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**Agreement  
By and Between**



**Clallam County**

**and**



**The Washington State Council of  
County and City Employees, Local 1619-MP  
For the Period**

**July 1, 2024 – December 31, 2026**

**MANAGERIAL AND PROFESSIONAL EMPLOYEES**

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## PREAMBLE

This Agreement is made and entered into by and between Clallam County, hereinafter referred to as “County” and the Washington State Council of County and City Employees, Local 1619-MP, hereinafter referred to as the “Union.” The purpose of this Agreement is to establish salaries and benefits, hours of work, and other terms and conditions of employment and a context in which employment issues may be discussed in a bargaining and collaborative atmosphere by the parties.

## ARTICLE 1 – TERM OF AGREEMENT

This AGREEMENT shall be effective as of July 1, 2024, and shall continue in full force and effect through December 31, 2026.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2024, or the first of the month following ratification and signature by both parties, whichever is later.

## ARTICLE 2 – RECOGNITION

### 2.1 Bargaining Unit Description

The County recognizes the Union as the sole and exclusive bargaining representative for all employees listed in *Appendix A* of this Agreement who are employed as regular, full time, salaried executive, and administrative and/or professional FLSA exempt employees. Positions designated with an asterisk in *Appendix A* may be declared exempt under Chapter 10 of the Clallam County Charter within January of each year. Charter exempt positions will be governed by terms and conditions set forth in County policy and Ordinance 60 of 2002, and not by this labor agreement.

### 2.2 Unit Composition Questions

Any question or dispute as to which employees are represented by the Union, or covered by this Agreement, shall be treated as an appeal, and disposed of according to the appeal procedure provided within this Agreement or referred to the Public Employment Relations Commission.

## ARTICLE 3 - NON-DISCRIMINATION

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, gender, gender identity, genetic information, sexual orientation, religion, mental or physical handicap or disability as defined and recognized under federal and Washington law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), national origin, union affiliation, or political affiliation. Reasonable accommodation shall be accomplished to the extent possible to enable a disabled employee who is able to safely and properly perform modified duties of the employee’s position. The County may condition light duty for a disabled employee on demonstrated ability to recover and become able to perform the

essential functions of the job within a time period established by the County in reliance on medical opinion/prognosis of the County's physician. This Article shall be subject to the appeal procedure, but not to appeal arbitration beyond Step 2.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Participation**

The employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with the exclusive bargaining representative.

### **4.2 New Employee Orientation**

The Employer agrees to notify the exclusive bargaining representative in writing of any new employee hired. This notification will include the employee's name, department, job title, and orientation date. The Employer shall grant the bargaining representative no less than 30 minutes, at no loss of pay, to meet with the employee for purposes of a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and insurance. The Union and/or the employee will coordinate this meeting with the employee's supervisor. The employee's supervisor shall work to accommodate this meeting as soon as possible.

### **4.3 Dues Check Off**

A. An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the exclusive bargaining representative. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the exclusive bargaining representative.

B. Upon receiving notice of the employee's authorization from the exclusive bargaining representative, the employer shall deduct from the employee's salary membership dues and remit the amounts to the exclusive bargaining representative. Deduction of membership dues shall begin the same month in which the authorization is received. The County shall deduct from the last paycheck of the month of such employee the amount of dues and fees uniformly levied and transmit them to the bargaining representative.

C. The employee's authorization to deduct membership dues remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization.

D. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

E. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions. The Employer remains neutral as it relates to this.

F. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, hire date in current bargaining unit, job classification, department, hours worked, and monthly wage.

#### **4.4 Indemnification**

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article 4 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event of an error is discovered.

### **ARTICLE 5 - UNION REPRESENTATION ACTIVITY**

#### **5.1 Conducting Union Business**

No Union member, officer, representative, or agent shall conduct any Union business during working hours, except as provided herein.

#### **5.2 Adjusting Appeals**

Upon prior notification to an appropriate Department Head or Elected Official by the Union, the County shall afford a recognized Union representative an opportunity to adjust appeals and attend interviews covered under this Agreement in *Article 8*. The presentation of appeals by a Union officer will be conducted without loss of pay if scheduled during working hours.

#### **5.3 Union Expenses**

Except as provided above or otherwise authorized by a supervisor, Union activities shall not result in cost to the County, as through the use of County vehicles, photocopiers, telephones, or on duty time.

