

ISLAND COUNTY

and

WSCCCE - Local 1845

Labor Agreement - 2003 through 2005



WASHINGTON STATE
COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO



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A G R E E M E N T
By and Between
ISLAND COUNTY
and
LOCAL 1845

PREAMBLE

Island County, Washington, hereinafter referred to as the Employer, and Local 1845 of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, hereby set forth the entire Agreement between the Employer and the Union for the purpose of establishing wages, hours and conditions of employment, and to recognize the rights and responsibilities of the Employer, the Union and the employee.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time clerical and technical employees of the Employer excluding, elected officials, officials appointed for fixed terms, confidential employees, supervisors, superior court employees, sheriff's department employees, road and engineering department employees, deputy prosecutors, county extension service employees, also are excluded are all employees classified as temporary employees (which employment will not exceed six (6) months).

ARTICLE 2 - UNION SECURITY

- 2.1 It shall be a condition of employment that all employees of the Island County Courthouse bargaining unit who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing.
- 2.2 Employees in the Island County Courthouse bargaining unit who are non-members on the effective date of this Agreement and wish to maintain non-member status may remain non-members.
- 2.3 It shall be a condition of employment that all new employees hired into the Island County Courthouse bargaining unit after the effective date of this agreement shall, not later than the 30th day following their employment, become and remain members in good standing in the Union, or pay to the Union a service fee equal to a fair share contribution for representation.
- 2.3.1 Union security requirements shall not apply to Private Industry Council (PIC) employees during their subsidized employment. Once a PIC employee has completed the 6 month training period and has permanent status with the Employer, then Article 2, Section 3 above, shall apply.
- 2.4 If an employee for bona fide religious tenants, as per R.C.W. 41.56.122 (i) qualifies for non-member status, the employee shall transmit the amount of money equal to the current dues to a charity agreeable to the Employer and the Union.
- 2.5 The Union agrees to indemnify and save the Employer harmless against all claims, suits, or other forms of liability arising out of operation of this Article.
- 2.6 No action by the Employer shall be taken against any employee of the Bargaining Unit for failure to meet his monthly Union membership dues obligations, unless and until the Union certifies, in writing, to the Employer that said employee has not met the obligation imposed by this section. The Employer shall make the termination effective within ten (10) working days of receiving the written notification from the Union.

ARTICLE 3 - UNION MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union and the Employer.
- 3.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the President of Local 1845, a Staff Representative of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, the Board of County Commissioners, and as it affects the offices or departments of independent County officials, this Agreement is only effective when signed by that official, and the department so affected shall be bound for the term of the agreement.
- 3.3 This Agreement recognizes the independent authority of each of the following county officers over his office or department: the Assessor, the Auditor, the County Clerk, the Coroner, the District Court Judge, the Prosecuting Attorney, and the Treasurer. Each of these officers must individually agree to any provisions of this Agreement which relate to the working conditions within his office or department. All parties recognize the inability of the County Commissioners or another officer to bind a different county officer with respect to operations and conditions within his office or department.
- 3.4 Labor/Management Meetings: If the Union wishes to address issues in a department, the Union will request to meet with the Elected Official or Department Head with or without employees present, as agreed by the parties, to discuss Union concerns directly with Management. If Management has concerns it would like addressed by the Union the same procedure for setting a meeting will apply.
- 3.4.1 The need to address County wide or multiple department issues may be addressed either through a meeting with two or several Department Heads/Elected Officials or by presenting to the Department Head meeting through the Chair of that body. By setting up a meeting with managers or getting on the agenda for the Department Head meeting the Union can address County wide issues. Only a Department Head/Elected Official is able to affect issues of/in their department.
- 3.4.2 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:
- A. The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence is not admissible as provided in Evidence Rule 410.
 - B. Agreements or accommodations made in this process are not binding, do not modify the labor agreement, and do not establish a precedent or past practice.
 - C. The Union must make an appointment with management, establish an agenda of items to be discussed or raised and advise management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. In the case of an appearance at the Department Head meeting the Union will be placed on the agenda by the Chair and will have a specific time allotment during which questions may be asked and views exchanged. Management may have the Personnel Director and/or their Labor Representative present at the meeting. Employees may have a Union Representative present
 - D. Any discussion having an economic or budgetary impact must be approved by the BOCC.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1 The Provisions of this Agreement shall be lawfully applied to all employees in the bargaining unit. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.
- 4.2 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 4.3 The Employer agrees to allow the Union to use one designated bulletin board or portion thereof in offices and buildings where Local 1845 members perform work for the purpose of posting notices of Union meetings and other Union business. No material deemed defamatory or scandalous by the Employer shall be allowed , and the Employer may remove such material at its discretion.
- 4.4 Accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer for the purpose of investigating and discussing grievances provided the Union representative notifies the Employer of his presence and does not interfere in any way with the work of the employees. Such business will normally be confined to the employee's break and lunch periods and will be conducted in the employee's lounge or conference room, unless otherwise concurred by the Employer. The Employer agrees to provide a current list of employees covered by this agreement, including seniority dates, upon written request by the Union. Such request will not be more often than six months after the preceding request.
- 4.5 Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or American Federation of State, County and Municipal Employees, AFL-CIO; provided such time off without pay is requested with reasonable notice and does not interfere with the operations of the Employer. All such requests must be approved by the Employer.
- 4.6 Time off with pay for meeting(s) with the Employer regarding a formal grievance will be allowed, where the employee or Union President or designee's attendance is required as a part of the grievance procedure. The Union President and Vice President may use up to one (1) hour per week, non-cumulative, for incidental Union business without reduction in pay. Provided, however, such activities will not result in a disruption or delay of County business or failure to follow a supervisors directive regarding the allocation of work time. Employees designated by the Union (not more than 3) to attend contract negotiation meetings shall be excused form work and shall not be reduced in compensation. Provided, however, the foregoing shall apply so long as the County's workload can be performed without additional cost.
- 4.7 Each employee shall have a personnel file which may consist of multiple files and this collection of records will be known as the employee's personnel file. Personnel files, if not retained in the Personnel Department will be made available, at mutually agreeable times and dates, to employees, upon employee request, at the Personnel Department for their lawful inspection and comment as provided in RCW 49.12.250 and limited by RCW 49.12.260.

ARTICLE 5 - MANAGEMENT RIGHTS AND PERFORMANCE OF DUTY

- 5.1 Management Rights - All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular department (different departments may have

different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining; the right to use volunteers if a current bargaining unit employee is not displaced; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

- 5.1.1 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority; the provision of this contract which expressly and specifically surrender or limit management rights shall be narrowly construed.
- 5.1.2 The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender or limit management rights may be grieved.
- 5.2 Performance of Duty - During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in, in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Grievance Defined - A grievance shall be defined as a dispute or disagreement raised involving the interpretation or application of the specific provisions of this Agreement.
 - 6.1.1 A grievance shall be processed as set forth below, provided that the time limits may be extended for a specified period by mutual agreement of the parties in writing. For purposes of this Article, in computing any period of time prescribed or allowed by this grievance procedure, days shall be defined as any days the County is open for business Monday through Friday in any week under consideration. The day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. Any time period in the grievance procedure may be extended for a stated period of time by the written agreement of the parties. The use of emails shall satisfy notification timelines per this Article. Hard copies will be mailed within one day of the email notification.
 - 6.1.2 If the aggrieved party fails to advance the grievance to the next step in the grievance procedure within the specified time limit, the grievance shall be considered settled. If the aggrieved party does not receive a response within the specified time limit, he may advance the grievance to the next step.

