

COLLECTIVE BARGAINING AGREEMENT

July, 2010 – December, 2015

BETWEEN

**TEAMSTERS
LOCAL UNION NO. 252**

and

**OPERATING ENGINEERS
LOCAL NO. 302**



AND

**MASON COUNTY
PUBLIC WORKS**



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ARTICLE 1 - INTRODUCTION

1.1. Preamble

1.1.1. This Agreement, effective upon ratification for the Mason County Maintenance Division and the Mason County Equipment Rental and Revolving Division of the Department of Public Works, by the County of Mason, Washington, a public body, corporate and politic; hereinafter called the **COUNTY** and by the following listed Unions:

1.1.2. Engineers #302 and Teamsters #252, hereinafter called the **COUNCIL**,

WITNESSETH: For and in consideration of the promise and the obligation of such party to the other as hereinafter set forth, the parties hereto hereby agree as follows:

1.2. Purpose

1.2.1. It is understood and agreed that the services performed by the employees covered by this Agreement pertain to and are essential to the welfare of the public dependent thereon, and in consideration thereof and of the agreements and conditions herein by the COUNTY to be kept and performed, the COUNTY agrees on its part to do nothing to prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the COUNTY'S business.

ARTICLE 2 - UNION RIGHTS

2.1. Membership Requirement

2.1.1. The COUNCIL is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The COUNTY shall be free to hire necessary workers where and when it chooses, subject to other provisions of this Agreement, without regard to Union membership; provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

2.1.2. The only exception to the above is where an employee will have the right of non-association based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a mutually agreeable non-religious charity and furnish written proof of same to the Local Union.

2.2. Bargaining Unit Work

2.2.1. The COUNTY shall have the right to select its supervisory employees regardless of whether such employees are members of a COUNCIL affiliate Union, but it is the intent of both parties that all employees shall be members of their respective Local Unions. Supervisors who are not members of the bargaining unit will not perform bargaining unit work except in emergency situations, for the purpose of training or demonstration, or incidental assistance to a bargaining unit employee of short duration.

2.2.2. It is understood and agreed that this Agreement relates and applies to only work directly related to, or connected with operation and/or maintenance of building and/or projects owned or operated by the COUNTY and to equipment owned or leased by the COUNTY. This statement will be applied as it has in the past.

2.3. Dues Check-Off

2.3.1. The COUNTY agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds.

2.4. Shop Steward

2.4.1. The duties of the Shop Steward shall be to create harmony between employees and the Employer, and there shall be no discrimination against the Shop Steward for his/her Union activities.

2.5. Union Access

2.5.1. Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no serious or prolonged

interruption of the Employer's working schedule.

ARTICLE 3 - LEAVES

3.1. Sick Leave

3.1.1. Sick leave shall be earned by all employees at a rate of eight (8) hours per month for each month of employment. Sick leave may be used only for bona fide illness, injury, medical and dental appointments, prescribed treatment associated therefrom for employees, and funeral leave. Sick leave may also be used for the care of immediate family members who are dependent upon the employee and to take such dependent family members to emergency medical and dental appointments. "Immediate family" for this purpose is defined as the employee's spouse, children, parents, and grandparents. Abuse of sick leave shall be grounds for disciplinary action. When sick leave periods extend beyond three (3) days, or in extreme, excessive absence situations, the COUNTY may require the employee to present a certificate from a registered practicing physician or other bona fide practitioner. Sick leave that is not used shall accumulate, except that such accumulation may not exceed twelve hundred (1200) hours. A minimum of ninety-six hours per month must be worked for an employee to receive sick leave and vacation allowance for that month. Days not worked because the employee is on sick leave and/or on vacation shall be considered as days worked for the purpose of the preceding sentence. Time missed from work that is due to worker's compensation claims will be considered as time worked for employee's paid health and welfare and vacation purposes for a maximum of twelve (12) months. Sick leave will be charged by the actual number of hours taken.

3.1.2. Employees are eligible to participate in the County's Shared Sick Leave Policy.

3.1.3. LEAVE WITHOUT PAY: Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from the earnings of the employee and clearly set forth in the payrolls affected.

3.2. Family Leave

3.2.1. The COUNTY and the COUNCIL mutually agree to comply with all State and Federal Family Leave Laws. (See Appendix VI.)

3.3. Sick Leave – Adjustment for Worker's Compensation

3.3.1. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for

Worker's Compensation in accordance with State Law.

3.3.2. If the employee has accumulated sick leave credit, the COUNTY shall pay the sick leave difference between his/her time loss compensation and his/her full regular salary, unless the employee elects not to use his/her sick leave.

3.3.3. Should an employee receive Worker's Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave, minus the number of hours at full salary for which he/she is paid from a worker's compensation fund, to the nearest hour.

3.3.4. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the COUNTY may pay full sick leave, provided that the employee shall return any subsequent overpayment to the COUNTY.

3.3.5. Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

3.3.6. Nothing herein pertains to a permanent disability award.

3.3.7. If any employee has no sick leave accumulated, the word "annual" leave may be substituted for "sick" leave above.

3.4. Funeral Leave

3.4.1. Up to three (3) days' funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days' sick leave may be taken at the employee's request. It is agreed that "immediate family" includes only the following persons, whether related by blood or marriage or legal adoption: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, cousin, niece, nephew, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the employee.

3.5. Leave Cash-out

3.5.1. Cash payments as a bonus for accrued annual leave that is not actually taken will not be allowed. However, when an employee is furloughed or separated from service without prejudice, he/she may be continued on the payroll for the time equivalent to the amount of annual leave accrued and not previously taken. This provision does not apply to accrued sick leave. When the employee is discharged for cause, he/she shall be paid in full of all accrued annual leave.

3.5.2. In the case of death of any employee, their beneficiary shall receive pay for all accumulated unused sick leave.

3.5.3. When an employee retires under the Public Employee's Retirement System, or leaves after fifteen (15) continuous years of service, payment for accrued sick leave shall be paid for the full accrual. Cash-out of sick leave and/or annual leave in excess of two hundred forty (240) hours shall not be included in the calculation of the employee's retirement pension (as specified in Section 9.3.1.).

3.5.4. Where an employee of the COUNTY continues employment, but in a changed classification, no compensation for accrued annual leave earned during his/her employment in the first classification will be paid in addition to the salary he/she received under their new classification. The number of days earned may be carried over and added to the number of days the individual will accumulate in his/her new classification.

3.6. Unemployment Compensation

3.6.1. The COUNTY agrees to participate on behalf of its employees in Unemployment Compensation on a reimbursable basis.

ARTICLE 4 - HOURS OF WORK

4.1. Work Day

4.1.1. Where a single shift is worked, eight (8) hours of continuous employment, except for lunch periods, shall constitute a day's work; time to start when employee arrives at barn in response to COUNTY'S orders. Five (5) days, 7:00 a.m. Monday to 3:30 p.m. Friday, shall constitute a week's work (**NOTE:** In the event this change in the regular daily hours does not meet the operational needs of the Road Department, management reserves the right to restore the regular work day hours set forth in the 2002-2004 Collective Bargaining Agreement; i.e., 8:00 a.m. to 4:30 p.m.. Additionally, management shall reserve the right to modify the daily schedule of the Shop personnel to ensure coverage of County needs beyond those of the Road Department itself.) (Also, see Appendix II for 4 - 10 work schedules.)

4.1.2. In an emergency identified by the Public Works Director, management may implement a 12-hour, two-shift operation ('Noon to Midnight' and 'Midnight to Noon'). When the County implements such two-shift operation, all bargaining unit employees shall be compensated at the double-time rate of pay for all overtime hours. Employees will be given as much notice as possible to adjust to the change in hours going into and coming out of the revised work hours.

This section shall supersede any other potential conflicting language in this Agreement.

4.2. Overtime

4.2.1. All time worked over eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half. All work performed between 3:30/4:30 p.m. Friday and midnight Saturday shall be paid for at the rate of time and one-half. All work performed between midnight Saturday and midnight Sunday shall be paid for at the double-time rate. All work performed between midnight Sunday and 7:00/8:00 a.m. Monday shall be paid for at the rate of time and one-half.

4.2.2. Overtime shall be paid to the nearest quarter hour.

4.2.3. The maximum hours worked shall not exceed sixteen (16) continuous hours, unless approved by the County Engineer or the Public Works Director.

4.3. Start Times

4.3.1. An earlier starting time than listed above may be adopted for any or all employees during the months of daylight saving's time. Such earlier starting time shall be mutually agreeable among the COUNTY, the employee(s) and the COUNCIL, and shall be paid at the regular rate of eight (8) hours of continuous work. (Also, see Appendix II for 4-10 work schedules.)

4.4. Show-up Time

4.4.1. A guarantee of four (4) hours' pay shall be paid to any employee who reports to work on a work day but not put to work.