#### **5.4 Attendance at Negotiations**

If negotiations sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than three (3) Union members may attend negotiation meetings without loss of pay while on duty. Attendance shall be subject to call to duty.

**5.5 Notice of Union Officers**

The Union shall inform the County in writing of the identity of Union officers, periodically and as necessary to keep the County informed of their identity. The County shall recognize only the Union officers so identified.

**5.6 Copies of Labor Agreement**

Upon request, the Union shall provide each employee in the bargaining unit with a copy of this Agreement and the county shall publish this Agreement on the Official Clallam County Website.

**5.7 Employment List**

Every January, the County shall furnish the Union a list of each employee covered by this contract, stating the following: date of hire, adjusted date of hire, and current salary.

**5.8 Notice of Parties**

Whenever this Agreement requires notice to the Union, the County shall email notice to the AFSCME Union staff representative and shall place a copy in the Local Union's intra-department mailbox. Notice to the County means written notice to the Director of Human Resources.

**ARTICLE 6 - MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate its organization, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of its exercise.

The parties recognize the County's right to properly determine that employees are employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that professional and management employees routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the County may determine.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To direct and supervise all operations, functions, and policies of the County, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions, and policies in the remainder of the County as may affect employees in the bargaining unit.
3. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to evaluate performance; to determine

methods, processes and manner of performing work; the right to hire, promote, train and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to discipline an employee for sufficient cause in accordance with the Administrative Personnel Policies as determined by the County in the judgment and discretion of the Board of Commissioners, elected officials and department heads.

4. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
5. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, and appearance.
6. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
7. To contract or subcontract work as may be determined by the County without further bargaining, where the work to be transferred from or to the bargaining unit is performed by a County employee or official whether or not a bargaining unit member. Provided, however, that the County will bargain on demand concerning the impacts of a subcontracting decision which results in the loss of a job by an existing bargaining unit member.
8. To assign regular hours of work and work locations, and to flex such regular hours to meet public service needs.
9. To designate and assign work duties and modify them periodically.
10. To introduce new duties within the unit.
11. To determine the need for and the qualifications of new employees and promotions.
12. To maintain and revise periodically the Clallam County Administrative Personnel Policies without bargaining over any change except as provided for expressly in Article 15.

The County and the Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer. Furthermore, the above statement of management rights is not intended to usurp or supersede any article of this contract.

Except as restricted by Articles 10.1, all matters not specifically treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy and procedures as the County may determine and revise periodically. This Article does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Director of Human Resources.

## **ARTICLE 7 – HOURS AND ACCOUNTABILITY PROCEDURES**

### **7.1 Program and Service Accountability**

FLSA salaried exempt employees are responsible to perform their work functions without regard to a set number of hours in a workday or workweek. Work schedules are based on the responsibilities of each salaried employee and the demands of the position which may fluctuate based on staffing, project demands, supervisory demands and workflow, and County/program priorities. herefore, a salaried employees work schedule is necessarily flexible taking into account, for example, meetings, field work, peaks and lows in work volume and responsibility, and other duty requirements dictating work or permitting absences outside established office or courthouse hours including evenings, weekends, and holidays as well as partial days off as opportunities permit.

### **7.2 Flex Time for Salaried Exempt**

Employees in the bargaining unit are FLSA salaried and exempt. Employees may flex time off with department head approval. Flex time procedures are in addition to the discretion of salaried employees with regard to work responsibilities and hours of work flexibility consistent with salary basis employment and recordkeeping requirements.

### **7.3 Job Performance and Misconduct**

As professional and management employees, the expectations and standards for job performance, loyalty, and dedication to the County, and for discipline are qualitatively and quantitatively different than those for subordinate, rank and file county workers. Members of the bargaining unit serve in leadership positions of considerable responsibility and act with indirect supervision and authority on behalf of the County. By virtue of these factors, traditional concepts of discipline and good cause are less applicable than fairness and forewarning of expectations and consequences. In instances where performance issues arise, the County will express expectations and consequences which the County may tailor to insure effective public service when employees fail to meet expectations, in an appropriate fashion to provide direction and forewarning about performance issues. Where misconduct is involved, discipline will be imposed in accordance with the relative rights, duties and procedures described in the Administrative Personnel Policies.