- 6.1.3 It is agreed that in departments in which an independently elected official fills the Department Head position, the County Commissioners shall not review any grievance which concerns a matter or issue which is within the jurisdiction or authority of an independently elected County official. Under circumstances where the County Commissioners shall be skipped, the grievance shall proceed directly from the independently elected County official review to arbitration. If the grievance contains some matters within the jurisdiction of the County Commissioners and some within the jurisdiction of the independently elected County official, then only that portion of the grievance which is within the jurisdiction of the County Commissioners may be submitted to them.
- 6.2 Procedure
- 6.2.1 Step 1 - An employee who has a grievance shall informally submit it in writing to his supervisor within fifteen (15) days of its alleged occurrence. The supervisor shall provide an answer in writing to the grievant within fifteen (15) days after such presentation. Grievances may be submitted at a level other than the immediate supervisor whenever the supervisor asserts (s)he has no authority to inquire into and adjust the grievance.
- 6.2.2 Step 2A - If the grievance has not been settled informally and the grievant desires to appeal, it may be formally referred by the Union or the Employer, in writing, within fifteen (15) days, to the appropriate Department Head or Union official with a "copy of record" to the County HR Director. The written grievance shall set forth the nature of the grievance, the specific applicable provision(s) allegedly violated and the relief requested. A meeting may be held between the appropriate Department Head or elected official with the employee, the designated Union steward and/or Council 2 staff representative, and a written decision will be submitted to the grievant, with a copy to the Union within fifteen (15) days.
- 6.2.3 Step 2B - If the grievance was not settled in Step 2A, the grievant may refer the matter to the County Commissioners as outlined in Section 6.2.2 above, if appropriate. A meeting may be held between the County Commissioners or their designee, the employee, the representative Union steward and/or Council 2 staff representative, and a written decision will be given to the grievant with a copy to the union within fifteen (15) days.
- 6.3 Arbitration Procedure - If the grievance is not settled in accordance with the foregoing procedure, the grievant may refer the grievance to arbitration within thirty (30) days after receipt of the answer provided in Step 2. If the request for arbitration is not filed by the grievant within thirty (30) days, the party waives its right to pursue the grievance through the arbitration procedure. At any time and during any step of the grievance procedure, the parties may settle their differences by written agreement. Such settlement terminates the grievance procedure.
- 6.3.1 The Employer and the Union have agreed to a panel of arbitrators consisting of George Leleitner, Ross Runkel, and Tom Levak. Arbitrators from this panel shall hear grievances referred to arbitration in their order of appearance by rotation. Should the arbitrator in rotation not have any available dates within six (6) weeks of the date of request for their services, that arbitrator shall be skipped for that rotation and the next arbitrator shall be requested. It is the intention of the parties that hearings will be conducted within twelve (12) weeks of the request for arbitration.
- 6.3.2 The arbiter shall hold a hearing to receive relevant evidence submitted by both parties, and the arbiter shall be empowered to request such additional information as he deems relevant. Each party to the proceeding may call such witnesses as it deems necessary. The grievant shall have the burden of proof. The representative of each party may present opening and closing arguments. The hearing shall be closed to the public.
- 6.3.3 The arbiter shall have no right to amend, modify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by

the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted for arbitration.

- 6.3.4 No arbitrator shall give consideration or weight to any alleged past practice or other asserted condition of employment unless such alleged condition of employment has been developed or actively continued during this agreement, or has been reduced to writing by the duly authorized representative of the County. Any arbitration decision contrary to this section shall be null and void upon its receipt and shall not be enforceable regardless of the device an arbitrator may use to circumvent this Section or Article 22 or other provisions of this agreement limiting the authority of Arbitrators.
- 6.3.5 If the Employer prevails, the Union shall pay the fee and expenses of the arbitrator. If the Union prevails, the Employer shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. Each party shall pay any compensation and expenses for its witnesses or representatives. If either party requests a stenographic record of the hearing the cost of said record shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half of the stenographic cost. A party may make its own unofficial tape recording of the proceedings to be used solely as an aid to note-taking, at its own expense. By mutual agreement the parties may make an official transcript of the hearing using County recording equipment and providing a copy to each party and the Arbitrator.
- 6.3.6 No fine or other penalty may be imposed against the losing party.
- 6.3.7 The decision of the arbiter shall be final and binding on the parties; provided, that any party in its discretion may seek relief through lawsuit.
- 6.4 Nothing herein shall prevent an employee from seeking assistance of the Union, or the Union from furnishing such assistance at any stage of the grievance procedure.
- 6.5 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration award shall be made by the arbitrator which grants any right or relief for any period whatsoever prior to the execution date of this Agreement.
- 6.6 Election of Remedies - It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the grievant to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to pursue the matter through the grievance procedure.

ARTICLE 7 - HOLIDAYS

- 7.1 The following legal paid holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Veteran's Day
Independence Day	Christmas Day

- 7.2 In lieu of birthday and floating holiday Additional Annual Leave (AAL) has been provided at Section 8.6.
- 7.3 Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday and whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

- 7.4 Four Tens (4-10's) Holiday - Holidays shall be paid at eight (8) hours, employee may top up with annual leave or comp-time when available. In the alternative, the work week may revert to five eight's (5-8's) for the week of the holiday. The holiday week will be four tens (4-10's) or five eight's (5-8's) as the department schedules it.

ARTICLE 8 - ANNUAL LEAVE

- 8.1 Annual leave with pay shall be accrued by all full-time regular employees according to the following schedule:

<u>Years of Continuous Employment</u>	<u>Paid Annual Leave</u>
1 through 3 years	12 days
4 through 8 years	14 days
9 through 13 years	16 days
14 through 19 years	19 days
20 or more years	20 days

- 8.1.1 Vacation shall be accrued in accordance with the hours worked; i.e., employees working 35 hour work weeks shall accrue vacation at a rate of seven (7) hours = one (1) day.
- 8.1.2 Permanent part-time employees shall receive vacation on a pro-rata basis, that is the proportion of hours worked to a forty (40) hour week.
- 8.1.3 In no case may an employee with less than six (6) months of continuous employment be allowed to take paid annual leave.
- 8.1.4 Employees who have completed twenty (20) or more years of service with the Employer shall receive one (1) additional day of vacation for each year of service over twenty (20) years beyond the contractual vacation schedule.

Example: An employee who has completed twenty-five (25) years of service shall receive twenty-five (25) days of vacation with pay.

- 8.2 Annual leave shall normally be taken within the twelve (12) month period following accrual. Annual leave shall normally be taken within the twelve (12) month period following accrual. Annual leave may be accumulated to a maximum of thirty (30) days credit. Annual leave accumulated beyond this limit will be forfeited on January 1st each year, unless, the employee has submitted multiple requests for leave in writing, with ample notice for the consideration and granting of the request, and been denied by their supervisor. In the case of a denial as aforesaid the denied leave will not be forfeit for an additional 12 months from the date of last denial.
- 8.3 Annual leave shall be requested in at least five (5) day blocks by March 1 of each year for scheduling purposes. In the event of scheduling conflicts, the employee with the most departmental seniority shall be given preference of vacation time, subject to the needs of the department. Annual leave requested in less than five (5) day blocks, or requested after March 1, shall be approved on a first come, first serve basis, subject to the needs of the department. Written requests shall be approved or denied in writing within 15 working days of their receipt by the approving official.
- 8.4 Upon resignation or termination an employee will receive a lump sum for up to two hundred forty (240) hours of accrued but unused annual leave.
- 8.5 Donated Leave: Section 2.01.030 ¶ F. of the County Personnel Policy as revised 04/01/98 shall apply to unit employees.

- 8.6 Additional Annual Leave - In addition to the Annual Leave provided for in Section 8.1 above, each regular employee with six (6) or more months of County service will receive four (4) days of Additional Annual Leave (AAL) . Additional Annual Leave shall be scheduled in the same manner as annual leave. Additional Annual Leave is to be used during the calendar year and may not be carried from year to year or otherwise accumulated. [NOTE: The AAL is in lieu of floating and birthday holidays and business leave.]