4.5. Call-Out Time

4.5.1. When an employee is called out before his/her regular designated starting time, or after completion of a shift, or on a Saturday, Sunday or holiday, he/she shall be paid a minimum of four (4) hours at the appropriate rate unless the employee chooses to leave work of their own volition—then the minimum shall be two (2) hours. When called adjacent to shift, payment is for time worked. Except, if an employee is called out less than four (4) hours before the start of his/her regular shift, the employee will be paid to the regular start time.

4.5.2. When an employee is called to work before their regular starting time and continues to work into their regularly scheduled start time, the employee will be allowed to remain at work until their regular quitting time.

4.6. Meals

4.6.1. Employees shall receive a one-half hour paid lunch after working more than two (2) hours' overtime, and an additional paid one-half hour meal period for each additional four (4) hours of work. When employees are directed to work through their paid meal period(s), they shall have the option of taking their paid meal period(s) at the end of the shift or adding the equivalent amount of paid time to their time sheet.

4.7. Rest Periods

4.7.1. Normally, employees will be entitled to two, fifteen (15) minute paid rest breaks during the regular work-day; one approximately midpoint through the first half of the work-day, and one approximately midpoint in the second half of the work-day. However, when operational needs of the County require a change to the norm and if the nature of the work allows an employee to take intermittent rest breaks from duty, management may require that such employee(s) take intermittent rest periods equivalent to the fifteen minutes, as provided for in WAC 296-126-092 (5).

4.8. Job Sharing

4.8.1. Subject to prior approval by Elected Official, Director, and/or appropriate Manager, employees by mutual agreement may be allowed to participate in 'Job Sharing'.

ARTICLE 5 - SAFETY/CLOTHING

5.1. Hazardous Duty Pay

5.1.1. Any employee performing specialty work such as the tree climbing team and other work involving similar hazardous exposure shall receive premium pay of Fifty Dollars (\$50.00) for any day in which he/she performs such specialty work, only when such work has been specifically authorized or directed by the supervisor (see Hazardous Tree Definition and Policy - Appendix I).

5.2. Vehicle Safety

5.2.1. No employee shall be required to drive a vehicle that does not meet the requirements of the State Vehicle Safety Code with regard to brakes, running gear and mechanical soundness. However, a member shall not refuse a piece of equipment because of faulty clearance light or headlight during daytime hours. No employee will be requested to drive a vehicle in violation of this clause.

5.3. Clothing

5.3.1. The County shall provide an annual clothing allowance to each bargaining unit employee in the amount of Seventy-Five Dollars (\$75.00), payable by the second payday in July. Additionally, the COUNTY agrees to reimburse each mechanic for replacement safety eye glass lenses up to Fifty Dollars (\$50.00) per year.

5.3.2. The COUNTY also agrees to provide an adequate supply of work gloves.

5.4. Staffing

5.4.1. Staffing and proper equipment required for job assignments will be made with consideration for employee safety. Under potentially hazardous conditions, a minimum of two-person crews for safety purposes will always be provided. Employees are expected to report, and encouraged to refuse, job assignments that are unsafe until the issue is resolved. (Also see Appendix III and IV)

ARTICLE 6 – WAGES

6.1. General Classifications

6.1.1. The operating and maintenance staff for the COUNTY shall be selected from the following classifications of employees and paid the wages opposite their respective positions:

(FOR PER HOUR RATES, SEE ATTACHMENT A)

<u>OPERATING ENGINEERS:</u>	<u>TEAMSTERS:</u>
Operator I	Truck Driver I & Helper
Operator II	Truck Driver II
Sign Shop Foreman	Parts/Inventory
Sign Shop Specialist	Utility/Maintenance
Seasonal Laborer	Mechanic
	Traffic Foreman
	Sign Technician
	Seasonal Flagger

6.2. Specialty Pay

6.2.1. Foreman: Employees who are assigned to act as working Foreman shall receive an additional \$1.00 per hour for the entire day.

6.2.2. Herbicide Applicator Technician: Employees with appropriate license and/or certification who are assigned to herbicide application duties shall receive an additional \$0.50 per hour for all hours worked on any given day.

6.2.3. Tool Allowance for Mechanics: The COUNTY shall provide an annual tool allowance of Three Hundred Fifty Dollars (\$350.00) for each Mechanic, payable by the second payday in July. This allowance is to cover the cost of the purchase of new tools or the replacement cost of tools rendered unusable due to breakage, wear-and-tear, and/or loss.

6.2.4. Skilled Tree Falling: Employees who are assigned to skilled tree falling shall receive an additional \$2.00 per hour for the entire day.

6.3. Pay Checks

6.3.1. The COUNTY shall provide a check stub, which shall reflect straight-time, overtime, and premium pay. The COUNTY shall also provide an accrual slip showing vacation, sick leave, and floating holiday hours earned/used.

6.4. Designated Foreman

6.4.1. The COUNTY may appoint a senior qualified crew member to act as foreman of that crew. Such employee shall be subject to all conditions of the Collective Bargaining Agreement including distribution of overtime.

6.5. Higher Classification Work

6.5.1. Employees performing work in a higher paid classification shall receive the higher wage rate beginning with their third (3rd) assignment to such higher rated work within a year's period; or shall receive the higher wage rate beginning with the third (3rd) day of performance on the higher rated work.

6.5.2. After once qualifying for the higher wage rate on higher classified work, employees shall continue to receive the higher rate whenever performing such work in the future. Employees performing work in a higher paid classification shall receive the higher wage rate for the entire day.

6.5.3. When an employee represented under this Agreement is temporarily assigned to perform bargaining unit work in a higher rate classification, said employee shall receive the rate of pay that is higher. This rate of pay shall be calculated upon the employee's total rate of pay, which is set aside by negotiations for Sections 7.3. and 7.4. (Supplemental Pensions).

6.6. CDL Renewal Cost Reimbursement

6.6.1. The COUNTY shall reimburse an employee for the renewal costs above the basic Washington State Driver's License that are unique to maintaining the employee's required Commercial Driver's License (excluding any cost/fees incurred as a result of improper driver acts).

6.7 Longevity

6.7.1. The County shall provide additional monthly compensation above each eligible employee's base salary (or base hourly rate, if applicable) to recognize continuous length of service as a County employee, as follows:

Beginning in 11 th and continuing thru 15 th years	1.5% above base
Beginning in 16 th and continuing thru 20 th years	3.0% above base
Beginning in 21 st and continuing thru 25 th years	4.5% above base
Beginning in 26 th year and continuing thereafter	6.0% above base

6.7.2 Eligible regular part-time employees shall receive longevity pro-rated in proportion to the hours the part-time employee is in pay status during the month as compared to that required of full-time employment

6.8 Additional Compensation

6.8.1. In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for "overpayments" made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

ARTICLE 7 - EMPLOYEE BENEFITS

7.1. Health and Welfare

7.1.1.

The County shall contribute as identified below per employee, per month toward the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month. This contribution is to be applied to premiums for the Washington Teamsters Welfare Trust Medical Plan B (including the \$400 Weekly Time Loss and 12-month Waiver of Premium options) and current County dental, vision, and life insurance plans. The Trust reserves the right to modify benefits or eligibility for the purpose of cost containment, cost management, or changes i

The County contribution for Health & Welfare Insurance shall be:

A. Effective August 1, 2013, the contribution shall be increased to nine hundred and fifty-five dollars (\$955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective July 1, 2014 the contribution shall be increased to nine hundred and ninety dollars (\$990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective July 1, 20, 2015 the contribution shall be increased to one thousand and fifty dollars (\$1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

7.1.2. In the event the COUNTY's maximum monthly contribution is insufficient to provide all of the total Health and Welfare premiums referenced in 7.1.1. above, the priority order for full COUNTY payment shall be as follows:

(1) Life Insurance; (2) Vision; (3) Dental; and (4) Medical.

7.1.3. Any monthly premium contribution required above the COUNTY's maximum contribution shall be paid by a reduction of the necessary amount from the employee's salary.

7.1.4 The COUNTY agrees to contract with a medical service provider to conduct physical examinations required to maintain a Commercial Driver's License. Should an employee elect to use a medical care provider other than that contracted with the County, the employee is liable for any costs.

7.1.5. Employee Assistance Program: The COUNTY shall continue to provide an Employee Assistance Program (EAP) benefit for all bargaining unit employees.