### **7.4 Pre-disciplinary Meetings**

In any pre-disciplinary meeting between the employee and the employer about matters which may result in discipline of suspension, demotion and/or termination, the employee shall have the

right to the presence of a Union representative; provided, however, that any Union representative selected must be capable of responding and attending within a reasonable period of time.

## **ARTICLE 8 - APPEALS**

### **8.1 Policy**

It is the policy of the County to encourage open and frank communications between its employees, supervisors, and managers regarding employment concerns, and to seek resolution of such concerns on a direct, person-to-person basis, without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and the employee's supervisor. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with the employee's supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow an appeal to be progressively considered as fairly and rapidly as possible.

### **8.2 Appeal Procedure**

An appeal is a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement.

At each step of the procedure set forth below, the appeal shall set forth, in writing, the nature of the appeal and the circumstances out of which it arose, the date of the occurrence of the alleged violation, the section or sections of the Agreement relied upon and/or claimed to have been violated and the remedy or correction sought.

Step 1: After having reviewed the matter verbally with the employee's Department Head, if the employee believes a formal appeal is necessary, then the employee shall file a written statement of the appeal with the employee's Department Head within twenty-one (21) calendar days from the occurrence or from when the employee reasonably should have had knowledge thereof. The Department Head shall respond to the appeal no later than five (5) workdays after the appeal is received.

Step 2: If the appeal remains unresolved the appeal shall within seven (7) workdays be submitted in writing to the Board of County Commissioners for consideration as an appeal of disciplinary action. Proceedings before the Board shall be conducted in accordance with the Administrative Personnel Policies. If the appeal concerns a non-disciplinary matter, it shall be directed to the Director of Human Resources for a decision.

Step 3: Arbitration. If the appeal remains unresolved ten (10) working days after the Board of County Commissioners issues its decision of a disciplinary appeal or of the Director of Human Resources in non-disciplinary appeals, the Union may submit the matter to an arbitrator within ten (10) calendar days thereafter in the following manner:

- A. A list of thirteen (13) Washington and Oregon arbitrators referred by the Public Employment Relations Commission shall be requested, and the parties shall alternately strike from the list until only one is left. The moving party shall strike the first name. The selection process shall be completed within five (5) calendar days from receipt of the list if possible.
- B. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of the Agreement or the Clallam County Administrative Personnel Policies. The arbitrator shall be limited to consideration of whether the decision by the Board of County Commissioners or the Director of Human Resources was arbitrary and capricious, or incorrect under the terms of the Collective Bargaining Agreement or the County's Administrative Personnel Policies. An "arbitrary" or "capricious" action means willful and unreasoning action, without consideration of facts or circumstances. Where there is room for two opinions, action is not arbitrary or capricious when exercised honestly and upon due consideration, even though it may be believed that an erroneous conclusion has been reached. An "incorrect decision" is one not supported by evidence in the record.
- C. The cost of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Days as used in this Article shall mean Monday through Friday, normal business days. Any or all time limits specified in the appeal procedure may be waived by mutual consent of the parties. An appeal may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved. An appeal will be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.

### **8.3 Time Limits**

If the County does not respond to an appeal within the specified time limit for the step, the appeal shall be deemed denied and may be appealed to the next step consistent with the applicable time limit. If an appeal is not presented or appealed to the next step within the specified time limit, it shall be considered waived. The time limit at any step may be extended by mutual agreement of the County and the employee or the Union.

### **8.4 Alternate Mediation**

By mutual agreement in writing and within seven (7) workdays of receipt of the response at Step 2, the parties may attempt to resolve the appeal through the use of a mutually acceptable mediator. Such mutual agreement shall suspend the timelines until such time as mediation can be completed. At any time during this process, either party may, by written notification, terminate the mediation process. If mediation is terminated, the appealing party has seven (7) workdays to

submit the appeal to the Board of County Commissioners according to Step 3 of the appeal procedure.

### **8.5 Construction and Binding Effect**

“Department Head” shall be construed to include elected officials who, under the Clallam County Charter, are subject to the County’s Administrative Personnel Policies and the related County Ordinance.

## **ARTICLE 9 - STRIKES AND LOCKOUTS PROHIBITED**

### **9.1 Prohibited Conduct**

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty, or initiate, cause, permit, participate, or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location. The County may deem prohibited conduct described in this paragraph as a voluntary quit and separate the employee from employment by personnel action and without due process, subject only to an appeal under Clallam County’s Administrative Personnel Policies. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any such rights by an off-duty employee shall be in the employee’s individual capacity.