ARTICLE 9 - SICK LEAVE

- 9.1 Sick leave with pay shall accrue to each full-time employee at the rate of one (1) working day of leave for each calendar month of the employee's active service. The total accumulation of sick leave shall not exceed one hundred twenty (120) days at full pay. Permanent part-time employees shall accrue sick leave in a proportionate amount as follows:
- A. employees working an eight (8) hour day - the number of hours worked each month divided by 174; and
 - B. employees working a seven (7) hour day - the number of hours worked each month, divided by 152.
- 9.2 Sick leave shall be granted to the extent of accumulated hours, but only when the employee is required to be absent from work for the following reasons:
- 9.2.1 Sickness or disability, including maternity, which renders the employee unable to perform the required duties;
 - 9.2.2 Exposure to a contagious disease when attendance at work would jeopardize the health of others;
 - 9.2.3 Scheduled medical/dental appointments; and
 - 9.2.4 Illness by a person other than the employee when the illness is covered by the County's current FMLA Policy permitting sick leave use or is otherwise a statutory use of sick leave.
- 9.3 After three (3) consecutive days sick leave, it shall be the employee's responsibility, if requested, to submit to the department head a letter from the attending physician stating the condition of the employee and the probable date the employee will be able to return to work.
- 9.4 Abuse of sick leave may result in disciplinary action up to and including termination using the following procedure:
- 9.4.1 The Employer shall consult with the employee regarding the alleged abuse with notification to the Union.
 - 9.4.2 Disciplinary action may result from any further abuse. The Union and the employee shall be notified in writing of such disciplinary action.
- 9.5 If any holiday falls within the days of illness, it shall not be charged against the sick leave of the employee.
- 9.6 The employee shall be compensated in cash for 50% of his unused sick leave upon retirement, involuntary termination except as stated below, voluntary termination, and 100% compensation shall be made to employee's beneficiary in event of death, and shall be payable in one lump sum on the employee's last paycheck. No compensation shall be made for unused sick leave accrued by employees who have been terminated as a result of disciplinary action or who resign because of pending disciplinary action.

ARTICLE 10 - JURY DUTY

- 10.1 An employee shall be granted leave with pay while required to perform Jury duty; provided however, the amounts of pay shall be difference between the employee's regular salary and the amount he is entitled to receive as a result of jury duty. Accrued leave may be used by the employee for court appearances that are not job related.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 Leave Without Pay - Leave of absence without pay for a defined period of time may be granted to an employee by the Employer for a period not to exceed six (6) months. After thirty (30) days an employee's seniority shall be adjusted by the amount of leave taken.
- 11.1.1 Any request for leave of absence shall be in writing by the employee to his immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.
- 11.1.2 Authorization for leave of absence shall be given to the employee in writing from the Employer.
- 11.1.3 Any leave without pay beyond six (6) months duration must have the approval of the Employer for good cause shown.
- 11.2 Military Leave - Military leave for a period not to exceed fifteen (15) working days each calendar year shall be compensated as determined by R.C.W. 38.40.060. Any working days taken beyond fifteen (15) for military purposes shall be charged against annual leave.
- 11.3 Funeral Leave - Funeral leave shall be allowed as provided in Section 2.01.039 of the County Personnel Policy revised 04/01/98.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.1 The normal work week for regular full-time employees shall consist of forty (40) hours. The normal work scheduling shall be set by the employer. Any schedule change lasting thirty (30) consecutive days or more to an employees normal work schedule shall be mutually agreed upon between the Union, the employee and the Employer, except;
- A. in case of an emergency; or
 - B. in case the Union, the employee and the Employer cannot reach Agreement within thirty (30) days from the date the Union received notice of the change, the Employer shall have the right to make the change. Should the change be implemented the Union may during the next 90 days continue to search for an agreeable solution through the Labor/Management process in section 3.4.
 - C. a change in schedule as provided above shall not be considered a "lay off" under Article 18.
- 12.2 The Employer shall establish the work schedule. For the duration of this Agreement the normal hours of work and schedule shall be as existed prior to signing this Agreement, subject to the provisions of 12.1 above.
- 12.3 The Employer will authorize either a one hour or one-half hour unpaid lunch period as required to meet operational staffing requirement. Lunch periods will normally be taken at mid-shift unless otherwise arranged. See 12.9 regarding SB 6054.

- 12.4 Each employee shall be allowed two fifteen (15) minute breaks for each eight hours of work. One fifteen minute break during the first four (4) hours of work and one fifteen minute break during the last four (4) hours of work. See 12.9 regarding SB 6054.
- 12.5 When the Employer requires the employee to work overtime the employee shall be compensated at the rate of time and one-half his regular straight time rate of pay for hours worked in excess of forty hours in any week as determined by the Fair Labor Standards Act.
- 12.5.1 In lieu of overtime pay, compensatory time may be agreed upon between the employee and the Employer. Compensatory time requests shall be made each time overtime is worked. If compensatory time is agreed upon, such time normally shall be used within the three (3) pay periods following the pay period in which it is earned. The parties may agree to a longer period of time but if agreement cannot be reached, the compensatory time must be taken within the next three (3) pay periods as stated above. Accrued but unused comp-time shall not be forfeited and all unused comp-time shall be converted to cash if not used as provided herein.
- 12.5.2 Employees who are required by their supervisor to report to work during a day which is proclaimed as a holiday by the Island County Board of Commissioners shall be compensated at the rate of time-and-one-half for all hours actually worked on that designated holiday.
- 12.6 Call Backs - When an employee has completed his/her regularly scheduled shift or work week and is called back, the employee shall be paid at the rate of one and one-half times his/her regular rate of pay for actual hours worked; provided that if the employee is called back and subsequently sent home for lack of work, he/she shall receive a minimum of two hours of pay at the regular rate of pay.
- 12.7 This Article 12 shall be modified as necessary to allow for the uninterrupted and efficient operation of the District Court as decided from time to time by the Judge of that Court.
- 12.8 Employees may be assigned as part of their essential (i.e.: indispensable) duties to carry with them and respond to an official Employer provided pager during nonworking hours.
- 12.8.1 Assignment of the pager shall be rotated among all qualified employees on a weekly basis such that no one employee is compelled to be available for two consecutive weeks. Qualified employees may voluntarily accept consecutive weeks by agreement with the Employer or among themselves. Generally all qualified employees will be assigned the pager responsibilities in rotation prior to an employee being again assigned.
- 12.8.2 An employee who is assigned the pager will be paid \$35.00 per week on such assignment. Should an employee be excused from such assignment once commenced the replacement shall receive the \$35.00 and not the excused employee, regardless of the number of days the excused has had the pager. (\$40.00 effective 1/1/03 and \$45.00 effective 1/1/04).
- 12.8.3 By majority vote of affected employees in any Department the payment required by §12.8.2 will be substituted with the award of comp time on the basis of 2 ¾ hours (at straight time) of comp time for each week of assignment. Comp time awarded in one calendar quarter must be used in the next calendar quarter. (3 ¼ hours effective 1/1/03 and 3½ hours effective 1/1/04).
- 12.9 The Union and Employer acknowledge the passage of SB 6054 and hereby agree that for purposes of such legislation no employee shall be "required" to work without a break or lunch unless such employee has specifically made a request to their supervisor for a lunch or rest break and been denied an opportunity to take a rest break or lunch period. Employees not "required" to work without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Whenever an employee is paid for all hours between the time they begin work and the time they stop work lunch and rest breaks

shall be deemed to be intermittent and in compliance with SHB 6054. Employees required to work without rest breaks or lunch may grieve such actions by the Employer.

ARTICLE 13 - OUT OF CLASS PAY

- 13.1 An employee who is temporarily assigned work in a higher classification within the bargaining unit and in fact performs the full scope of work of the higher classifications for a period of four (4) consecutive work weeks or more, shall be paid at the rate of pay assigned to the higher classification for all hours thereafter actually worked in the classification.
- 13.2 An employee who is temporarily assigned to cover the position of an absent employee in a higher classification within the bargaining unit and in fact performs coverage of the assigned work of the higher classifications for a period of forty (40) consecutive working hours or more, shall be paid a premium of 5% for all hours covering the position.
- 13.3 Sections 13.1 and 13.2 will never be compounded or accumulated, however, 13.1 may occur following a period 13.2 or vice versa.