7.2. Public Employees' Retirement System

7.2.1. The COUNTY shall continue to participate in the appropriate Public Employees' Retirement System.

7.3. Western Conference of Teamster Pension Trust Fund

7.3.1. The COUNTY shall continue to contribute into the supplemental TEAMSTERS pension plan: Effective January 1, 2008, based on January 2008 hours, the COUNTY shall pay an amount equal to Two Dollars and fifty cents (**\$2.50**) per hour (\$2.35 Basic contribution, plus \$.15 PEER 84) for each hour for

which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the Teamster bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

7.3.2. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

7.4. Operating Engineers / Employers Retirement Fund

7.4.1. The COUNTY shall continue to contribute into the Operating Engineers supplemental pension plan: Effective January 1, 2008, based on January 2008 hours, the COUNTY shall contribute One Dollar and ninety cents **(\$1.90)** for each compensable man-hour of Operating Engineers, including working Operating Engineer foremen covered by this Agreement, employed by the COUNTY in Operating Engineer bargaining unit work covered by the terms of this Agreement. Said contributions shall be computed monthly and made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Locals 302 and 612 Operating Engineers/Employers Retirement Fund in the manner as set forth in the Trust Agreement of the said Trust Fund, and shall continue for the duration of this Collective Bargaining Agreement. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

7.4.2. The details of the Retirement Plan established by this Trust Fund shall continue to be controlled and administered by a joint Board of Trustees composed of equal representation from the Unions and the AGC of Washington who are the signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the appointing Local and each Trustee appointed by the Employers shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee of the AGC of Washington.

7.5. USERRA

7.5.1. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

ARTICLE 8 - SENIORITY

8.1. Lay-Off & Recall

8.1.1. The principle of seniority shall be used in connection with layoff for lack of work and rehire upon resumption of work. The last person hired will be the first person laid off and the last person laid off will be the first person rehired. Persons being laid off and/or rehired under this provision must be qualified to perform the work available in order to exercise their seniority. Laid off employees will retain seniority rights for eighteen (18) months from date of layoff; all Seasonal employees will be laid-off before the lay-off of any regular employee. Seniority shall be lost if the employee does not return to work when offered their previous position. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement. Seniority shall also apply to promotion, demotion and transfer from one classification to another, within their respective craft, providing the person exercising his/her seniority is competent and capable of performing the work. Seasonal employees will only have seniority rights for available work within their classification and within that season; a Seasonal worker re-hired for a new season will be considered a new employee.

8.2. Bidding Rights

8.2.1. All job vacancies (or newly created positions) under this Agreement shall be posted for two (2) weeks for bidding purposes. In the case of filling skilled vacancies, the COUNTY will give consideration to employees who become qualified by vocational training.

8.2.2. Daily assignments of equipment will be subject to review under the grievance procedure.

8.2.3. Seniority (for the limited purposes of bidding or layoff protection) may be changed under the following circumstances:

- 1)** If an employee terminates County employment and subsequently returns to County employment in this bargaining unit, all past seniority will be lost.

2) If an employee leaves a bargaining unit position and, without a break in employment, takes another position in County service, then subsequently returns to a bargaining unit position, the employee shall keep their prior bargaining unit seniority. The employee will not receive bargaining unit seniority credit for time in a non-bargaining unit position.

3) If an employee is promoted, transfers or demotes from a Teamster position within the bargaining unit to an Operator position, or an Operator position to a Teamster position, and subsequently returns to a position under their prior Union the following will apply:

- a) For the purpose of layoff protection, all time counts.
- b) For the purpose of bidding, if the employee returns within six months, all time counts; if the employee returns after six months, only their prior time counts.

ARTICLE 9 - VACATIONS

9.1. Vacation Schedule

9.1.1. All regular full-time employees of the COUNTY coming under this Agreement shall be entitled to and receive vacations with pay as follows:

1st through 3rd year of employment	96 hours
4th through 7th year of employment	120 hours
8th through 9th year of employment	144 hours
10th through 11th year of employment	160 hours
12th through 14th year of employment	176 hours
15th through 16th year of employment	184 hours
17th through 19th year of employment	192 hours
20 or more years of employment	200 hours

9.1.2. Employees shall accumulate 1/12th of their yearly accumulation total per month. Such vacation as is not used shall accumulate, except that such accumulation may not exceed four hundred (400) hours. When a holiday occurs during an employee's vacation, he/she shall receive an additional day's vacation in lieu of the holiday. Vacation leave will be charged by the actual number of hours taken.

9.2. Vacation Bidding

9.2.1. It is understood and agreed that employees will be allowed to pre-select their vacations, except from July 1st through August 15th (however, employees will be allowed to take a vacation during this period provided minimum staffing

requirements are met), as follows:

9.2.2. A vacation seniority list will be posted as of January 1st each year.

9.2.3. Employees by seniority shall have until February 15th to pre-select their vacation, limited to two (2) employees at any one time.

9.2.4. Employees shall be allowed one choice for one period on seniority basis. Second choice for second period shall be allowed on seniority basis after all employees have had an opportunity to select first vacations. The same seniority basis shall apply to any additional periods.

9.2.5. Other requests are subject to approval by the COUNTY and will be on a first-come, first-served basis.

9.3. Vacation Cash-out

9.3.1. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.

ARTICLE 10 - HOLIDAYS

10.1. The following days shall be considered annual holidays and shall be paid regardless of which day of the week they fall:

New Year's Day	Labor Day
Martin Luther King Day	Armistice Day (Veterans' Day)
Presidents' Day	Thanksgiving Day
Memorial Day	Day-After Thanksgiving
July 4 th	Christmas Day
	Two (2) Floating Holidays

10.2. If any of the above holidays fall on Sunday, the following Monday will be considered a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered the holiday. If any of the above holidays, or days celebrated in lieu of, is worked, the employee shall receive pay at the double time rate plus holiday pay.

10.3. Effective upon ratification of this Agreement, holiday pay for each holiday will be commensurate with an employee's (daily) normal weekly work schedule (i.e., 4-10 schedule is 10 hours holiday pay; 5-8 schedule is 8 hours holiday pay).

ARTICLE 11 - MANAGEMENT RIGHTS

11.1. The COUNCIL recognizes the COUNTY'S right to manage, subject only to the terms and conditions of this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1. Purpose

12.1.1. Grievance as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement. "Grievant" means an employee, the COUNTY, a group of employees, or the UNION having a grievance.

12.2. Procedure

12.2.1. Preliminary discussion shall occur within twenty (20) calendar days from when the employee knew or should have known of the occurrence which gave rise to the grievance, except for wage claims which shall be filed within sixty (60) days upon receipt of the check in which the claim is based. The employee shall be expected to first discuss the matter with his/her immediate supervisor to provide the opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by a Union representative if he/she feels that it is necessary.

12.2.2. If an employee or other grievant (as defined above) is unable to resolve a grievance, the grievance shall be taken up with a representative of the Union, who will then take the grievance up with the Department Head or the COUNTY'S designated representative.

12.2.3. If the Parties are unable to resolve the grievance in 12.2.2. above, the grievance shall be taken to the Union and the Human Resources Director.

12.2.4. Any grievance which was submitted and carried forward in accordance with the grievance procedure provided in the subsections above may be taken to arbitration by the Human Resources Director or the UNION as herein provided:

12.3. Arbitration

12.3.1. Either Party may, within ten (10) calendar days after failure to adjust the grievance in subsection 12.2 above, serve upon the other Party a written request for arbitration setting forth in detail the issue to be arbitrated.

12.3.2. In the event an arbiter is not mutually agreed upon by both Parties within ten (10) days, the Parties shall jointly request the Public Employment Relations Commission to assign an arbiter.

12.3.3. A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both Parties.

12.3.4. Each Party shall pay any compensation and expenses relating to its witnesses and representatives. The COUNTY and the UNION shall share equally the cost of the arbiter.

12.4. Time Limits

12.4.1. The COUNTY and the UNION agree to comply with the time limitations set forth above, and either Party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to hear the grievance.

12.5. Remedy

12.5.1. All grievances as defined in this Article shall be settled in accordance with procedures outlined above. At the request of either Party, the wages, hours and working conditions prevailing prior to the time the difference arose (except in discharge cases), shall be preserved unchanged until a final decision of the matter at issue shall be reached. If an employee is removed from services for any doubtful cause, his/her removal may be subject to the grievance procedure provided for in this contract. If found guilty, he/she shall suffer the penalty, and if not, he/she shall be reinstated in his/her former position and reimbursed for loss of wages and benefits provided under this Agreement.

ARTICLE 13 - AGREEMENT MODIFICATION

14.1. Openers

14.1.1. This Agreement may be changed or modified by negotiations or terminated, provided that the Party desiring change or modification shall notify the other Party in writing, at least sixty (60) days before the annual expiration date; provided, however, that should any article or section be found to be impractical or unworkable, such article or section may be changed or modified by mutual consent of both Parties.

14.2. Savings Clause

14.2.1. Should any part thereof or any provision herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event the COUNCIL and the COUNTY shall meet within thirty (30) days for re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the Parties.