### **9.2 Lockout**

The employer agrees not to lockout any individual during the term of this Agreement for any reason except for purposes of discipline, which shall then be subject to *Article 8, Appeals*.

## **ARTICLE 10 - BENEFITS**

### **10.1 Benefits**

Employees shall be afforded the non-salary benefit package as established and revised periodically by Clallam County as the standard benefit package for all of its non-represented employees, related to holidays, vacation, sick leave, medical leave, retirement, medical and health insurance, and other insurance and wellness plans. However, if a benefit described in this Article 10.1 is reduced below the level in effect on the date this Agreement is ratified, the County will bargain concerning the change as required by law.

### **10.2 Earned Leaves**

Vacation, sick leave and other leaves of absence provided for by law and County policy shall be granted in accordance therewith. Employees may cash out vacation as allowed under County policy with the 457 plan as an option consistent with IRS rules. Employees may carry over up to sixty (60) days of vacation from year to year; however, in no event may an employee receive

more than fifty (50) vacations days in pay in the event the County is obligated to pay in cash for any portion of the earned leave balance.

### **10.2.1 Sick Leave Cashout**

In lieu of County sick leave cashout policies, the following shall apply to bargaining unit employees:

1. In the event an employee leaves employment with fifteen (15) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to fifteen percent (15%) of the value of the employee's sick leave balance.
2. In the event an employee leaves County employment with twenty (20) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty percent (20%) of the value of the employee's sick leave balance.
3. In the event an employee retires with twenty-five (25) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty-five percent (25%) of the value of the employee's sick leave balance.

### **10.3 Health and Welfare Coverage**

During the life of this Agreement, the County will provide Health Care Insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

- Effective January 1, 2024, the County will pay up to one thousand two hundred eighty-five dollars (\$1285.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.
- Effective January 01, 2025, the County shall pay up to one thousand three hundred thirty-five dollars (\$1,335.00) monthly toward the medical, dental, vision, life, AD&D, time loss, dependent life, and/or disability waiver premium costs for benefits elected by the bargaining unit. Premium costs above this amount shall be paid by the employee by way of payroll deduction. This reflects a \$50 increase of the county's current medical contribution.

- Effective January 1, 2026, the County shall increase its monthly contribution by \$50 to one thousand three hundred eighty-five dollars (\$1,385.00).
- The County shall contribute \$25 monthly to an HRA VEBA.

The bargaining unit has elected:

Teamster Medical Plan Z

Teamster Dental Plan A

Teamster Vision Plan EXT

Both parties reserve the right to reopen this Article 10.3 concerning the cost of insurance benefits, plan design, and the employee and County share of the cost of insurance benefits. If reopened, the parties will schedule bargaining during the months of November and December or in a timely manner. Bargaining will occur between the County and AFSCME 1619-MP. The parties shall exchange proposals and data in advance and shall not be required to meet for more than one day of bargaining. The result of negotiations will be either an agreement reached by the parties in bargaining, or the agreement reflected in this article with respect to costs.

#### **10.4 Retirement**

The County shall provide the employees with whatever employee retirement benefits are required to be made by statute. The disposition of any future reductions in the employer's contribution to the PERS Retirement System will be subject to negotiations prior to the effective date of said reduction.

#### **10.5 Education Program**

Upon satisfactory completion of a job-related educational course when the employee who desires to take the course has prior written approval from the Department Head or Elected Official, the County shall reimburse for tuition fees for the program, subject to the availability of budgeted funds. The County may agree to compensate reasonable expenses incurred, including but not necessarily limited to textbooks required for such courses.

The County shall pay for a professional certification or license that is required by law, regulation, or a new job requirement, which license, or certification is identified in the employee's current job classification.

#### **10.6 Holidays**

Employees shall receive the fixed and floating holidays provided for in the County's Administrative Personnel Policies.

## **10.7 Length of Service Contribution**

To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Anniversary date beginning the 10<sup>th</sup> year of service with Clallam County – Sixty-five dollars (\$65.00) per month
- Anniversary date beginning 15<sup>th</sup> year of service with Clallam County – One hundred dollars (\$100.00) per month
- Anniversary date beginning 20<sup>th</sup> year of service – One hundred thirty-five dollars (\$135.00) per month
- Anniversary date beginning 25<sup>th</sup> year of service with Clallam County – One hundred seventy dollars (\$170.00) per month
- Anniversary date beginning 30<sup>th</sup> year of service with Clallam County – Two hundred five dollars (\$205.00) per month

\*\* This benefit does not stack

## **10.8 COVID-19 Vaccine Benefit**

Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week) who presents proof of completed COVID-19 vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holidays in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash-out value nor shall there be carryover of unused hours into the next calendar year.

