787.47	3,979.44	4,180.29	4,395.58	4,615.32	4,729.62	4,850.59
24	3,694.24	3,881.79	4,077.10	4,283.51	4,499.91	4,615.32	4,729.62
23	3,605.47	3,787.47	3,979.44	4,180.29	4,395.58	4,499.91	4,615.32
22	3,517.82	3,694.24	3,881.79	4,077.10	4,283.51	4,395.58	4,499.91
21	3,429.05	3,605.47	3,787.47	3,979.44	4,180.29	4,283.51	4,395.58
20	3,342.49	3,517.82	3,694.24	3,881.79	4,077.10	4,180.29	4,283.51
19	3,264.80	3,429.05	3,605.47	3,787.47	3,979.44	4,077.10	4,180.29
18	3,183.79	3,342.49	3,517.82	3,694.24	3,881.79	3,979.44	4,077.10
17	3,108.34	3,264.80	3,429.05	3,605.47	3,787.47	3,881.79	3,979.44
16	3,030.64	3,183.79	3,342.49	3,517.82	3,694.24	3,787.47	3,881.79
15	2,956.28	3,108.34	3,264.80	3,429.05	3,605.47	3,694.24	3,787.47
14	2,884.17	3,030.64	3,183.79	3,342.49	3,517.82	3,605.47	3,694.24

**2019**

Reflects 2% Increase COLA TBD (Note numbers may vary slightly due to rounding in MUNIS)

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
27	4,058.80	4,264.52	4,479.76	4,710.48	4,945.96	5,068.44	5,198.08
26	3,959.80	4,160.51	4,370.50	4,595.58	4,825.32	4,944.82	5,071.30
25	3,863.22	4,059.03	4,263.90	4,483.50	4,707.63	4,824.21	4,947.61
24	3,768.13	3,959.42	4,158.64	4,369.18	4,589.91	4,707.63	4,824.21
23	3,677.58	3,863.22	4,059.03	4,263.90	4,483.50	4,589.91	4,707.63
22	3,588.18	3,768.13	3,959.42	4,158.64	4,369.18	4,483.50	4,589.91
21	3,497.63	3,677.58	3,863.22	4,059.03	4,263.90	4,369.18	4,483.50
20	3,409.34	3,588.18	3,768.13	3,959.42	4,158.64	4,263.90	4,369.18
19	3,330.09	3,497.63	3,677.58	3,863.22	4,059.03	4,158.64	4,263.90
18	3,247.46	3,409.34	3,588.18	3,768.13	3,959.42	4,059.03	4,158.64
17	3,170.50	3,330.09	3,497.63	3,677.58	3,863.22	3,959.42	4,059.03
16	3,091.25	3,247.46	3,409.34	3,588.18	3,768.13	3,863.22	3,959.42
15	3,015.41	3,170.50	3,330.09	3,497.63	3,677.58	3,768.13	3,863.22
14	2,941.85	3,091.25	3,247.46	3,409.34	3,588.18	3,677.58	3,768.13

## AFSCME CLASSIFICATION AND SALARY RANGE

<b>DEPARTMENT/JOB TITLE</b>	<b>PAY RANGE</b>
<b><u>Assessor</u></b>	
Administrative Data Technician	26
Levy/Personal Property Technician	21
Real Property Technician	20
Senior Appraisal Technician	20
Appraisal Technician	16
Clerk	14
<b><u>Auditor</u></b>	
Financial Analyst	27
Recording Manager/Archive Specialist	26
Licensing Manager	23
Accounting Technician	18
Sr. Office Technician	18
Assistant Election Administrator	18
Office Technician	14
Elections Technician	14
<b><u>County Clerk</u></b>	
Jury Manager/Records Manager	18
Judicial Support Specialist III	18
Judicial Support Specialist II	16
Judicial Support Specialist I	14
<b><u>District Court</u></b>	
District Court Administrative Assistant	25
Judicial Support Specialist III	18
Judicial Support Specialist II	16
Judicial Support Specialist I	14
<b><u>Emergency Management</u></b>	
Senior Emergency Management Coordinator	26
Emergency Management Training/Exercise Coordinator	23
<b><u>Treasurer</u></b>	
Finance Accounting Deputy - Investments-Banking	22
Finance Accounting Deputy - IT-Billing Specialist	22
Cashier Deputy Foreclosure	22
Finance Accounting Deputy	18
Cashier Deputy Collections	18
Senior Cashier	16
Cashier	14

**MEMORANDUM OF UNDERSTANDING**  
Between  
**Mason County /**  
**AFSCME, Local 1504 of the WSCCCE**

WHEREAS, Mason County (Employer) and AFSCME, Local 1504 of the WSCCCE (Union) agree that as a result of the Supreme Court Decision regarding *Janus v. AFSCME, Council 31* on June 27, 2018 the parties are required to negotiate changes to our Collective Bargaining Agreement to reflect requirements dictated in this decision.

WHEREAS, the Supreme Court decision requires all Employers and Unions to negotiate new language regarding treatment of the Union's relationship with our employees and

WHEREAS, The Employer and the Union have agreed as to the language change for Article 3 of the current Collective Bargaining Agreement that expires December 31, 2019.