ARTICLE 14 - MILEAGE, TRAVEL EXPENSE

- 14.1 Employees required to use their private cars in performance of their duties and responsibilities shall be reimbursed at the rate effective after ratification, as established by the Board of County Commissioners from time to time for non-bargaining unit County Employees.
- 14.2 Effective after ratification employees required to travel out of the County in the performance of their actual duties and responsibilities shall be reimbursed for actual expenses, at the rate established, and changed from time to time in the County Code, for non-bargaining unit employees. Employees shall provide receipts for reimbursement of these expenses. This section shall be interpreted and applied pursuant to the County Personnel Policy regarding travel and reimbursement to be attached to this Agreement upon adoption by the County.
- 14.3 Employees will receive travel time as work time when such is mandated by F.L.S.A. Payments so required shall be in accordance with the work week - overtime - comp time practices of the Employer.

ARTICLE 15 - HEALTH AND WELFARE

- 15.1 The County will participate in WCIF. The County will pay for employees an amount equivalent to the premium for the Group Health Options plan as herein provided.
 - 15.1.1 The relationship between the premium paid by the Employer and that paid by the employees will be maintained should premiums be increased or decreased during the life of this agreement. Effective July 1, 1999 eligible employees will pay 15% of the cost of providing the County's plan of Health and Welfare coverage. Employees may decline coverage as long as there is no adverse impact on the ability of the County to continue to provide the plan to other County employees. Those employees who decline coverage will not receive payment in lieu thereof.
 - 15.1.2 The County may, upon 30 days notice to the Union, change the provisions related to the scope of plan benefits or the administration of the plan. Should the County change the basic schedule of benefits, such change of benefit schedule shall, in the main components of the new schedule of benefits, be comparable to the schedule of plan benefits provided prior to the County's change.
 - 15.1.3 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.

- 15.1.4 **Medical Advisory Committee.** The County shall recognize a medical advisory committee of County employees for the specific purpose of reviewing, modifying or substituting a medical plan provided in Section 15.1. The Union shall give advance notice of such committee formation and shall designate one or more of its bargaining unit members to attend and participate in any multi-union advisory committee meetings that could impact members of the bargaining unit. In the event the Union shall create such a committee, the County, through the HR Department, shall provide plan orientation, costs and related information on a mutually agreeable basis. The County will give serious consideration to any comprehensive recommendation from the committee, with the understanding that a single county-wide plan containing coverage for retirees as required by Statute is the objective of the County.
- 15.2 **Vision and Dental** - Employees may elect to purchase family coverage for vision and dental insurance through the Washington State Council of County and City Employees Trust through a payroll deduction of the entire premium amount which cost shall be set by the Trust.
- 15.3 Bargaining unit employees shall participate in the County Wellness Incentive Plan on the same basis as non-unit employees. The Employer reserves the right to amend or terminate the program at any time.

ARTICLE 16 - OUTSIDE EMPLOYMENT

- 16.1 In the event that an employee is employed by another employer or self employed and the position is within the scope of duties of those performed by Island County, the employee shall be required to submit a statement to the Employer containing the nature of such employment. In no event shall an employee engage in outside employment which could constitute a conflict of interest with Island County.

ARTICLE 17 - PROMOTION AND TRANSFER

- 17.1 **Job Openings:** Whenever a permanent full-time or part-time opening occurs within the bargaining unit, a notice of the opening shall be posted in all county departments. The notice shall list the qualifications required for the position, the rate of pay, and the benefit levels of the position. There is no opening when the employer has determined to retain the incumbent employee filling a part-time position which increases in hours.
- 17.2 Any qualified employee is eligible to apply for any job opening. Filling openings from within is desirable when any employee has the qualifications and abilities necessary for the positions in question; however, the employer in its discretion may fill the opening from outside as the employer deems appropriate. The employer in its discretion shall determine the qualifications and abilities for the position.
- 17.3 Whenever an opening is filled from within, pursuant to 18.1 or 18.2, and the chosen employee has at least two (2) years of County service, then the chosen employee may, at his/her option, return to her/his just vacated position without loss of departmental seniority, during the first fifteen (15) calendar days of work at the new position. After the expiration of the first fifteen (15) calendar days, Article 18 shall apply.

ARTICLE 18 - LAYOFF AND RECALL

- 18.1 **Layoff** - The Employer retains as a management right the authority to decide that a layoff shall occur, including but not limited to whether the layoffs are within or without the collective bargaining unit, within which department the layoffs shall occur, which classifications within a particular department shall be laid off, the length of the layoff, and the number of persons effected by the layoff. This management right is not subject to the grievance procedure of this Agreement. This provision shall be liberally construed to effectuate its intent of protecting the authority of the Employer concerning the decision to lay off, and in case of conflict between this subsection and any other provision of this Agreement, this subsection shall prevail.

- 18.1.1 Layoff by classification within the effected department shall be based upon seniority, the least senior employee to be laid off first; provided however, all temporary employees shall be laid off first. There shall be no seniority protection for the first two year(s) of employment with the particular department. Regular employees who have complete two (2) years of County service will receive seniority protection for purposes of this Section 18 after six (6) months of service in a particular department. Further, if such employee should be laid off during said first six (6) months of service in a particular department, they may return to the department from which they most recently transferred and fill any vacancy for which they are fully qualified, rather than be laid off. Should an employee revert to a former department, pursuant to the foregoing, they must elect to remain in the position occupied rather than be laid off, or accept the lay off after two (2) months of work in the reverted department, unless the reverting department head waives the necessity to make such election.
- 18.1.2 In the event of a reorganization of County departments an employee being displaced may follow the work to available positions by seniority. Employees who transfer to a new department will retain their old department seniority for purposes of the transferred work and will accumulate department seniority in the new department from the date of transfer.
- 18.1.3 An employee who has been laid off may bump a less senior employee in the same department in a lower classification whether or not the employee holds previous status; provided he/she is qualified, in the Employer's opinion, to perform the work and has greater seniority.
- 18.1.4 Seniority for layoff and recall purposes only shall be based on an employee's date of hire with a particular County department. Seniority cannot be accumulated when an employee transfers from one department to another. Less than full-time employees shall accrue seniority at a pro-rata basis of a forty (40) hour week.
- 18.1.5 When an employee is involuntarily reduced in hours of employment and such employee has departmental seniority greater than another employee in the same department and such employee is qualified in the opinion of the Employer to perform the duties of the less senior employee, then the senior employee shall be given the work of the junior employee at the wage rate of the junior employee up to the full number of hours the reduced employee was working before the reduction. PROVIDED, the junior employee may not be forced to work fewer than twenty (20) hours per week because of this section.
- 18.2 Recall - The Employer retains as a management right the decision to decide that a recall shall occur, including but not limited to whether the employees recalled shall be within or without the bargaining unit, for which departments employees shall be recalled, which classification within a department shall be recalled, how soon the recall shall occur, and the number of employees or position subject to the recall. This provision is not subject to the grievance procedure of this contract. This provision shall be liberally construed to effectuate its intent of protecting the authority of the Employer concerning the decision to recall, and in case of conflict between this subsection and any other provision of this Agreement, this subsection shall prevail.
- 18.2.1 Employees laid off shall be placed into a Layoff Pool for up to three (3) years, provided, they advise the County Personnel Director on each anniversary of their layoff that they wish to remain in the pool. Employees in the Layoff Pool will be recalled to open or available positions within the jurisdiction of the Union PROVIDED, the employees to be recalled must possess the qualifications, skills, and abilities in the Employers opinion, enumerated in the most recent Island County Position Analysis Questionnaire and Job Description for the position and is the most senior (County service) employee in the Layoff Pool meeting the needs of the available position. Once recalled to a position the employee will no longer be considered laid off and will no longer have rights to any subsequent opening except through transfer between departments.