# **ARTICLE 11 - COMPENSATION**

## **11.1 Wages**

As of July 1, 2024, employees shall be paid at the appropriate range and step of the Salary Plan attached as Appendix B, which represents the wage established for FLSA salaried and exempt County employees not represented through collective bargaining. The Appendix B schedule has been computed to reflect a three percent (3%) Cost of Living Adjustment (COLA) to the January 01, 2024, wage scale. The new July 1, 2024, wage scale shall be adjusted progressively as follows to reflect yearly COLA's:

- January 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- January 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment

The base salary provided for in this Article shall not be reduced during the term of this Agreement, provided however that if grant funding is reduced, the salary of bargaining unit employees whose position(s) are funded by the grant may be reduced as a partial layoff as necessary to maintain the grant funded program within revenues provided by the grantor. The hours of an employee so affected shall be reduced accordingly. (footnote remains in contract)

As a result of a 2018 salary study on Parks, Fair & Facilities that was not fully implemented the following shall occur:

The following 1619-MP members/positions shall be moved from a Range 56 to a Range 57 at the same step currently held:

Fair Manager – Shari Ioffrida  
 Park Manager – Arick Girard  
 Park Manager – John Graham

The following 1619-MP members/positions shall be moved from a Range 64 to a Range 65 at the same step currently held:

Administrative Operations Manager – Cynthia Hanson  
 Administrative Operations Manager – Mary Peterson  
 Court Operations Supervisor – Morgann Halencak  
 ER&R Manager – Brian Wahlsten  
 Facilities Maintenance Supervisor – Stoney Hutto  
 Juvenile Corrections Manager – Jeffrey Gowdy  
 Juvenile Services Court Services Manager – Kimberly Burns  
 Maintenance Supervisor – Bradley Archibald  
 Maintenance Supervisor – Justin McGinley  
 Maintenance Supervisor – Ricky Nichols  
 Senior Accountant – Lisa Liljedahl-Partridge

## **11.2 Step Placement**

The County shall implement the following step administration plan for those positions and salaries enumerated in the schedule attached. Department heads and elected officials may hold employees accountable for meeting written performance expectations set forth in job descriptions, evaluation and goal setting process and planning meetings or documents, and other clearly communicated written statements of expectation.

1. Step increases shall be based solely upon performance and shall not be granted unless supported by satisfactory employee evaluations. Evaluations of employees shall be conducted at least annually and shall be used as a factor in justifying annual step increases.
2. An employee shall be eligible for a step increase to be effective on the first day of the month following the twelve (12) month anniversary except when the anniversary falls on the first day of the month in which case the step increase shall be effective on that day.

### **11.3 Section 401(a) Plan Match**

The County shall match into a 401(a) plan elected by the employee an amount up to two percent (2%) of base salary provided the employee contributes a like amount into an IRC 457 or participates in the 401(a) match and save plan.

### **11.4 Out of Class Assignments**

The County will follow the County's Administrative Personnel Policies with respect to terms and conditions of employment not addressed in this Agreement.

### **11.5 Payroll Recordkeeping**

Employees will make entries and report activity using the County intra-net Employee Time Sheet (Activity Log) or other department specific system of records in accordance with County established policies. (Refer to County Administrative Manual section 220.50.1). [As an illustration, REGULAR means hours actually worked; VACATION, SICK, HOLIDAY, FLOATING HOLIDAY, and FLEX means hours not worked and taken as the noted form of paid time off; whenever a number of hours fewer than eight (8) is reflected as REGULAR, there shall be no reduction in pay nor reduction in the employee's earned leave balance for any day on which any regular hours are worked or for those days where hours are flexed off with department head approval as described in Article 7.2 of this Agreement.]