The parties therefore agree to modify the current Collective Bargaining Agreement to replace Article:

**3.1 Membership, Dues and Maintenance**

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees levied. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or via facsimile.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer shall hand out an approved Union packet at the time of signing new employee orientation paperwork. It is recognized that this is for employee informational purposes only and comments will remain neutral and questions will be referred to the Union. The Employer shall remain neutral when communicating with employees about Union membership.

The Employer shall honor the terms set forward by Council 2 regarding the employee's payroll deduction. 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 dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify defend, and hold harmless the Employer from any and all claims against the Employer arising out of administration of this article.

**3.2 New Employee Orientation**

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees, ten (10) full working days subsequent to the orientation of the new employee. The Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. The new employee and the Union official may, at no loss of pay, be granted no less than thirty minutes to discuss with each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance within 90 days after the new employee's hire, pursuant to RCW 41.56.037.

**3.3 Electronic Authorizations are Valid**

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or via facsimile.

**3.4 Union Officers**

The Union agrees to supply Human Resources with current lists of Officers and stewards. The Employer will recognize the Officers and stewards as soon as the list is received, in writing, by Human Resources.

**3.5 Nondiscrimination- Union Activity**

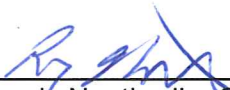
Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an Officer in the Union or serving on a Union committee.

As agreed, on this 9<sup>th</sup> day of April 2019

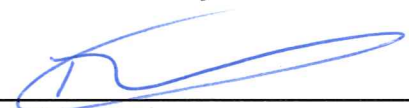
**For Mason County:**

  
\_\_\_\_\_  
Kevin Shutty / Chair

  
\_\_\_\_\_  
Sharon Trask, Commissioner

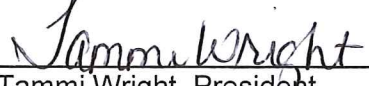
  
\_\_\_\_\_  
Randy Neatherlin, Commissioner

**For Mason County Prosecutor:**

  
\_\_\_\_\_  
Tim Whitehead  
Chief Deputy Prosecutor  
As to form

**For AFSCME Local 1504 of the WSCCCE:**

  
\_\_\_\_\_  
Aaron Cole, Staff Representative, AFSCME 1504,  
Council 2

  
\_\_\_\_\_  
Tammi Wright, President



**MEMORANDUM OF UNDERSTANDING**  
Between  
**Mason County / Mason County Assessor's Office**  
**AFSCME, Local 1504 of the WSCCCE**  
**Teamsters Union Local No. 252**

WHEREAS, Mason County, Mason County Assessor, AFSCME, Local 1504 of the WSCCCE, and Teamsters Union Local No. 252 agree that the personal property duties originally in the Teamsters Appraisers scope or works has been transferred to the AFSCME Assessor's Office Clerk I, II, III job description, then transferred to Data Technician I & II job descriptions with a revision date of December 16, 2014. All parties have already agreed the personal property duties exist within the Clerk and Data Technician job descriptions in AFSCME.

WHEREAS, based on the fact that these duties were originally redefined under a Clerk I, II III, the consideration for any salary increase shall not be more than 5% above that of a Clerk's salary.

WHEREAS, Rachel Watson has already received out of class pay for her work that included personal property duties for 2016 and as the new AFSCME, Local 1504 Collective Bargaining Agreement defines the position of Levy/Personal Property Technician at a range 21 to include the functions of the personal property duties, any additional compensation to Rachel Watson has been remunerated.


WHEREAS, Bruce Martin, as a Clerk, was also given personal property duties on January 1, 2013 which he performed until July 31, 2015. It is agreed he will be paid a 5% out of class salary increase for performing these duties.

WHEREAS, the current bargaining agreements with both Unions afford the opportunity to establish a Labor Management Committee. It is agreed that both Unions, The Assessor's Office and Mason County Human Resources will convene a meeting at their earliest convenience but no later than June 30, 2017.

WHEREAS, this Memorandum of Understanding shall resolve any and all grievances between Mason County, Mason County Assessor's Office, AFSCME Local 1504 of the WSCCCE and Teamsters Union Local No. 252 regarding the salary and placement of the personal property duties.

As agreed, on this 10<sup>th</sup> day of February 2018

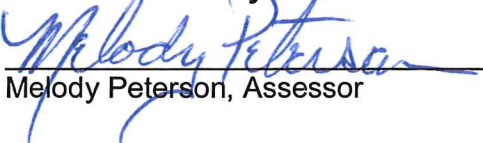
**For Mason County:**

  
\_\_\_\_\_  
Kevin Shutt, Chair *Commissioner*

  
\_\_\_\_\_  
Terri Jeffreys, Commissioner  
*Director*

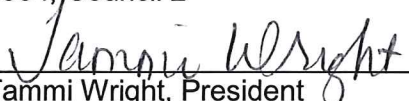
  
\_\_\_\_\_  
Randy Neatherlin, Commissioner *Chair*

**For Mason County Assessor:**

  
\_\_\_\_\_  
Melody Peterson, Assessor

**For AFSCME Local 1504 of the WSCCCE:**

  
\_\_\_\_\_  
Clem Edwards, Staff Representative, AFSCME  
1504, Council 2

  
\_\_\_\_\_  
Tammi Wright, President

**For Teamsters Union Local No. 252:**

  
\_\_\_\_\_  
Darren L. O'Neil, Secretary/Treasurer  
4/17/17