- 18.2.2 The laid off employee shall keep the Employer informed of his current address. The Employer fulfills its duty by giving notice to the last known address of the employee. The employee, within ten (10) days of the Employer's notice must give the department head notice in writing that the employee accepts the offer to be recalled, and the employee must report to work not later than seven (7) days after his acceptance of the recall offer: provided, that the Employer in its discretion may allow the recalled employee a longer period to report to work.
- 18.2.3 An employee who is recalled shall assume previous seniority and increment dates adjusted for time laid off.
- 18.2.4 An employee who is recalled shall assume the previous rate of vacation accruals.
- 18.2.5 An employee who is recalled shall assume the previous sick leave accruals.

ARTICLE 19 - DISCIPLINE

- 19.1 The Employer retains the right to discipline, suspend or discharge any employee. The employee shall have the right to have a shop steward or representative of the Union present at any interview with management which might result in disciplinary action, upon the employee's request and stewards availability.
- 19.2 No employee may be discharged or suspended without pay solely for the following types of misconduct without at least two prior written warnings within the previous 3 years:
- Tardiness
 - Absenteeism
 - Inappropriate dress or grooming
 - Rudeness to the public
 - Incompetence or poor work performance.
- 19.3 The Employer shall provide a copy of any written reprimand to the employee. All performance related documents shall be retained in an employee's personnel file. Performance related documents put into a personnel file will be brought to the attention of the employee within 10 working days and shall be signed by the employee. Any complaint about an employee or employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected employee for response and, together with the employee response, placed in the employee's personnel file.

ARTICLE 20 - WAGES

- 20.1 Wage rates and classifications shall be as provided in Appendix A. The 2003 wage table shall be effective retroactive to January 1, 2003. The 2003 retroactive wage increases or other payments shall only be made to employees actively on the payroll on the date of ratification of this agreement. No employee's pay shall be reduced by application of Appendix A.
- 20.2 The parties recognize that during the 2003-2005 contract term the wage table was revised to enhance retirement averaging by the elimination of steps beyond step 11. This permits a 30-year employee to have a full 5 years of pay at the top step. The Union agrees this revision is preferable for retirement enhancement.
- 20.3 Effective January 1, 2004 the wage table for 2004 in Appendix A shall be used.

- 20.4 Effective January 1, 2005 the wage table for 2005 in Appendix A shall be used.
- 20.5 It is agreed that in the event the County shall increase wages for unrepresented staff by a greater percentage than the total increase granted in this agreement the Union may open this agreement for further discussion on wages.

**ARTICLE 21 - CLASSIFICATION PLAN/PAY GRADES -
NEW POSITIONS AND REVISIONS OF EXISTING POSITIONS**

- 21.1 Requests for revisions in the pay grade of any position or requests to determine the pay classification of a new position shall be made in writing to the Board of County Commissioners by the Elected Official/Department Head, or by an employee through same, to be submitted to the Board of County Commissioners through the Human Resources Director. Requests for revision in pay grade shall NOT be accepted more frequently than once per year for a particular position. Employee initiated requests for reevaluation of their position shall be forwarded to the Human Resources Director within 45 days of the employee turning in the request to their Elected Official/Department Head.
- 21.2 All requests must contain the following support for the request, and comply with Personnel Policy Manual Section 2.01.048 (or its successor after meeting RCW 41.56 obligations) outlining Personnel Action Procedures.
- 21.2.1 A completed POSITION ANALYSIS QUESTIONNAIRE (PAQ) that accurately reflects the current education required, essential duties, responsibilities and activities of the position to be classified or reclassified.
- 21.2.2 The PAQ for reclassification based on educational requirements must clearly state what additional required education has been completed since the original classification. A copy of the RCW or similar documentation indicating the change in educational requirements must be attached.
- 21.2.3 A request for reclassification based on a change in duties must clearly state in the PAQ what the new or additional duties are and why they have been required. This PAQ statement shall be in two columns showing the old circumstances in the left column and the changed circumstances in the right-hand column directly opposite so that the differences are readily apparent.
- 21.2.4 A detailed statement from the requester as to the impact on the department budget if such classification or reclassification were granted.
- 21.2.5 Any other factors the requester wishes the Commissioners to consider.
- 21.2.6 From the side-by-side PAQ a new Summary Job Description will be prepared by the Human Resources Department or Department personnel as directed by the Board of County Commissioners.
- 21.2.7 All completed items required by this sub section 21.2 shall constitute the minimum documentary support necessary to submit a position for evaluation or reevaluation.
- 21.2.8 Submissions not meeting the minimum documentary support required in this sub section will be returned to the requester.
- 21.3 Completed requests will be evaluated, by the Board of County Commissioners, using the same criteria as was used in the original grid. This includes notice to the Union President and referral to a classifying Committee designated by the Board of County Commissioners, comparing the duties and responsibilities of positions already assigned to the proposed pay grade, and the next higher and the next lower pay grade. This procedure will be followed unless the Board of County Commissioners formally acknowledges the new grade to be clearly justified on the basis of received documentation and that referral to a classifying committee would be a waste of public money.

- 21.4 The recommendation of the classifying committee shall be provided directly to the Board of County Commissioners.
- 21.4.1 A preliminary classification assessment will be made by the Board of County Commissioners. The Board will notify the Union and review the preliminary classification with union representatives if review is requested, and with the appropriate Elected Official/Department Head to determine the appropriateness of the preliminary classification.
- 21.5 After the preliminary classification has been reviewed the Board may reassess the position directly, or by referring the matter back to the classifying Committee when appropriate, taking into consideration the concerns, if any, raised or expressed by the department head or union regarding the preliminary assessment. A final classification report shall then be issued by the Board of County Commissioners to the Human Resources Department.
- 21.6 Upon receipt of the final classification report from the Board of County Commissioners, the Human Resources Department will process the Personnel Action Authorization Form and set same for Hearing. If the position is a new position replacing an existing position the old position and number may be eliminated by the Board of County Commissioners by notification, through the Personnel Director, to the Auditor's office who maintains the position roster for the Board of County Commissioners and upon such notice the position will be removed from the roster of active County positions or maintained as a reserve position for later use by the department whenever authorization is received for reactivation.
- 21.7 Progression from a position in a lower grade to a position of the same title at a higher grade within a department or unit of the county shall not be automatic except where the department has a written progression system that: (1) has increasing responsibilities or training that are objectively measured; (2) is in the best interest of the county; and (3) has been formally approved by the Board of County Commissioners as a progression system for the affected county department or unit. As of the commencement of this Agreement only County Assessors are covered by a progressive system from apprentice through Assessor III.
- 21.8 When the Board of County Commissioners has received evidence that the responsibilities of a position have been reduced and such reduction in responsibilities results in an inequity for the assigned pay grade the Board of County Commissioners may require a position to be re-evaluated to ensure equity with other County positions. If the re-evaluation cannot be accomplished after a reasonable time due to lack of timely cooperation in providing the detailed information in conformity with subsection 21.2 above, then the position may be classified as a pay grade four (4) until such time as the re-evaluation is completed. When bargaining unit persons are affected by a reduction, such reduction shall only be effective after consultation with the appropriate bargaining unit representative.
- 21.9 Upon completion of all the steps provided in sections 21.1 through 21.8 should a dispute regarding the proper wage grade of a bargaining unit member persist such dispute will be referred to a committee consisting of the Union's Regional Representative and the County's Compensation Consultant who shall resolve the dispute by making a recommendation to the Board of County Commissioners using principles consistent with the purpose of fairness to like positions that have been evaluated and are not in dispute. Deadlocks maintain the status quo. Absent a gross injustice the recommendation of the Committee will be adopted by the Board of County Commissioners. This method of settling pay grid disputes shall be the exclusive method excluding all other possible remedies or procedures under this Agreement or law.

ARTICLE 22 - ENTIRE AGREEMENT

- 22.1 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. The parties agree that no oral or written statement shall add to or supersede any of the provision of this

Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to, amend or supplement at any time period.