ARTICLE 14 - DURATION

15.1. This Agreement shall be in full force and effect from date of ratification by the parties through December 31, 2015, and shall be renewed automatically for a period of one year unless notices as required in Section 14.1.1. has been given by either Party to the other Party requesting contract changes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

this _____ day of _____, 2013

THE UNION COUNCIL:

BOARD OF COUNTY COMMISSIONERS:

Darren L. O'Neil; Secretary-Treasurer
TEAMSTERS Local No. 252

Randy Neatherlin; Commissioner
District # 1

Ron Dahl; Business Representative
IUOE Local # 302

Tim Sheldon; Commissioner
District # 2

Bob Franssen; Business Representative
IUOE Local # 302

Terri Jeffreys; Commissioner
District # 3

16. ATTACHMENT A – WAGES

16.1.1 Salary Schedule

Effective 07-01-10

Rates per Hour

<u>OPERATING ENGINEERS:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Equipment Operator I	\$19.55	\$21.63	\$22.26
Equipment Operator II*	<i>(Flat Rate)</i> \$23.39		
Sign Shop Foreman	\$25.30	\$25.54	\$25.77
Sign Shop Specialist	\$22.94	\$23.15	\$23.39
Seasonal Laborer**	<i>(Flat Rate)</i> \$13.52		
<u>TEAMSTERS:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Truck Driver I & Helper	\$18.77	\$20.89	\$21.53
Truck Driver II*	<i>(Flat Rate)</i> \$22.62		
Parts/Inventory	\$21.31	\$21.53	\$21.76
Utility/Maintenance	\$21.49	\$22.11	\$22.62
Mechanic	\$23.43	\$23.63	\$23.88
Traffic Foreman	\$24.70	\$24.94	\$25.17
Sign Technician	\$22.34	\$22.55	\$22.79
Seasonal Flagger**	<i>(Flat Rate)</i> \$12.92		

16.2. Step Advancements:

Step 1 – First 6 months.

Step 2 – After 6 months of continuous service

Step 3 – After 18 months of continuous service

16.3. *Eligibility Criteria for promotion to Equipment Operator II and Truck Driver II:

1. Upon reaching Step 3, the Operator I / Driver I may request testing to determine if the Promotion Criteria #2 or #3 below have been met:

- If the criteria have been met, promotion to Operator II/Driver II shall be authorized.
- If not met, the Operator/Driver shall remain at Step 3 until the promotion criteria have been met.
- A member may request testing only once in a rolling three-month period.

2. Eligibility Criteria For Equipment Operator II -- must demonstrate proficiency in operation of five (5) different pieces of equipment on the Equipment Operators list of equipment;

3. Eligibility Criteria For Truck Driver II -- must demonstrate proficiency in pulling all trailers;

16.4. **Seasonal Flagger and Seasonal Laborer Classifications:

1. Season is from June 1st through September 30th.
2. Within the Seasonal Flagger and Seasonal Laborer classifications only, rights assigned by seniority, such as layoff and recall within the season, will be acknowledged as described elsewhere within the CBA.
3. If a layoff occurs, all Seasonal Flaggers & Laborers will be laid-off before the layoff of any Operators/Drivers.
4. All scheduled weekend overtime work will be offered to permanent employees before being offered to Seasonal Flaggers or Seasonal Laborers.
5. The combined total number of Seasonal Flaggers and Seasonal Laborers shall not exceed six (6).
6. Seasonal Flaggers and Seasonal Laborers will not be eligible for benefits under Article 3.4 (paid Funeral Leave), Article 8 (Seniority) except within the classification and within the season, and Article 9 (Vacation accrual).

17. APPENDIX I - HAZARD TREE DEFINITION & POLICY

17.1. Following is the definition of a Hazard Tree and work activities associated therewith:

17.1.1. Any tree, live or dead, which has an unstable trunk or root system. This may include soft snags as well as live trees with unstable roots or trunk damage that will create hazardous conditions when being felled.

17.1.2. Climbing: For the purpose of falling or topping.

17.1.3. Any number of unique situations, such as: a tree that is hung up in other trees, serious hillside "leaners", and other tree problems that will place the cutter in a dangerous position.

17.1.4. Both "cutters" and "pushers" shall be compensated for the appropriate hazard premium pay.

17.1.5. In all cases, the County Engineer, or his designate, must pre-determine these hazardous conditions. However, once the tree is judged to be hazardous, that decision will not be subject to review at a later date.

18. APPENDIX II – 4-10 WORK SCHEDULE

It is understood by the parties' signatory to this Agreement by and between Mason County and Engineer's #302 and Teamsters #252, that effective immediately, the items listed below are negotiated changes in Road and E. R. & R. Maintenance Work Schedules from the present five 8-hour work-days to four 10-hour work-days:

18.1. Duration of Four 10-hour days - From the first full week in March through the last full week of October.

18.2. Working Hours - Monday through Friday

Road Maintenance Personnel:	6:30 AM to 5:00 PM
E. R. & R. Personnel	6:30 AM to 5:00 PM

18.2.1. If the level of service in the areas of responsibility deteriorates, we will correct this by splitting the four day shifts to include one shift Monday through Thursday and the other shift Tuesday through Friday for E. R. & R. and will have the Road Maintenance Personnel work one four-day shift Monday through Thursday and a small work crew Tuesday through Friday.

18.3. Sick Leave & Vacation Accumulation – No change; one day accumulation shall mean eight (8) hours.

18.4. Sick Leave – Will be charged by the number of hours taken.

18.5. Vacation - Will be charged by the number of hours taken.

18.6. Overtime – Will be paid for work authorized and performed in excess of the 10-hour work day or 40-hour work week.

18.7. Lunch and Coffee Breaks – No change.

18.8. Call-Outs – If a call-out is required on a scheduled day off (Friday or Monday), it will be treated in the same manner as any Saturday call-out.

19. APPENDIX III –FLAGGING SNOW REMOVAL

It is understood by the parties signatory to this Agreement by and between Mason County and Engineers' #302 and Teamsters' No. 252, that effective immediately, the following shall apply:

FLAGGING / SNOW REMOVAL:

During those times that Mason County Road Department snow plows are being used for snow/ice removal from any Mason County road with a steep grade, particularly those adjacent to Hood Canal and surrounding areas, a flagman shall be provided at the bottom of the hill (grade). The Road Supervisor shall be responsible for making the determination; specifically, where and when this shall be applied.

20. APPENDIX IV - FLAGGING

It is understood by the parties signatory to this Agreement by and between Mason County and Engineers' #302 and Teamsters' #252, that effective immediately, the following shall apply:

SAFETY / GENERAL:

Mason County supports safety in the work place and encourages safety practices; e.g., the use of Flaggers, when appropriate, when plowing snow on steep hills, or the use of multiple people while loading and unloading equipment. The determination of when and where extra individuals shall be used is subject to the determination of the Road Supervisor(s).

Should the crews feel they are being subjected to unnecessary risks, they shall call it to the attention of the Manager for his/her determination.

21. APPENDIX V – PART-TIME SHOP ASSISTANT

21.1. It is understood by the parties signatory to this Labor Agreement between Mason County and Engineers #302 and Teamsters #252, that effective immediately the following shall apply:

21.2. A ***non-bargaining unit*** position may be created at the Mason County Central Shop as follows:

PART TIME CENTRAL SHOP ASSISTANT

Hours: Approximately four (4) hours per day when school is in session and eight (8) hours per day when school is not in session (i.e., during school vacations).

Duties:

- 1) Washing vehicles
- 2) Vehicle detailing (waxing, vacuuming, etc.)
- 3) Gassing vehicles
- 4) Running parts
- 5) Inspecting vehicle fluids, and tires (downtown)
- 6) Checking vehicle mileages for servicing
- 7) Transporting vehicles to the shop (from downtown) for servicing
- 8) Collecting monthly meter readings and mileages of department vehicles
- 9) Other duties as assigned by the Maintenance Supervisor

21.3. This agreement may be terminated by either party with thirty (30) days' written notice, at which time the position shall be discontinued.

22. APPENDIX VI – FMLA PROTOCOL

The parties to this Labor Agreement between Mason County and Engineers No. 302 and Teamsters No. 252 mutually agree to comply with all State and Federal Family Leave Laws, and the following guidelines shall be in effect:

- 1) Use a rolling twelve (12) month eligibility period.
 - a) All employees are under the Federal Law, effective 08/93.
- 2) An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.
- 3) An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work, or be on leave with pay status, for at least twelve ninety-six hours during the month to accrue any leave.
 - a) An employee would retain his/her seniority position, accruing seniority while on leave.
- 4) The employee will give thirty (30) days' notice if the need for the leave is foreseeable.
- 5) The County may request a doctor's certificate. The doctor will not be required to list the diagnosis. The doctor will certify that the need for the leave meets the criteria of the law.
 - a) The County and/or employee's insurance will pay for the visit to the doctor for the certificate. If either party wishes a second opinion, they will pay the cost of the doctor. If two conflicting opinions are received and a third doctor is needed, the Union and the County will agree on the third doctor, and the County and the employee will split the cost.
- 6) The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for the employee and dependent coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.
- 7) "Significant others" are not covered by the law.

23. APPENDIX VII – WORK ASSIGNMENTS

23.1. General Policy

23.1.1. Daily work assignments shall be made by the managers and supervisors, and given to workers having the skills and abilities to perform the work efficiently. Seniority will be the primary consideration for truck and equipment daily work assignments. All assignments, including training assignments, will be made in good faith and not in an arbitrary or capricious manner. Training needs will be determined by the County as provided in Appendix VIII.

