RESOLUTION NO. <u>UG-IL</u> TO IMPLEMENT MASON COUNTY'S LAST, BEST AND FINAL OFFER FOR A COLLECTIVE BARGAINING AGREEMENT BETWEEN MASON COUNTY AND AFSCME LOCAL 1504

WHEREAS, RCW 36.16.070 states that ... the Board shall fix the compensation of all employees...; and

WHEREAS, RCW 41.56, Public Employees' Collective Bargaining, governs the collective bargaining process between Mason County and its exclusive bargaining representatives; and

WHEREAS, representatives of Mason County and AFSCME Local 1504 commenced bargaining for a successor collective bargaining agreement on November 10, 2010, which resulted in a tentative agreement between the parties on April 13, 2011. Ultimately, the County's last, best and final offer on April 13, 2011, did not result in a ratified agreement between the parties after two attempts. The last unsuccessful vote occurred on September 29, 2011, and the prior agreement expired December 31, 2009; and

WHEREAS, RCW 41.56.123(1), permits the County to unilaterally implement its last, best and final offer, provided there is no subsequent agreement one year after expiration of the previous collective bargaining agreement;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby implement the last, best and final offer presented to AFSCME Local 1504, which shall take effect upon the signing of this Resolution.

Approved this 11^M/₂ day of October, 2011.

ATTEST. Shannon Goudy, Board

BOARD OF COUNTY COMMISSIONERS MASON COUNTY, WASHINGTON

_ynda Ring Erickson, Chairperson

Tim Sheldon, Commissioner

Steven Bloomfield, Commissioner

APPROVED AS TO FORM:

Tim Whitehead, Chief Deputy Prosecuting Attorney

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BY AND BETWEEN

MASON COUNTY

AND

LOCAL 1504

OF THE

WASHINGTON STATE COUNCIL

OF COUNTY AND CITY EMPLOYEES

AND THE

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

October 11, 2011

through

December 31, 2013

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PREAMBLE

Section 1. The Employer and the Union agree that the effective, efficient and uninterrupted performance of governmental service to the community is their common objective. In order to assist them in achieving that objective, this Agreement represents the establishment of fair and reasonable compensation and working conditions for the employees of the County through the collective bargaining process. The Employer and the Union recognize that the success of these objectives depends upon the Employer's success in establishing the service, upon the ability and creative contributions of the employees, and upon the joint efforts of both parties in improving the service. Therefore, the Employer and the Union encourage, to the greatest degree possible, friendly and cooperative relations between their respective representatives at all levels and among all employees.

Section 2. This Agreement is 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.

ARTICLE I – NON-DISCRIMINATION/SEXUAL HARASSMENT

Section 1. 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.

Section 2. 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.

Section 3. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

Section 4. The Union and the County mutually agree that sexual harassment of bargaining unit employees in any form is prohibited. The Union and the County mutually agree to comply with the County's Sexual Harassment Policy.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

Section 1. 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 within the Public Works Department, and District Court. Excluded are: appointed officials as pursuant to statute, employees represented by another bargaining unit, confidential employees, contractual employees as certified by the Public Employment Relations Commission, temporary 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 temporary employees.

Section 2. 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 departments named in Section 1 above.

Section 3. Management Rights: 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 or insufficient funds. 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.

Section 4. Subcontracting: The employer may for economic reasons, contract for services presently being performed by Union members. At least forty-five (45) days prior to reaching a decision to subcontract, the County shall advise the Union in writing that the County is considering subcontracting for services presently being performed by Union members. The parties shall meet to allow the Union an opportunity to review the County's financial reasons for considering 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.

ARTICLE III - UNION SECURITY

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. The Employer shall inform candidates for positions within the bargaining unit of the Union Security requirement. 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 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.

ARTICLE IV - HOURS OF WORK

Section 1. 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 pursuant to Section 3, 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. 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.
- D. Regular part-time employees normally are scheduled to work less than forty (40) hours per workweek.
- E. 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.

Section 2. 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.

Section 3. 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.

Section 4. Overtime: Any full-time employee who works more than eight (8) hours in a day 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; unless, however, the employee is assigned an alternate work schedule. Employees assigned to a four-ten work schedule shall be paid one and one-half times their straight-time hourly rate for all hours worked beyond ten (10) hours in a day or more than forty (40) hours in a workweek. Employees scheduled to work less than forty (40) hours in the workweek shall be paid at the rate of one and one-half times their straight-time hourly rate for all hours worked beyond forty (40) in the workweek. Overtime shall be compensated for and accounted for in six (6) minute increments (i.e. to the nearest one-tenth of the hour).

Section 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 annual leave.

Section 6. 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.