ARTICLE 23 - SAVINGS CLAUSE

- 23.1 It is the intent and understanding of the parties that this Agreement is consistent with existing federal and Washington State statutes, administrative regulations and decisional case law. In the event of any inconsistency, the applicable statute or law shall prevail.
- 23.2 If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the portions of this Agreement not affected thereby shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of replacement consistent with the intent of the total Agreement.

ARTICLE 24 - DURATION

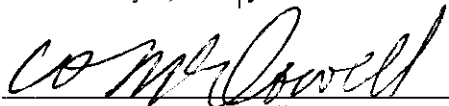
- 24.1 This agreement shall become effective as of the date of adoption by the Board of County Commissioners except for provisions with a specified earlier effective date and shall be for a term of three (3) years January 1, 2003 through December 31, 2005.

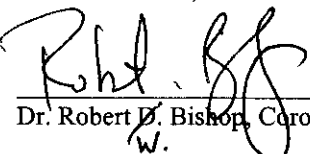
Dated this 25 day of AUGUST, 2003.


For the Employer
Elected Officials of
Island County, Washington


William J Byrd, County Commissioner



Sharon Franzen, Island County Clerk

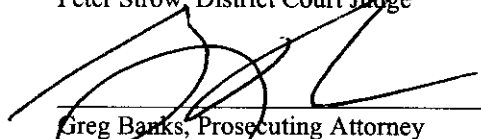

William "Mac" McDowell,
County Commissioner

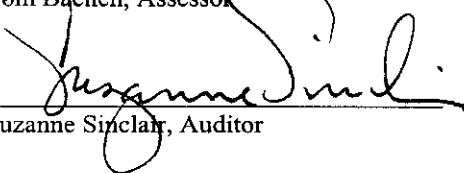

Dr. Robert D. Bishop, Coroner



Mike Shelton, County Commissioner


Peter Strow, District Court Judge

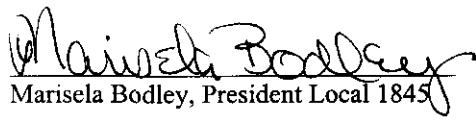

Tom Baenen, Assessor

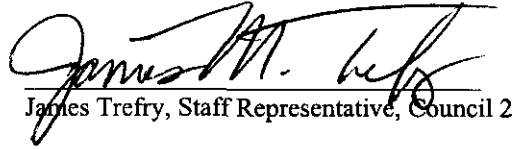

Greg Banks, Prosecuting Attorney


Suzanne Sinclair, Auditor


Linda Riffe, Treasurer

For the Union
Local 1845, WSCCCE
Council 2, AFSCME, AFL-CIO


Marisela Bodley, President Local 1845


James Trefry, Staff Representative, Council 2

APPENDIX A

Classifications and Wages

Grade	Position Title	Grade	Position Title
14	Hydrogeologist	8	Program Admin./Segregations Program Admin./Sr. Citizens Voter Registration Deputy Deputy Clerk II Program Officer I DES Deputy Director Administrative Assistant Parks/GSA Technician Secretary/Administrative Assistant Planning Tech II Paralegal/Legal Assistant II
13	Principle Planner/Planner 4	7	Indexing Deputy/Records Clerk Deputy/Licensing Deputy Auditor/Auditing Deputy Clerk I Court Clerk/Dist. & Mun. Department Assistant Risk Management Admin. Asst. Public Defense Assistant Probation Aide Vital Statistics Personal Health Technician Accounting Tech Nursing Coordinator Assistant Environmental Health Assistant Planning Tech I Paralegal/Legal Assistant I
12	Programmer/Analyst Environmental Health Specialist III Public Health Nurse III Senior Planner Lead Plans Examiner/Building Inspector	6	Appraiser Trainee Cartographer Assistant Department Support Assistant Custodian Department Assistant WIC/Clerk Certifier Administrative Assistant/ Land Use Review
11	Appraiser- Level 3 Personal Property Deputy Network Administrator Public Health Nurse II Environmental Health Specialist II Public Health Coordinator Associate Planner Plans Examiner/Building Inspector II	5	Support Clerk Vault/Microfilm Clerk Department Assistant
10	Appraiser - Level 3 Elections Administrator Recording Manager Auto License Manager/Supervisor Sr. Micro-Computer/Software Technician Probation Officer II GSA Program Coordinator Juvenile Probation Counselor Plans Examiner/Building Inspector I Administrative Assistant	4	Switchboard Operator Mailroom Clerk
9	Appraiser -Level 2 Deputy Auditor/Auditing Manager Micro Computer Support Tech Death Investigator Information and Records Manager Human Services Contract Support Coord. Maintenance Tech Deputy Treasurer Office Manager-Central Services		
8	Appraiser- Level I Cartographer/Cadastral Mapping Supervisor Program Admin./Networks/Software		

- A.2 Additional Understandings regarding the operation of Appendix A Wage Grid.
 - A.2.1 The Employer may, from time to time, add positions to this grid. The new position(s) shall be evaluated by the Employer, using the same method as the initial grid, and after evaluation, the position shall be placed on the grid and the Union shall be so notified.
 - A.2.2 The Employer may, from time to time, delete positions it no longer intends to fill.
 - A.2.3 The Employer shall adopt a new position titling system that shall incorporate the pay grade from the grid in Appendix A (i.e.: Planner 4 - Principle Planner will become Planner - Grade 13).
 - A.2.4 Employees receiving a wage above the appropriate Appendix A rate for the classification they are working in SHALL NOT be reduced and shall be increased to the appropriate wage whenever, during the life of this Agreement, the appropriate Appendix A wage rate exceeds the wage then being received by such employee.
 - A.2.5 All rates in Appendix A are for full-time employees (except where noted otherwise), and such rate(s) will be prorated down for workweeks of less than 40 hours per week.
- A.3 Wage rates effective January 1, 2003 for employees employed on the date of Union ratification.
See wage table A1 attached.
- A.4 Wage rates effective January 1, 2004
See wage table A2 attached