23.2. Outlying Shops

23.2.1. The following criteria pertain to Belfair Shop and any other satellite shops that may be opened away from the Central Shop facility:

1. Seniority shall be taken into consideration when assigning employees permanently to the outlying shops. If no senior employee wants the position, the least senior employee with the necessary skills and ability will be transferred.
2. Employees shall not be temporarily assigned to an outlying shop to perform manual labor when the shop they are permanently assigned to has truck or equipment work available for which they are qualified, unless mutually agreed to by the employee and supervisor.
3. Employees temporarily assigned to another shop shall report to work at their normally assigned shop and travel to the other shop via a County vehicle, unless mutually agreed to by the employee and supervisor.

24. APPENDIX VIII – TRAINING PROGRAM PROTOCOL

The intent of the training program is to train Mason County public works road operations and maintenance employees in the safe, efficient, legal operation and required preventative maintenance of all County owned or rented equipment and trucks. The selection process for employees to be trained for new types of equipment purchased, rented, or leased shall be determined by craft seniority of employees desiring said training.

Level I (Initial training)

1. All employees will learn the basic safe operation and necessary pre-trip or equivalent checks to start, load, secure, and move for legal transportation all Mason County equipment. This would include sanders and snow plows. The County will maintain records showing the amount of time and check-off for each employee for each type of equipment an employee has received this initial training on. E. R. & R. will specify the necessary pre-trip or equivalent checks for all equipment/trucks. This training would be completed not later than the end of the employee's 8th month of employment.

1. Single and Tandem axle trucks.
2. Load/unload and connect patch box, sanders, and plows.
3. Brooms
4. Brush cutters
5. All rollers
6. Chip spreader
7. Backhoes
8. Graders
9. Gradalls
10. Patch box
11. Track Loader
12. Wheel Loaders
13. Atthey

(Any new equipment purchased by the County in the future to be added to this list.)

APPENDIX VIII – TRAINING PROGRAM PROTOCOL (continued)

Level II (Intermediate training)

1. Employees desiring training on equipment or trucks within their respective craft will be allowed to sign up to receive training they want or the County deems they need. Employees will be chosen from the list in order of seniority within their respective craft.
2. Trainees will operate said equipment/trucks under the direction of the trainer, contingent upon safety and experience requirements of the particular job. The designated trainer shall be determined by the County, but shall generally be one of the more senior experienced bargaining unit employees.
3. The amount of time allowed for training of the various operations of specific equipment/truck in various tasks will be agreed upon by the trainer and management. Management will schedule training days to coincide with the operational needs and time constraints per job.
4. When training needs/opportunities arise during the course of the workday, an employee who has already received his/her daily work assignment may be displaced from a truck or a piece of equipment for purposes of training a less senior employee. If this displacement is of short duration (3 hours or less), no effort will be taken for re-assignment of the displaced employee to another truck or piece of equipment. If the displacement is for more than 3 hours, a re-assignment to another truck or piece of equipment will be considered for the displaced employee, taking into consideration the displaced employee's skill and abilities to perform the work, and their seniority.
5. When an employee is deemed competent, as agreed upon by the trainer and management, the employee's name will be placed on a check-off list showing that they have been deemed competent to operate said equipment/truck within their respective craft without the presence of a trainer. This list will be updated quarterly.

This training program will be reviewed by the Union and Management every quarter, so that any changes by either party may be discussed at that time.

25. APPENDIX IX – DAILY WORK ASSIGNMENT PROTOCOL

1. Whenever possible, daily work assignment sheets will be posted prior to the start of each shift.
2. Joint crew meeting at the beginning of each shift to explain any deviation from the normal work assignment, such as:
 - a. Job continuity
 - b. Training opportunity
 - c. Specialty requirement
 - d. Unforeseen requirement
3. The joint crew meeting is to be short and informative. Except for safety issues, any questions/complaints will be directed through the appropriate Shop Steward for resolution with management.
4. The number of training days per month by employee and piece(s) of equipment will be posted by the 15th of the following month documenting the assignments for everyone to see.
5. **This protocol may be adjusted by mutual agreement between management and the Unions, and will be reviewed jointly on a quarterly basis.**

26. APPENDIX X – CALL-OUT PROCEDURE

This Appendix will be used on a trial basis and be evaluated by both Parties to determine if it will be incorporated into the Agreement on a permanent basis.

Term of the trial period is from the time the new Agreement is approved until the expiration date of this Agreement. The Union and management representatives will meet following that date to discuss the procedure and decide the actions that are appropriate. If either party finds the procedure is not working, the procedure will be discontinued pending discussions to resolve the encumbrances.

The following process will be used for call-out of Main Shop and Belfair Shop road crew members, respectively (this process does not apply to overtime that is scheduled or overtime that results from tasks that need to be extended beyond the regular shift):

- 1) The manager or supervisor will assess the need for resources to deal with an emergency.
- 2) The manager or supervisor will call-out a crew member based on the following selection criteria:
 - Qualified for needed work
 - Special Factors
 - Ability to respond in a timely fashion
 - Seniority
- 3) The manager and supervisor will keep a record of the situation evaluation and the decision basis for call-out. That record will reflect the contacts or contact attempts made and the results. A sample of the record is as follows:
 - Date, Time, and Location of Emergency:
 - Emergency description:
 - Call-Out needs:
 - Crew member and date/time called:
 - Result of Call: ____will report ____left message ____refused
 - Special Factors:

COLLECTIVE BARGAINING AGREEMENT

July, 2010 – December, 2015

BETWEEN

TEAMSTERS LOCAL UNION NO. 252



AND

MASON COUNTY

PROBATION SERVICES



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PREAMBLE

Mason County, a political subdivision of the State of Washington, the Mason County District and Superior Court Judges—acting in their capacity as administrators of the Mason County District and Superior Courts, and Teamsters Union Local #252, hereinafter referred to as the “Union,” do hereby enter into this Agreement for the purposes of promoting harmonious relations and efficiency. Pursuant to RCW 41.56.030 (1), the Employer for purposes of negotiating wages and economic-related matters shall be the Mason County Board of Commissioners, and the Employer for purposes of negotiating working conditions and all other non-wage related matters shall be the District and Superior Court judges or their designee(s).

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners, Mason County Superior Court, and Mason County District Court, recognize that the Teamster Union, Local 252, has the right to bargain for all full-time and part-time employees of the Mason County Probation Services Departments in Juvenile Court and District Court, excluding: managers, supervisors, and confidential employees, under the conditions set forth in the Washington State Public Employee's Collective Bargaining Act of 1967.

ARTICLE II - UNION SECURITY

1. The Union is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The County shall be free to hire necessary employees where and when it chooses, subject to other provisions of this Agreement without regard to Union membership provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words “executed date” shall be substituted for the words “effective date” in the foregoing Union Security Clause.

The only exception to the above is where an employee will have the right to non-association based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a mutually agreeable non religious charity and furnish written proof of same to the Local Union.

2. DUES CHECK-OFF: The Employer agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds.

3. UNION ACCESS: Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no disruption of the Employer's operations. Access may be temporarily delayed due to specific safety/security issues.

ARTICLE III - MANAGEMENT RIGHTS-

1. GENERAL MANAGEMENT PREROGATIVES:

Except as specifically modified by this Agreement, including amendments, the County—acting through the Board of Commissioners on issues regarding economic matters, and the Mason County Juvenile Court and Mason County District Court—acting on issues regarding non-economic matters, retain all legal and inherent exclusive rights with respect to matters of legislative and managerial policy whether exercised or not. The Parties recognize that RCW 41.56 may impose an obligation to negotiate changes in wages, hours and working conditions not covered by this Agreement. The County and the Courts reserve all customary management prerogatives including, but not limited to the right to:

- A. Establish, plan for and direct the work force toward the organizational goals of the Mason County government.
- B. Determine the organization and merits, necessity and level of activity or service provided to the public.
- C. Determine the County budget and financial policies, including accounting procedures.
- D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.
- E. Discipline employees for just cause.
- F. Determine the methods, means, equipment, and kinds and numbers of personnel required to accomplish the governmental operations and maintain the efficiency thereof.

- G. Assign work and schedule employees.
 - H. Reduce staff or reduce working hours due to a lack of work or lack of funds.
 - I. Take all actions necessary to carry out the mission of the Court in County emergencies.
2. CASEWORK / WORKLOAD MANAGEMENT:
- A. Management shall have the right to assist, supervise, complete, and retain authority over any case. Further, management shall have the right to supervise and/or conduct boards, meeting, or training sessions for and with Probation Staff and clients (those being supervised) provided no reduction in staff occurs as a result of the exercise of these rights.
 - B. Management shall have the right to cross-train employees in all areas. Further, management shall have the right to assign staff to fill any vacant position, with consideration of seniority and training, in order to meet the needs of the community and the office.
3. VOLUNTEERS:
- A. Management shall have the right to train and utilize volunteers, to support bargaining unit work, in Community Accountability Boards (CAB), Truancy Boards, Restorative Justice Boards, Guardian ad Litem work and in any other area specifically authorized by statute or code provision, provided there is no displacement of bargaining unit work or positions. Management has the right, under the direction of bargaining unit members, to acquire volunteers to assist in Guardian ad Litem work.
 - B. Management shall have the right to establish other volunteer programs which support and assist existing Bargaining Unit work.