Section 7. 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.

Section 8. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 9. 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.

Section 10. 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.

ARTICLE V - ANNUAL LEAVE

Section 1. Regular full-time employees shall accrue paid annual leave as follows:

Years of Continuous Service	Hours per Year		
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 part-time employees shall accrue annual 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 annual leave accrual apply.

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

Section 2. With the exception of promoted employees, annual 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 annual leave accrued during the probationary period.

Section 3. For regular full-time or regular part-time employees, the maximum amount of annual leave that may be accrued at any point in time is four hundred (400) hours. No annual leave accrued will be added to an employee's annual 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.

Section 4. Upon separation of a regular full-time or regular part-time employee by resignation (with two weeks notice), retirement, layoff, dismissal or death, the employee or beneficiary thereof, shall be paid for unused annual 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 annual leave.

Section 5. Whereas, the Union and the Employer recognizes the importance of employees utilizing earned annual leave to promote and enhance their mental and physical well being, employees shall attempt to use annual leave during the year in which it is earned.

Section 6. Annual leave approval will be on the basis of meeting the workload requirements of the Mason County service schedule where the employee is employed.

Section 7. All requests to use annual leave shall be submitted in writing. When an employee desires to use five (5) or more consecutive annual 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.

Section 8. Annual leave days shall be the same as the regular workday schedule for the department wherein the employee is employed.

Section 9. Regular full-time employees must work or be in a paid status at least eighty (80) hours in a month in order to accrue annual leave for the month. Regular 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 annual leave for that month.

Section 10. If an approved holiday occurs within the approved annual leave period, such day shall be charged as holiday leave rather than annual leave.

ARTICLE VI- HOLIDAYS

Section 1. 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

Regular 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.

Section 2. 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.

Section 3. 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.

ARTICLE VII - SICK LEAVE/FAMILY LEAVE

Section 1. Sick leave shall be accumulated for all regular full-time employees at the rate of eight (8) hours per month for each month of employment.

Section 2. Regular 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 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.

Section 3. 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.

Section 4. Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

Section 5. 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" for this purpose is defined as the employee's spouse, children, parents (including in-laws), and grandparents.

Section 6. 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.

Section 7. 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.

Section 8. The Union and the County mutually agree to comply with all State and Federal Family Leave Laws. For purposes of calculating leave availability, the twelve (12) month period is measured forward from the date an employee begins FMLA leave. Each time the employee takes FMLA during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. Employees who do not return to work after FMLA leave may be required to reimburse the County for its contributions toward insurance premiums during such leave.

ARTICLE VIII - BEREAVEMENT LEAVE

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. 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. 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 annual leave, as approved by the Elected Official/Department Head.

ARTICLE IX - HEALTH CARE INSURANCE

Section 1. Effective January 1, 2011, the County shall contribute up to eight hundred fifty-five dollars (\$855) per month towards the medical, dental, vision and life insurance coverage of eligible employees and their eligible dependents. Eligible employees are those regular full-time and regular part-time employees compensated for eighty (80) hours or more per month during the calendar year. This 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. Throughout the term of this Agreement, the issue of the Employer's contribution towards health care benefits for each remaining year may be reopened by either party within sixty (60) calendar days of the end of the previous year.

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

Section 3. 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.

Section 4. The County shall provide an Employee Assistance Program (EAP) benefit for all bargaining unit employees.

ARTICLE X - GRIEVANCES

Section 1. 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.

Section 2. 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.

Section 3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

Section 4. Any grievance procedure time limit may be extended by mutual written agreement.

Section 5. 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.

Section 6. A grievance of interest to several employees may be filed as a "group grievance."

Section 7. The processing and adjudication of grievances shall be conducted during working hours.

Section 8. Grievance Procedure

A. 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.

B. 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.

C. 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. D. 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.

Section 9. 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.

ARTICLE XI - DISCIPLINARY ACTIONS

Section 1. Employees may be suspended without pay or discharged for just cause. But no employee shall be suspended without first having received a written warning regarding the alleged problem. An employee shall be given fourteen (14) calendar days notice of discharge or in lieu of fourteen (14) days notice, management may discharge the employee immediately and shall pay the employee the equivalent of ten (10) working days' pay on the next scheduled County payday. Section 2. The notice and/or pay requirements stated above may be waived if the basis for discharge is dishonesty, theft, or actual or threatened physical violence against another Mason County employee or official, a citizen, or if required to protect the safety of other employees, the Employer, the public, or the property thereof.

Section 3. Discharge of a probationary employee is not considered as a disciplinary action.

Section 4. Employees shall sign the disciplinary action to acknowledge receipt. All disciplinary actions are subject to the grievance procedure.