A-1 WAGE TABLE 2003

2003	Entry	At 6 Months	At 2nd Yr	At 3rd Yr	At 6th Yr	At 9th Yr	At 12th Yr	At 15th Yr	At 18th Yr	At 21st Yr	At 26th Yr
	183	365	730	1825	2920	4015	5110	6205	7300	8760	
StepsGrade	1	2	3	4	5	6	7	8	9	10	11
Increments	90%	95%	base	2.50%	2.50%	2.50%	1.75%	1.75%	1.75%	1.50%	3.00%
4	\$ 1,738.98 \$ 10.03	\$ 1,835.59 \$ 10.59	\$ 1,932.21 \$ 11.15	\$ 1,980.51 \$ 11.43	\$ 2,030.02 \$ 11.71	\$ 2,080.77 \$ 12.01	\$ 2,117.19 \$ 12.22	\$ 2,154.24 \$ 12.43	\$ 2,191.94 \$ 12.65	\$ 2,224.82 \$ 12.84	\$ 2,291.56 \$ 13.22
5	\$ 1,872.76 \$ 10.81	\$ 1,976.80 \$ 11.41	\$ 2,080.84 \$ 12.01	\$ 2,132.86 \$ 12.31	\$ 2,186.19 \$ 12.62	\$ 2,240.84 \$ 12.93	\$ 2,280.05 \$ 13.16	\$ 2,319.96 \$ 13.39	\$ 2,360.55 \$ 13.62	\$ 2,395.96 \$ 13.83	\$ 2,467.84 \$ 14.24
6	\$ 2,006.52 \$ 11.58	\$ 2,117.99 \$ 12.22	\$ 2,229.47 \$ 12.86	\$ 2,285.21 \$ 13.19	\$ 2,342.34 \$ 13.52	\$ 2,400.89 \$ 13.85	\$ 2,442.91 \$ 14.10	\$ 2,485.66 \$ 14.34	\$ 2,529.16 \$ 14.59	\$ 2,567.10 \$ 14.81	\$ 2,644.11 \$ 15.26
7	\$ 2,140.30 \$ 12.35	\$ 2,259.20 \$ 13.04	\$ 2,378.11 \$ 13.72	\$ 2,437.56 \$ 14.07	\$ 2,498.50 \$ 14.42	\$ 2,560.96 \$ 14.78	\$ 2,605.78 \$ 15.04	\$ 2,651.38 \$ 15.30	\$ 2,697.78 \$ 15.57	\$ 2,738.24 \$ 15.80	\$ 2,820.39 \$ 16.27
8	\$ 2,340.95 \$ 13.51	\$ 2,471.00 \$ 14.26	\$ 2,601.05 \$ 15.01	\$ 2,666.08 \$ 15.38	\$ 2,732.73 \$ 15.77	\$ 2,801.05 \$ 16.16	\$ 2,850.06 \$ 16.45	\$ 2,899.94 \$ 16.73	\$ 2,950.69 \$ 17.03	\$ 2,994.95 \$ 17.28	\$ 3,084.80 \$ 17.80
9	\$ 2,541.60 \$ 14.67	\$ 2,682.80 \$ 15.48	\$ 2,823.99 \$ 16.30	\$ 2,894.59 \$ 16.70	\$ 2,966.96 \$ 17.12	\$ 3,041.13 \$ 17.55	\$ 3,094.35 \$ 17.86	\$ 3,148.50 \$ 18.17	\$ 3,203.60 \$ 18.49	\$ 3,251.66 \$ 18.76	\$ 3,349.21 \$ 19.33
10	\$ 2,742.25 \$ 15.82	\$ 2,894.59 \$ 16.70	\$ 3,046.94 \$ 17.58	\$ 3,123.11 \$ 18.02	\$ 3,201.19 \$ 18.47	\$ 3,281.22 \$ 18.93	\$ 3,338.64 \$ 19.27	\$ 3,397.07 \$ 19.60	\$ 3,456.52 \$ 19.95	\$ 3,508.36 \$ 20.24	\$ 3,613.62 \$ 20.85
11	\$ 2,942.91 \$ 16.98	\$ 3,106.40 \$ 17.92	\$ 3,269.90 \$ 18.87	\$ 3,351.64 \$ 19.34	\$ 3,435.43 \$ 19.82	\$ 3,521.32 \$ 20.32	\$ 3,582.94 \$ 20.67	\$ 3,645.64 \$ 21.04	\$ 3,709.44 \$ 21.40	\$ 3,765.08 \$ 21.73	\$ 3,878.04 \$ 22.38
12	\$ 3,210.43 \$ 18.53	\$ 3,388.79 \$ 19.55	\$ 3,567.15 \$ 20.58	\$ 3,656.33 \$ 21.10	\$ 3,747.73 \$ 21.63	\$ 3,841.43 \$ 22.17	\$ 3,908.65 \$ 22.55	\$ 3,977.05 \$ 22.95	\$ 4,046.65 \$ 23.35	\$ 4,107.35 \$ 23.70	\$ 4,230.57 \$ 24.41
13	\$ 3,477.97 \$ 20.07	\$ 3,671.19 \$ 21.18	\$ 3,864.41 \$ 22.30	\$ 3,961.02 \$ 22.86	\$ 4,060.05 \$ 23.43	\$ 4,161.55 \$ 24.01	\$ 4,234.37 \$ 24.43	\$ 4,308.48 \$ 24.86	\$ 4,383.87 \$ 25.30	\$ 4,449.63 \$ 25.68	\$ 4,583.12 \$ 26.45
14	\$ 3,745.51 \$ 21.61	\$ 3,953.59 \$ 22.81	\$ 4,161.67 \$ 24.01	\$ 4,265.72 \$ 24.61	\$ 4,372.36 \$ 25.23	\$ 4,481.67 \$ 25.86	\$ 4,560.10 \$ 26.31	\$ 4,639.90 \$ 26.77	\$ 4,721.10 \$ 27.24	\$ 4,791.91 \$ 27.65	\$ 4,935.67 \$ 28.48

A-2 WAGE TABLE 2004

2004 StepsGrade Increments	Entry	At 6 Months	At 2nd Yr	At 3rd Yr	At 6th Yr	At 9th Yr	At 12th Yr	At 15th Yr	At 18th Yr	At 21st Yr	At 26th Yr
	1 90%	183 95%	365 base	730 2.50%	1825 2.50%	2920 2.50%	4015 2.00%	5110 2.00%	6205 2.00%	7300 2.00%	8760 3.00%
4	\$ 1,773.76 \$ 10.24	\$ 1,872.31 \$ 10.80	\$ 1,970.85 \$ 11.37	\$ 2,020.12 \$ 11.66	\$ 2,070.62 \$ 11.95	\$ 2,122.39 \$ 12.25	\$ 2,164.84 \$ 12.49	\$ 2,208.13 \$ 12.74	\$ 2,252.30 \$ 13.00	\$ 2,297.34 \$ 13.26	\$ 2,366.26 \$ 13.65
5	\$ 1,910.21 \$ 11.02	\$ 2,016.34 \$ 11.63	\$ 2,122.46 \$ 12.25	\$ 2,175.52 \$ 12.55	\$ 2,229.91 \$ 12.87	\$ 2,285.66 \$ 13.19	\$ 2,331.37 \$ 13.45	\$ 2,378.00 \$ 13.72	\$ 2,425.56 \$ 14.00	\$ 2,474.07 \$ 14.28	\$ 2,548.29 \$ 14.70
6	\$ 2,046.65 \$ 11.81	\$ 2,160.35 \$ 12.47	\$ 2,274.06 \$ 13.12	\$ 2,330.91 \$ 13.45	\$ 2,389.18 \$ 13.79	\$ 2,448.91 \$ 14.13	\$ 2,497.89 \$ 14.41	\$ 2,547.85 \$ 14.70	\$ 2,598.80 \$ 15.00	\$ 2,650.78 \$ 15.30	\$ 2,730.30 \$ 15.75
7	\$ 2,183.10 \$ 12.60	\$ 2,304.38 \$ 13.30	\$ 2,425.67 \$ 14.00	\$ 2,486.31 \$ 14.35	\$ 2,548.47 \$ 14.71	\$ 2,612.18 \$ 15.07	\$ 2,664.42 \$ 15.37	\$ 2,717.71 \$ 15.68	\$ 2,772.07 \$ 16.00	\$ 2,827.51 \$ 16.32	\$ 2,912.33 \$ 16.81
8	\$ 2,387.76 \$ 13.78	\$ 2,520.42 \$ 14.54	\$ 2,653.07 \$ 15.31	\$ 2,719.40 \$ 15.69	\$ 2,787.38 \$ 16.08	\$ 2,857.07 \$ 16.49	\$ 2,914.21 \$ 16.82	\$ 2,972.49 \$ 17.15	\$ 3,031.94 \$ 17.50	\$ 3,092.58 \$ 17.85	\$ 3,185.36 \$ 18.38
9	\$ 2,592.43 \$ 14.96	\$ 2,736.45 \$ 15.79	\$ 2,880.47 \$ 16.62	\$ 2,952.49 \$ 17.04	\$ 3,026.30 \$ 17.46	\$ 3,101.96 \$ 17.90	\$ 3,164.00 \$ 18.26	\$ 3,227.28 \$ 18.62	\$ 3,291.82 \$ 18.99	\$ 3,357.66 \$ 19.37	\$ 3,458.39 \$ 19.96
10	\$ 2,797.09 \$ 16.14	\$ 2,952.48 \$ 17.04	\$ 3,107.88 \$ 17.93	\$ 3,185.58 \$ 18.38	\$ 3,265.21 \$ 18.84	\$ 3,346.84 \$ 19.31	\$ 3,413.78 \$ 19.70	\$ 3,482.06 \$ 20.09	\$ 3,551.70 \$ 20.49	\$ 3,622.73 \$ 20.90	\$ 3,731.41 \$ 21.53
11	\$ 3,001.76 \$ 17.32	\$ 3,168.53 \$ 18.28	\$ 3,335.29 \$ 19.25	\$ 3,418.68 \$ 19.73	\$ 3,504.14 \$ 20.22	\$ 3,591.75 \$ 20.73	\$ 3,663.58 \$ 21.14	\$ 3,736.85 \$ 21.56	\$ 3,811.59 \$ 21.99	\$ 3,887.82 \$ 22.43	\$ 4,004.46 \$ 23.11
12	\$ 3,274.64 \$ 18.90	\$ 3,456.57 \$ 19.95	\$ 3,638.49 \$ 21.00	\$ 3,729.45 \$ 21.52	\$ 3,822.69 \$ 22.06	\$ 3,918.26 \$ 22.61	\$ 3,996.62 \$ 23.06	\$ 4,076.55 \$ 23.52	\$ 4,158.08 \$ 23.99	\$ 4,241.25 \$ 24.47	\$ 4,368.48 \$ 25.21
13	\$ 3,547.53 \$ 20.47	\$ 3,744.61 \$ 21.61	\$ 3,941.70 \$ 22.74	\$ 4,040.24 \$ 23.31	\$ 4,141.25 \$ 23.90	\$ 4,244.78 \$ 24.49	\$ 4,329.67 \$ 24.98	\$ 4,416.27 \$ 25.48	\$ 4,504.59 \$ 25.99	\$ 4,594.68 \$ 26.51	\$ 4,732.52 \$ 27.31
14	\$ 3,820.42 \$ 22.05	\$ 4,032.66 \$ 23.27	\$ 4,244.91 \$ 24.49	\$ 4,351.03 \$ 25.11	\$ 4,459.81 \$ 25.73	\$ 4,571.30 \$ 26.38	\$ 4,662.73 \$ 26.91	\$ 4,755.98 \$ 27.44	\$ 4,851.10 \$ 27.99	\$ 4,948.12 \$ 28.55	\$ 5,096.57 \$ 29.41