ARTICLE IV - VACATIONS

1. All regular full-time employees of the County coming under this Agreement after six (6) months' employment shall be entitled to and receive vacations with pay as follows:

1 st through 3 rd year of employment	96 hours
4 th through 7 th year of employment	120 hours
8 th through 9 th year of employment	144 hours
10 th through 11 th year of employment	160 hours
12 th through 14 th year of employment	176 hours
15 th through 16 th year of employment	184 hours
17 th through 19 th year of employment	192 hours

20 or more years of employment	200 hours
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2. Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. Such vacation as is not used shall accumulate except that such accumulation may not exceed four hundred (400) hours. No vacation leave will be added to an employee's vacation annual leave accumulation when maximum accrual has been attained. Vacation time must be agreed upon by the County and the employee. When a holiday occurs during an employee's vacation, he/she shall receive Holiday pay in lieu of Vacation pay for that day. Vacation leave will be charged by the actual number of hours taken.
3. When an employee's employment terminates the employee shall be paid in full for all accrued annual leave. Upon the death of an employee, the beneficiary shall be paid in full for all accrued annual leave.
4. The Union and the County mutually agree that cash-out of unused vacation and sick leave (over 240 hours), compensatory time or any other claimed accumulation of unused time off, shall not be included in the calculation of the employee's retirement pension. All excess compensation, as defined by applicable state law, is deemed never to have existed for purposes of employee pension. The County, the Union and the employee recognize that the Department of Retirement Systems shall be notified of these payments but that they shall not be included in the calculations of the employee's final average compensation.
5. Regular part-time employees shall have pro rata vacation in accordance with the number of hours compensated.
6. Whereas the County recognizes the importance of employees utilizing earned annual leave to promote and enhance their mental and physical well-being, employees should attempt to use annual leave during the year in which it is earned.
7. It is understood that vacation requests are considered in view of the operational needs of the County and Courts, and must be agreed upon by the Administration and employee. Employees will be allowed to pre-select their vacations, as follows:
 - a) One vacation seniority list will be posted for District Court Probation employees and one vacation seniority list for Juvenile Court Probation employees by January 1st of each year, and shall be for the vacation period starting February 15th of the current year through February 14th of the following year.
 - b) Employees, by seniority, will have the opportunity to pre-select their vacation(s) in Round-One from either: A) up to one, two-week period; or B) up to two, one-week periods. A second and any subsequent rounds, if needed, shall be allowed on the same basis after completion of the previous round. These requests will be provided to the Administrator or his/her designee no later than February 15th of each year.

- c) After the selection process is closed, staff may request a change to the posted schedule only for their approved time; such employee, however, will not have the right to “bump” another staff from their approved time.
- d) Requests outside the vacation selection period (January 1 – February 15) will be considered in view of the operational needs of the County and Court on a first-come, first-serve basis, and must be agreed upon by the Administration and employee.
- e) A request for vacation exceeding two consecutive weeks (10 working days) may be approved by the Administration for extenuating circumstances and with sufficient advance knowledge to ensure office coverage.
- f) Written approval of a vacation request is advised before an employee purchases tickets or pays for accommodations.

ARTICLE V - SICK LEAVE - FUNERAL LEAVE - FAMILY LEAVE

1. SICK LEAVE:

- a. Ninety-six (96) hours of sick leave for each twelve (12) months of employment shall be allowed to accumulate at the rate of eight (8) hours for each month of employment in the calendar year in which he or she is first employed, and thereafter eight (8) hours sick leave for each month of employment in each successive calendar year. Sick leave that is not used shall accumulate up to twelve hundred (1200) hours. A minimum of ninety-six (96) hours per month must be compensated for an employee to receive sick leave and vacation allowance for that month. Time missed from work that is due to Worker's Compensation claims will be considered as time worked for employee's paid Health and Welfare and Vacation purposes up to one (1) year. Regular part-time employees shall have pro rata sick leave in accordance with the number of hours compensated. Sick leave will be charged by the actual number of hours taken.
- b. Accrued Sick Leave may be used for bona-fide illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatments associated therefrom. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take such dependent family members to medical and dental appointments. “Immediate family” shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Court or designee.

- c. Abuse of Sick Leave shall be grounds for disciplinary actions.
- d. Sick Leave cannot be taken before it is actually earned.

2. SICK LEAVE - ADJUSTMENT FOR WORKER'S COMPENSATION:

- a. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State Law.
- b. If the employee has accumulated Sick Leave credit, the County shall pay the Sick Leave difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her Sick Leave.
- c. Should an employee receive Worker's Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave minus the number of hours at full salary for which he/she is paid to the nearest hour.
- d. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave accumulated, provided that the employee shall return any subsequent overpayment to the County.
- e. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
- f. Nothing herein pertains to a permanent disability award.
- g. If any employee has no sick leave accumulated, the words "annual leave" may be substituted for "sick leave" above.

3. LEAVE WITHOUT PAY: Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from their earnings of the employee and clearly set forth in the payrolls effected.

4. FUNERAL LEAVE: Up to three (3) days funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days sick leave may be taken at the employee's request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, niece, nephew, cousin, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the employee.

5. SICK LEAVE PAYOFF:

a. Upon the death of an employee, the beneficiary shall receive pay for all accumulated unused sick leave.

b. When an employee's employment terminates due to retirement or fifteen (15) years continuous service, payment for accrued sick leave shall be paid for the full accrual. Cash out of sick leave and/or annual leave in excess of two hundred forty (240) hours shall not be included in the calculation of the employee's retirement pension (as specified in Article IV, Section 4).

6. ABSENTEEISM: In case of frequent absences due to sickness of the employee or the employee's dependent family member, the County may require that the employee furnish a statement from a duly licensed physician. In extreme excessive absence situations, the County may require the employee to furnish medical evidence regarding employability from a duly licensed physician.

7. FAMILY LEAVE: The County, the Courts, and the Union mutually agree to comply with all State and Federal Family Leave Laws, and the following guidelines shall be in effect:

a. Use a rolling twelve (12) month eligibility period.

b. An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.

c. An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work/be on leave with pay status, for at least ninety-six hours during the month to accrue any leave.

d. An employee would retain his/her seniority position, accruing seniority while on leave.

e. The employee will give thirty (30) days' notice if the need for the leave is foreseeable.

f. The County may request a doctor's certificate. The doctor will not be required to list the diagnosis. The doctor will certify that the need for the leave meets the criteria of the law. The County and/or employee's insurance will pay for the visit to the doctor for the certificate. If either party wishes a second opinion, they will pay the cost of the doctor. If two conflicting opinions are received and a third doctor is needed, the Union and the County will agree on the third doctor, and the County and the employee will split the cost.

g. The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for employee and dependent

coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.

h. "Significant others" are not covered by the law.

8. SHARED LEAVE: Employees are eligible to participate in the County's Shared Sick Leave Policy.

ARTICLE VI – NON-DISCRIMINATION

1. Under this Agreement, neither party will discriminate against employees on the basis of race, sex, age, marital status, color, creed or religion, national origin, political affiliation, veteran status, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of participation in or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

2. Sexual harassment will be considered discrimination under this Article.

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

ARTICLE VII – WORK-DAY / WORK-WEEK

1. WORK-DAY / WORK-WEEK:

a. The work-day shall be eight (8) consecutive hours of work. The work-week shall be five (5) consecutive, eight (8) hour days, Monday through Friday (Also see Section 3). However, an earlier or later starting time may be adopted for any or all employees. Such starting time shall be mutually agreeable among the County and the employee, and shall not result in the application of the overtime provision, but shall be paid at the regular rate for eight (8) hours of continuous work. All employees will be allowed a non-paid, duty-free lunch period. This paragraph shall not apply to employees with weekend schedules.

b. Employees shall be authorized one (1), fifteen (15) minute paid rest break, scheduled as near as possible to the middle of each half-day shift.

c. Any employee in paid status more than eight (8) hours in a work day or forty (40) hours in a week, shall be paid cash payment; or, if requested by the employee, compensatory time, for overtime at a rate of one and one-half (1 ½) for the

work performed. Compensatory time earned may be used only on the days mutually agreed by the employee and the County. Compensatory time may accumulate to the maximum allowed by law, provided that any compensatory time on the books at the end of any calendar year will be cashed out at that time. The cut-off date for paid overtime for the month will be 5:00 p.m., ten (10) days prior to the last work day of each month.

d. The Department Head or designee shall approve overtime hours in advance, except when overtime hours are related to courtroom job duties or the Victim Impact panel. An overtime record shall be filled out by the employee and submitted to their supervisor by the employee's next work day.

e. Travel time is to be paid at the employee's regular rate of pay, to include overtime when appropriate, in accordance with the Fair Labor Standards Act (F.L.S.A.).

f. The County shall provide, when requested, advance money or County credit card for expenses for lodging and meals for out of area travel.