ARTICLE XII - PROBATIONARY PERIOD

Section 1. 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.

Section 2. The Employer may discharge a probationary employee with one (1) day notice, which is not required to be in writing. A probationary employee does not have the right to grieve termination of his or her employment during the probationary period.

ARTICLE XIII – PROMOTIONS, TRANSFERS AND DEMOTIONS

Section 1. As used in this Article the following terms mean: Promotion is a change of an employee from a job classification to a different job classification which is compensated at a higher salary range. Transfer is a change of an employee from a job classification to a different job classification which is compensated at the same salary range. Demotion is a change of an employee from a job classification to a different job classification which is compensated at a lower salary range.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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 obtain permanent status 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).

Section 7. 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 permanent 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.).

Section 8. 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.

Section 9. When an employee is transferred, they shall retain their step placement and their step date.

Section 10. 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: 11E to 9E).

ARTICLE XIV - WORKING OUT OF CLASSIFICATION

Section 1. 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.

Section 2. 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.

ARTICLE XV - STEWARDS AND UNION REPRESENTATION

Section 1. Employees shall have the right to Union representation.

Section 2. 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.

Section 3. 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.

Section 4. The Union may select a negotiating committee of not more than five (5) employee members plus appropriate professional staff of the Union's choosing, excepting that no more than one member from any single office shall be selected. Negotiations, including reasonable time for the Union Negotiating Committee to meet and confer, not to exceed one half hour immediately before and after negotiations, shall take place during normal working hours unless otherwise agreed by the parties to this Agreement.

Section 5. If an Elected Official/Department Head believes a Union Steward is spending more time than necessary in the grievance handling process, the Local Union President and the Elected Official/Department Head will attempt to resolve the problem.

ARTICLE XVI - SENIORITY, LAYOFF AND RECALL

Section 1. General

A. For purpose of promotions and/or layoffs from within an office or department, seniority shall mean that time spent in each individual Elected Official 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.

C. 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 one (1) year from date of layoff.

D. An employee on an approved leave of absence shall retain their current seniority but shall not accrue seniority while on such leave of absence.

Section 2. Layoff

A. The Employer may reduce the work force because of lack of work or lack of funds.

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

D. 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 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).

Before laying off any permanent employee, all temporary and probationary employees within the same office or department shall be laid off first.

Section 3. Recall.

A. Any permanent 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 permanent status. The employee's name shall remain on the recall list(s) for a period of twelve (12) 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.

B. 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.

C. 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 twelve (12) 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.

D. Employees recalled to their former classification within twelve (12) 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 twelve (12) 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.

ARTICLE XVII - EMPLOYEE RIGHTS

Section 1. Personnel File

A. 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.

B. Upon request, an employee shall be given a copy of any written material placed in the personnel file which the employee believes might have an adverse effect on his or her job. The employee and/or his/her representative may not remove any contents, but the employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his/her representative.

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

Section 2. 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.

ARTICLE XVIII - WAGES - SALARY SCHEDULE

Section 1. Effective upon the signing of this Agreement through December 31, 2011, each employee shall have his/her base wage as set forth in Attachments A and B. For the remaining years of this Agreement, the parties shall commence negotiations in regards to this Article only, by mid-October of 2011 for 2012, and by mid-October of 2012 for 2013.

Section 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 annual leave, sick leave, and retirement.

Section 3. 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.

A. 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.

B. If the Elected Official/Department Head approves the request, it shall be submitted to the Board of County Commissioners 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.

C. If the employee's request is denied by the Elected Official/Department Head the employee may request a review by a committee of four persons, two appointed by the Union and two appointed by the Employer. The committee shall consider input from the employee and the Elected Official/Department Head before making a decision. If the committee denies the request, the matter is closed. If the committee approves the request, it shall be forwarded to the Board of County Commissioners for action, or for reconsideration by the Board. If the Board denies the request, the matter is closed.

D. 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 shall be submitted to the Board of County Commissioners, with written justification from the Human Resources Director, 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.

E. 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.

Section 4. Job descriptions will be on file in each individual department/office within the Bargaining Unit and at the Union office.

Section 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^{th} year of County service = 1.5% of base pay. Beginning of 16^{th} year of County service = 3.0% of base pay. Beginning of 21^{st} year of County service = 4.5% of base pay. Beginning of 26^{th} year of County service = 6.0% of base pay.

ARTICLE XIX - LEAVE OF ABSENCE

Section 1. 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.

Section 2. 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.

Section 3. An employee on leave of absence may be affected by a lay-off in the same manner as if the employee were working.

Section 4. Leave of absence without pay is not creditable towards seniority and seniority related benefits. 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.