A-3 Wage Table for 2005

2005	Entry	At	At	At	At	At	At	At	At	At	At
		6 Months	2nd Yr	3rd Yr	6th Yr	9th Yr	12th Yr	15th Yr	18th Yr	21st Yr	26th Yr
Steps	Grade	183	365	730	1825	2920	4015	5110	6205	7300	8760
Increments	1	2	3	4	5	6	7	8	9	10	11
	90%	95%	base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	3.00%
4	\$ 1,809.24 \$ 10.44	\$ 1,909.75 \$ 11.02	\$ 2,010.27 \$ 11.60	\$ 2,060.52 \$ 11.89	\$ 2,112.04 \$ 12.19	\$ 2,164.84 \$ 12.49	\$ 2,208.13 \$ 12.74	\$ 2,252.30 \$ 13.00	\$ 2,297.34 \$ 13.26	\$ 2,343.29 \$ 13.52	\$ 2,413.59 \$ 13.93
5	\$ 1,948.42 \$ 11.24	\$ 2,056.66 \$ 11.87	\$ 2,164.91 \$ 12.49	\$ 2,219.03 \$ 12.80	\$ 2,274.51 \$ 13.12	\$ 2,331.37 \$ 13.45	\$ 2,378.00 \$ 13.72	\$ 2,425.56 \$ 14.00	\$ 2,474.07 \$ 14.28	\$ 2,523.55 \$ 14.56	\$ 2,599.26 \$ 15.00
6	\$ 2,087.58 \$ 12.05	\$ 2,203.56 \$ 12.72	\$ 2,319.54 \$ 13.38	\$ 2,377.53 \$ 13.72	\$ 2,436.97 \$ 14.06	\$ 2,497.89 \$ 14.41	\$ 2,547.85 \$ 14.70	\$ 2,598.80 \$ 15.00	\$ 2,650.78 \$ 15.30	\$ 2,703.80 \$ 15.60	\$ 2,784.91 \$ 16.07
7	\$ 2,226.76 \$ 12.85	\$ 2,350.47 \$ 13.56	\$ 2,474.18 \$ 14.28	\$ 2,536.04 \$ 14.63	\$ 2,599.44 \$ 15.00	\$ 2,664.42 \$ 15.37	\$ 2,717.71 \$ 15.68	\$ 2,772.07 \$ 16.00	\$ 2,827.51 \$ 16.32	\$ 2,884.06 \$ 16.64	\$ 2,970.58 \$ 17.14
8	\$ 2,435.52 \$ 14.05	\$ 2,570.83 \$ 14.83	\$ 2,706.13 \$ 15.62	\$ 2,773.79 \$ 16.01	\$ 2,843.13 \$ 16.41	\$ 2,914.21 \$ 16.82	\$ 2,972.49 \$ 17.15	\$ 3,031.94 \$ 17.50	\$ 3,092.58 \$ 17.85	\$ 3,154.43 \$ 18.20	\$ 3,249.07 \$ 18.75
9	\$ 2,644.28 \$ 15.26	\$ 2,791.18 \$ 16.11	\$ 2,938.08 \$ 16.95	\$ 3,011.54 \$ 17.38	\$ 3,086.82 \$ 17.81	\$ 3,164.00 \$ 18.26	\$ 3,227.28 \$ 18.62	\$ 3,291.82 \$ 18.99	\$ 3,357.66 \$ 19.37	\$ 3,424.81 \$ 19.76	\$ 3,527.55 \$ 20.36
10	\$ 2,853.03 \$ 16.46	\$ 3,011.53 \$ 17.38	\$ 3,170.04 \$ 18.29	\$ 3,249.29 \$ 18.75	\$ 3,330.52 \$ 19.22	\$ 3,413.78 \$ 19.70	\$ 3,482.06 \$ 20.09	\$ 3,551.70 \$ 20.49	\$ 3,622.73 \$ 20.90	\$ 3,695.19 \$ 21.32	\$ 3,806.04 \$ 21.96
11	\$ 3,061.80 \$ 17.67	\$ 3,231.90 \$ 18.65	\$ 3,402.00 \$ 19.63	\$ 3,487.05 \$ 20.12	\$ 3,574.23 \$ 20.62	\$ 3,663.58 \$ 21.14	\$ 3,736.85 \$ 21.56	\$ 3,811.59 \$ 21.99	\$ 3,887.82 \$ 22.43	\$ 3,965.58 \$ 22.88	\$ 4,084.54 \$ 23.57
12	\$ 3,340.13 \$ 19.27	\$ 3,525.70 \$ 20.34	\$ 3,711.26 \$ 21.42	\$ 3,804.04 \$ 21.95	\$ 3,899.14 \$ 22.50	\$ 3,996.62 \$ 23.06	\$ 4,076.55 \$ 23.52	\$ 4,158.08 \$ 23.99	\$ 4,241.25 \$ 24.47	\$ 4,326.07 \$ 24.96	\$ 4,455.85 \$ 25.71
13	\$ 3,618.48 \$ 20.88	\$ 3,819.51 \$ 22.04	\$ 4,020.53 \$ 23.20	\$ 4,121.05 \$ 23.78	\$ 4,224.07 \$ 24.37	\$ 4,329.67 \$ 24.98	\$ 4,416.27 \$ 25.48	\$ 4,504.59 \$ 25.99	\$ 4,594.68 \$ 26.51	\$ 4,686.58 \$ 27.04	\$ 4,827.18 \$ 27.85
14	\$ 3,896.82 \$ 22.49	\$ 4,113.31 \$ 23.74	\$ 4,329.81 \$ 24.98	\$ 4,438.05 \$ 25.61	\$ 4,549.00 \$ 26.25	\$ 4,662.73 \$ 26.91	\$ 4,755.98 \$ 27.44	\$ 4,851.10 \$ 27.99	\$ 4,948.12 \$ 28.55	\$ 5,047.09 \$ 29.12	\$ 5,198.50 \$ 30.00