2. FLEX SCHEDULES: Management shall have the right to establish a four day, ten hour per day work schedule, or flex schedules, if agreeable with the employee(s). Employee(s) will have available four-ten work schedules of Monday through Thursday or Tuesday through Friday, or flex schedules as set out above.

a. All hours worked over ten (10) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 ½) the regular rate.

b. Any holiday that falls on a scheduled work day of a four-ten work week shall be paid at eight (8) hours' pay. Employees shall have the opportunity to use two (2) hours vacation/accrued comp time to supplement the eight hours' pay.

c. Sick leave and vacation leave accumulation shall remain the same.

d. Sick leave and vacation leave will be charged by the number of hours taken.

e. If call-outs are required on scheduled days off (Friday or Monday), they will be treated in the same manner as any Saturday call-out.

3. OVERTIME: Work performed on Saturday shall be at a rate of time and one half (1 ½). Work performed on Sunday or Holidays shall be paid at the double time rate. However, Work Crew Supervisors (Assistant Probation Officer or Work Crew Coordinator) shall be paid at the straight time rate for hours worked on Saturday; and at the time and one half (1 ½) rate for work on Sunday and Holidays, except for New Years Day, July Fourth, Thanksgiving Day, the Day after Thanksgiving and Christmas Day, which are to be paid at the double time rate if worked.

4. CALL OUT TIME: When an employee is called out on their scheduled day off or on a Holiday, a minimum of two (2) hours' pay at the appropriate rate shall be allowed.
5. OFF DUTY TIME:
- a. For the life of this Agreement, no employee shall be required to be available at a fixed location or remain accessible by radio, telephone, beeper, etc. unless such employee is on duty.
- b. Telephone Calls: Employees who are contacted by telephone while off duty and not required to come into work, will be compensated at a minimum of one half (1/2) hour at the appropriate rate, when the call is made by the supervisor or designee.
6. UNUSUAL WEATHER / EXTREME CIRCUMSTANCES: In the event of unusual weather or extreme conditions, employees are required to make a good faith effort to call the designated County telephone by 7:00 a.m. to receive reporting instructions.

ARTICLE VIII - HOLIDAYS

- 1 HOLIDAYS DESIGNATED: The following list will be the annual recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day (Armistice Day)
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July Fourth	Christmas Day
	Two (2) Floating Holidays

2. When a recognized holiday falls on Saturday, the day preceding it will be allowed, and when falling on Sunday, the day following will be allowed as a regular paid holiday.
3. Part-time employees shall be paid pro rata holidays in accordance with number of hours regularly compensated.
4. The floating holidays are to be at the discretion of the employee with the approval of the supervisor, requiring one week's advance notice, which may be waived by the supervisor.

ARTICLE IX – WAGES

1. CLASSIFICATIONS AND SALARY SCHEDULE:

Effective 07-01-10
(reflects previous 2.0% COLA)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	First 6 mo.	Next 12 mo.	Next 12 mo.	Next 12 mo.	Next 12 mo.	Next 12 mo.
Probation Officers	\$3817	\$4005	\$4198	\$4305	\$4412	\$4520
Assistant Probation Officers	\$3153	\$3302	\$3466	\$3552	\$3637	\$3725
Admin. Assistant	\$3506	\$3679	\$3861	\$3955	\$4051	\$4153
Accounting Technician	\$3413	\$3578	\$3754	\$3845	\$3940	\$4036
Work Crew Coordinator	\$15.49 per hour					

2. OUT OF CLASS PAY: Employee(s) assigned to work at least three (3), eight (8) hour days within a twenty-one (21) calendar day period, in a higher classification will receive the first step salary of the appropriate classification for all time spent in that higher classification with a minimum of 5%. The employee must be performing most of the essential functions of the higher classification to have that time count toward the additional compensation. This section is not applicable to employees who are being trained to perform the work of the higher classification.

3. LEAD WORKER:

a. The County may designate an employee as a Lead Worker; such designation is not considered to be a "job vacancy" or "newly created position" as referenced in ARTICLE XI – SENIORITY, Section 3. A Lead Worker will typically direct, oversee and/or organize the work of other employees, although the County reserves the exclusive right to make a Lead Worker designation based on other factors and rationale. The Lead Worker cannot hire, fire, or discipline other employees within the Teamsters bargaining unit. This job classification is used at the discretion of management (and with prior approval of the Board of County Commissioners). The County will give full consideration to applicants who are members of the bargaining unit prior to filling an open lead position from outside the bargaining unit. Any employee who acts as Lead Worker will receive an additional ten percent (10%) salary for the period of time they perform that function.

b. The Lead Worker must demonstrate the ability to work collaboratively and in cooperation with others, be able to articulate and support the philosophy of the administration, as well as participate in leadership training as required by administration. The Lead Worker must, at a minimum, complete the following training:

- Juvenile Services State Criminal Justice Training Academy.
- Adult Services State Criminal Justice Training Academy.
- Risk Assessment training.
- Case Management training.
- Aggression Replacement training.

- Guardian ad Litem state approved curriculum.

4. **LONGEVITY:** The County shall provide additional monthly compensation above each eligible regular full-time employee's base wages to recognize continuous length of service as a County employee (eligible regular part-time employees shall receive longevity pro-rated in proportion to the hours the part-time employee is in pay status during the month as compared to that required of full-time employment), as follows:

Beginning in 11 th and continuing thru 15 th years	1.5% above base
Beginning in 16 th and continuing thru 20 th years	3.0% above base
Beginning in 21 st and continuing thru 25 th years	4.5% above base
Beginning in 26 th year and continuing thereafter	6.0% above base

5. The County will reimburse up to \$75 for the costs of all physical examinations required to attend the Criminal Justice Training Commission as a condition of continuing employment.

6. The Employer shall make available information monthly which shall reflect all items covered by gross pay such as sick leave, vacation time, straight time and overtime.

7. **Additional Compensation:** In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for "overpayments" made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

ARTICLE X - HEALTH AND WELFARE

The County shall contribute as identified below per employee, per month towards the cost of the premiums for Health and Welfare benefits for each eligible employee, including their eligible dependents. To be eligible for Health and Welfare benefits the employee must be compensated for eighty (80) hours or more per month. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B with no optional coverage, and current County dental, vision, and life insurance plans. .

The County contribution for Health & Welfare Insurance shall be:

- A. Effective August 1, 2013, the contribution shall be increased to nine hundred and fifty-five dollars (\$955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- B. Effective July 1, 2014 the contribution shall be increased to nine hundred and ninety dollars (\$990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective July 1, 20, 2015 the contribution shall be increased to one thousand and fifty dollars (\$1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

In the event the County's maximum monthly contribution is insufficient to provide for all of the total Health and Welfare premiums as referenced in Section 1 above, the priority order for full County payment shall be as follows:

(1) Life Insurance; (2) Vision; (3) Dental; and (4) Medical.

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

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

ARTICLE XI – SENIORITY

1. All newly hired employees will be placed on probation status for a period of six (6) calendar months from date of hire. A probationary employee does not have the right to grieve dismissal.

2. The principle of seniority shall be used in layoff for lack of work or funds, and recall upon resumption of work. Any employee bumping to another position pursuant to a layoff will serve a reasonable trial period of up to three (3) months, subject to the grievance procedure. If unsuccessful during the trial period, the employee will be laid off or will have the opportunity to return to his/her previous position if it still exists.

3. It is understood that a person who has bumped to another position or has been laid off and recalled under this Agreement, must meet the education, experience and/or training requirements (including completion of State mandated Academy, Guardian ad Litem, and Community Juvenile Accountability Act requirements, if appropriate), as well as licenses and/or certificates and polygraph requirements, in order to exercise their seniority rights. Laid off employees will retain their seniority rights for eighteen (18) months from the date of layoff. Seniority shall be lost if the employee does not return to work when offered their previous position.

4. All job vacancies (or newly created positions) under this Agreement shall be posted for one (1) week for bidding purposes. In the case of filling vacancies, the County will give consideration to employees who become qualified by vocational training. Employees who are promoted or transferred shall be given a reasonable trial period of up to three (3) months, subject to review under the grievance procedure. If unsuccessful in the new position, the employee shall be returned to their previous position.

5. Employees rehired by the Employer (this does not apply to those returning from

layoff) will be considered as new employees under this Agreement.

ARTICLE XII - LAYOFF AND RECALL

1. GENERAL:

- A. For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.
- B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.
- C. Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on layoff status who are recalled within eighteen (18) months of the date they were laid off shall have their original seniority date adjusted by the period of time in layoff status.
- D. An employee on an approved leave of absence shall retain his/her current seniority but shall not accrue seniority while on such leave of absence.