ARTICLE XX - LABOR MANAGEMENT COMMITTEE

The parties agree to 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.

ARTICLE XXI - SAVINGS CLAUSE

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 XXII - SUBORDINATION OF AGREEMENT

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.

ARTICLE XXIII - TERM AND DURATION OF AGREEMENT

Section 1. 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.

Section 2. This Agreement shall become effective upon the signing of the Agreement and shall remain in effect through December 31, 2013.

Section 3. Either party may request negotiations of a successor agreement within ninety (90) days of the expiration of this Agreement.

Section 4. 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.

Section 5. The existing contract shall remain in effect until a successor contract is signed, or until one year from the termination of this Agreement.

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DATED this _____ day of _____

BOARD OF COUNTY COMMISSIONERS MASON COUNTY, WASHINGTON

ATTEST

Shannon Goudy Clerk of the Board Lynda Ring Erickson Chair

Approved as to form:

Tim Sheldon Commissioner

Timothy Whitehead Chief Deputy Prosecuting Attorney

Steven Bloomfield Commissioner

AFSCME LOCAL 1504

Clem Edwards Staff Representative Sharon Fogo President, Local 1504

ELECTED OFFICIALS

Karen Herr Auditor

Pat Swartos Clerk

Melody Peterson Assessor

Victoria Meadows District Court Judge

Elisabeth Frazier Treasurer

AFSCME SALARY RANGE TABLE

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G
25	\$3,364	\$3,535	\$3,713	\$3,904	\$4,099	\$4,201	\$4,308
24	\$3,281	\$3,448	\$3,621	\$3,805	\$3,997	\$4,099	\$4,201
23	\$3,202	\$3,364	\$3,535	\$3,713	\$3,904	\$3,997	\$4,099
22	\$3,125	\$3,281	\$3,448	\$3,621	\$3,805	\$3,904	\$3,997
21	\$3,046	\$3,202	\$3,364	\$3,535	\$3,713	\$3,805	\$3,904
20	\$2,969	\$3,125	\$3,281	\$3,448	\$3,621	\$3,713	\$3,805
19	\$2,900	\$3,046	\$3,202	\$3,364	\$3,535	\$3,621	\$3,713
18	\$2,828	\$2,969	\$3,125	\$3,281	\$3,448	\$3,535	\$3,621
17	\$2,761	\$2,900	\$3,046	\$3,202	\$3,364	\$3,448	\$3,535
16	\$2,692	\$2,828	\$2,969	\$3,125	\$3,281	\$3,364	\$3,448
15	\$2,626	\$2,761	\$2,900	\$3,046	\$3,202	\$3,281	\$3,364
14	\$2,562	\$2,692	\$2,828	\$2,969	\$3,125	\$3,202	\$3,281
13	\$2,503	\$2,626	\$2,761	\$2,900	\$3,046	\$3,125	\$3,202
12	\$2,440	\$2,562	\$2,692	\$2,828	\$2,969	\$3,046	\$3,125
11	\$2,381	\$2,503	\$2,626	\$2,761	\$2,900	\$2,969	\$3,046
10	\$2,321	\$2,440	\$2,562	\$2,692	\$2,828	\$2,900	\$2,969
9	\$2,264	\$2,381	\$2,503	\$2,626	\$2,761	\$2,828	\$2,900

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AFSCME Attachment B Classification and Salary Range Plan

Department/Job Title	Pay Range
Technical Deputy II Land Segregation IV Data Technician II Land Segregation III Land Segregation II Technical Deputy I Data Technician I Clerk III Clerk II Clerk I	20 19 18 16 16 16 15 12 9
AUDITOR Senior Accounting Technician Licensing Manager Accounting Technician II Accounting Technician I Assistant Licensing Supervisor Office Technician III Assistant Elections Administrator Office Technician II Elections Technician II Office Technician I Elections Technician I	25 22 21 17 16 15 15 12 12 9 9
COUNTY CLERK Court Clerk III Jury Manager/Records Manager Court Clerk II Court Collector Court Clerk I	15 15 12 12 9
DISTRICT COURT Court Clerk/Supervisor Court Clerk III Court Clerk II Court Clerk I	20 15 12 9
EMERGENCY MANAGEMENT Senior Emergency Management Coordinator Emergency Management Training/Exercise Coordinator	25 22
TREASURER Accountant/Investment Deputy Cashier Supervisor/Tax Foreclosure Deputy Finance & Data Processing Deputy II Collections/Bankruptcy Deputy Finance & Data Processing Deputy I Cashier Deputy III Cashier Deputy II Cashier Deputy I	21 20 19 17 16 15 12 9

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