## **ARTICLE 12 - LAYOFF/RECALL AND SEVERANCE**

Written notice of a pending layoff shall be given to any regular full-time or part-time bargaining unit employee at least thirty (30) calendar days in advance of the effective date. Probationary employees may be laid off without prior notice. In the event the County lays off a bargaining unit employee in accordance with the Administrative Personnel Policies such employee laid off shall be provided notice as required by this Article, and shall be afforded the option to elect either (1) recall rights to the former position for twenty-four (24) months, or in the alternative, (2) a severance payment as a reimbursement of healthcare premiums paid by the laid off employee under COBRA or otherwise in an amount equal to the full cost of the medical plan only for six (6) months (that is, no payment shall be made for dental, vision, or any other insurance premium by the County) which shall be paid as a documented reimbursement (and therefore not subject to income taxes and withholdings) or paid up-front as part of the final pay check in lump sum which shall be subject to appropriate withholdings, and in addition to any compensation

associated with the thirty (30) day layoff notice period and medical payments provided for in this Article, the laid off employee shall receive three (3) months base salary in a lump sum payment.

### **ARTICLE 13 - FUTURE NEGOTIATIONS**

Negotiations on proposed amendments to this Agreement may be initiated at any time concerning such subjects as are mutually agreed by the County and the Union.

### **ARTICLE 14 - COUNTY'S POLICIES AND PROCEDURES**

#### **14.1 Application of County Policies Regarding Employment Issues**

The parties shall apply the County's Administrative Personnel Policies to resolve any matter not covered by this Agreement. Any change in these policies and procedures will be provided to the bargaining representative, in writing, prior to implementation.

#### **14.2 Reclassifications**

The parties recognize that Washington law requires bargaining concerning wages where material and substantial changes are made which increase the duties and responsibilities of a position and alter the character of the job and agree to cooperate and coordinate the bargaining and reclassification process as appropriate.

#### **14.3 Bargaining Over Changes in County Administrative Personnel Policies**

In the event the County proposes a change in the Administrative Personnel Policies which changes a mandatory subject of bargaining, the County shall notify the bargaining unit and provide notice of the proposed change. If the Union demands to bargain over a change which constitutes a mandatory subject of bargaining within fifteen (15) days of notice from the County, the parties shall bargain, which duty to bargain shall not extend beyond impasse.

### **ARTICLE 15 - SEVERABILITY AND SUPERIORITY**

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstances shall not be affected. If any portion is ruled invalid, the Union and the County shall meet and expeditiously proceed to negotiate a replacement provision.

### **ARTICLE 16 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions, and terms affecting unit employees in their employment relationship with the County shall be governed by Article 6 (Management Rights). The County and the Union for the life of

this Agreement each unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

Date Signed  
by Union: 7/3/24

Date signed  
by County: 7/2/24

THE WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES,  
LOCAL 1619-MP

CLALLAM COUNTY  
BOARD OF COMMISSIONERS

Mary Peterson  
Mary Peterson, Local President

Mike French  
Mike French, Chair

Tim Binschus  
Tim Binschus, AFSCME Representative

Excused  
Randy Johnson

Mark Ozias  
Mark Ozias

APPROVED AS TO FORM:

ATTEST:

Matt Lynch  
Matt Lynch, Employment Counsel

Loni Gores  
Loni Gores  
Clerk of the Board



## APPENDIX A - BARGAINING UNIT POSITIONS

### FLSA EXEMPT UPDATE

CLASSIFICATION	RANGE
Accountant	60
Administrative Operations Manager	65
Appraiser V – Chief Appraiser/Statistician	68
Building Official	68
Court Operations Supervisor	65
Database Analyst	70
Deputy Coroner Medicolegal Death Investigative Manager	66
Elections Manager	62
Engineer II (PE)	71
Environmental Health Manager	72
Equipment Rental & Revolving Division Manager	65
Facilities Maintenance Supervisor	65
Fair Manager	57
Food Service/Laundry Supervisor	60
GIS Manager	66
Habitat Biologist Manager	66
Jail Nurse Manager	84
Juvenile Services Court Services Manager	65
Juvenile Corrections Manager	65
Maintenance Supervisor	65
Mental Health Case Manager	63
Mental Health Court Manager	66
Network Services Manager	70
Noxious Weed Coordinator	60
Public Health Nurse Manager	72
Park Manager	57
Principal Planner	68
Public Works Project Coordinator	68
Senior Accountant	65
Transportation Program Manager	68
Utilities Program Manager	68

**APPENDIX B – WAGE SCALE**

PLACEHOLDER FOR NEW WAGE SCALE 2024-2026