2. LAYOFF:

- A. A layoff is an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month. The Employer may reduce the work force because of lack of work or lack of funds.
- B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies.)
- C. If normal attrition is not feasible, then the Employer shall determine which positions(s) will be eliminated. The least senior employee(s) in the affected job classification(s) shall be laid off. Employees scheduled for layoff shall be given at least fourteen (14) calendar days' written notice of the lay off.
- D. Employees scheduled for layoff may bump into another employee's position in lieu of being laid off, if all of the following conditions are met:
 - 1) They have more seniority than the employee they will bump;
 - 2) The job classification they are bumping to is paid on a salary range that is equal to or less than the salary range of their job classification;
 - 3) They previously held status in that job classification or they are determined by the Employer to be qualified to immediately perform the primary functions of the job; and
 - 4) They provide at least five (5) working days' notice from the date of the layoff notice of their intent to exercise their bumping right to the Employer.

Under no circumstances shall an employee's exercise of his/her bumping right result in a greater benefit to the employee than previously held (e.g. a promotion or increase to full-time if previously part-time). The employee bumping into another position shall be given an orientation period to familiarize the employee with the practices and/or policies related to the job. The employee who may be displaced by the more senior employee who is bumping shall be provided at least fourteen (14) calendar days' written notice of layoff. If this employee is eligible to bump another employee pursuant to the conditions in Subsection D, above, then that third employee identified for layoff shall be laid off.

3. RECALL:

- A. Any regular employee who is laid off shall have his/her name placed on a recall list for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held permanent status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff.
- B. It shall be the responsibility of each person on a recall list to keep the County informed of his/her current address and telephone number. The layoff letter to the employee shall advise him/her of their recall rights and of the name and address of the person in County government to whom the employee must send notice of their current address or any subsequent changes. The County shall have the right to remove the name of any person on the recall list if there is no response within fourteen (14) calendar days after the County has mailed a certified letter (return receipt request) to the person's last known address.
- C. If an employee on recall accepts an opportunity to return to work in a lower classification than the one laid off from, the employee's name may remain on the recall list for their previous higher classification for the balance of the eighteen (18) months, and shall be given an opportunity to accept such a position if it should become available. If an employee is recalled to return to the same classification from which he/she was laid off, and refuses the offer to return, his/her name shall be removed from the recall list and further return rights shall be forfeited.
- D. Employees recalled to their former classification within eighteen (18) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within eighteen (18) months to the same or another job classification in the bargaining unit shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff), shall accrue vacation leave at the same accrual rate in effect as of the date of layoff, and the number of years of continuous county service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

ARTICLE XII – GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal.
2. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.
3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.
4. Any grievance procedure time limit may be extended by mutual written agreement.
5. Failure by an employee and/or the Union to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the County to comply with any grievance time limitations shall permit the Union or the employee to advance the grievance to the next step in the grievance procedure.
6. A grievance of interest to several employees may be filed as a "group grievance."
7. The processing and adjudication of grievances shall be conducted during working hours.
8. **GRIEVANCE PROCEDURE:**
 - A. Step 1. (Juvenile Court only) A grievance must be presented within ten (10) calendar days of the incident giving rise to the grievance or the date the grievant knew or reasonably could have known of the incident to the Deputy Administrator. The Deputy Administrator may schedule a meeting with the employee and his/her Union representative or he/she may respond to the grievance when presented. In either case, the Deputy Administrator shall respond to the grievance within ten (10) calendar days of the employee raising the issue. If the grievance is not resolved informally, then a written grievance may be filed at step 2.
 - B. Step 2. The grievance shall be presented in writing on an official Union grievance form. This shall include:
 1. The specific details of the incident or issue giving rise to the grievance;
 2. The Article(s) and Section(s) of the Agreement allegedly violated; and
 3. The remedy sought.

The written grievance shall be submitted by the employee and/or the Union Steward/Union Representative to the Juvenile Court Administrator or District Court Administrator within ten (10) calendar days of the date of the discussion in Step 1 above. A copy of the grievance will be filed concurrently with the Human Resources Department. Within ten (10) calendar days after the receipt of the official written

grievance, the Administrator shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Administrator shall provide a written response to the Employee and the Union Steward/Union Representative within fourteen (14) calendar days of the meeting. A copy of the grievance response shall be provided to the Human Resources Department. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

C. Step 3. The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the Employee, Union Steward/Union Representative, and the Administrator (or designee) to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the Employee, Union Steward/Union Representative, and Administrator within fourteen (14) calendar days of the meeting. If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

D. Step 4. The Union may choose to submit the grievance to arbitration and in such case will deliver written notification of its intent to arbitrate to the Employer within fourteen (14) calendar days. The Union's request for arbitration shall be in writing and may be filed with the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS), or a mutually agreed upon arbitrator or arbitration service within thirty (30) calendar days of receiving the decision of the Human Resources Director. In addition, the Union shall request the arbitration service supply a list of seven (7) qualified arbitrators. If a list of seven arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within fourteen (14) calendar days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator. The referral to arbitration shall contain the following:

1. Question or questions at issue;
2. Statement of facts and position of each respective party; and
3. Copy of the grievance and related correspondence.

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

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

B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

C. Each party may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of the grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.

D. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

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

ARTICLE XIII – DURATION

1. This Agreement may be changed or modified by negotiations provided that the party desiring change or modification shall notify the other party in writing, at least sixty (60) days before the annual expiration date.

2. Provided, however, that should any Article or Section be found to be impractical or unworkable, such Article or Section may be changed or modified by mutual consent of both parties.

3. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

THIS AGREEMENT shall be in full force and effect from the date of ratification by the parties through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

this _____ day of _____, 2013.

JUDGE OF THE SUPERIOR COURT
Toni A. Sheldon

COUNTY COMMISSIONER; District #1
Randy Neatherlin

JUDGE OF THE SUPERIOR COURT
Amber Finlay

COUNTY COMMISSIONER; District #2
Tim Sheldon

JUDGE OF THE DISTRICT COURT
Victoria C. Meadows

COUNTY COMMISSIONER; District #3
Terri Jeffreys

ADMINISTRATOR; Probation Services
Harris H. Haertel

TEAMSTERS LOCAL 252
Darren L. O'Neil; Secretary-Treasurer

COLLECTIVE BARGAINING AGREEMENT

July, 2010 – December, 2015

BETWEEN

TEAMSTERS LOCAL UNION NO. 252



AND

**MASON COUNTY
JUVENILE DETENTION**



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PREAMBLE

Mason County, a political subdivision of the State of Washington, the Mason County Superior Court Judges—acting in their capacity as administrators of the Mason County Juvenile Court, and Teamsters Union Local #252, hereinafter referred to as the “Union,” do hereby enter into this Agreement for the purposes of promoting harmonious relations and efficiency. Pursuant to RCW 41.56.030 (1), the Employer for purposes of negotiating wages and economic-related matters shall be the Mason County Board of Commissioners, and the Employer for purposes of negotiating working conditions and all other non-wage related matters shall be the Superior Court judges or their designee. For the purpose of developing and maintaining good harmonious relationships between MASON COUNTY AND THE MASON COUNTY JUVENILE COURT and members of TEAMSTERS UNION LOCAL 252 who are employed by MASON COUNTY

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners and the Mason County Juvenile Court recognize that the Teamster Union Local 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and part-time Juvenile Detention Officers and Detention Supervisors in the Mason County Juvenile Detention Department, under the conditions set forth in the Washington State Public Employee's Collective Bargaining Act of 1967.

ARTICLE II - UNION SECURITY

1. The Union is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The County shall be free to hire necessary employees where and when it chooses, subject to other provisions of this Agreement without regard to Union membership provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement shall on the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "executed date" shall be substituted for the words "effective date" in the foregoing Union Security Clause.

The only exception to the above is where an employee will have the right to non-association based on bona fide religious tenets or teaching of a church or religious body

of which the employee is a member. Such employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a mutually agreeable non religious charity and furnish written proof of same to the Local Union.

2. DUES CHECK-OFF: The Employer agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds.

3. Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no serious or prolonged interruption of the Employer's working schedule. Access may be temporarily delayed due to specific safety/security issues.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically modified by this Agreement, including amendments, the County—acting through the Board of Commissioners on issues regarding economic matters, and the Mason County Juvenile Court—acting on issues regarding non-economic matters, retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy whether exercised or not. The Parties recognize that RCW 41.56 may impose an obligation to negotiate changes in wages, hours and working conditions not covered by this Agreement. Furthermore, the County and Juvenile Court reserve all customary management prerogatives including, but not limited to the right to:

- A. Establish, plan for and direct the work force toward the organizational goals of the Mason County government.
- B. Determine the organization and merits, necessity and level of activity or service provided to the public.
- C. Determine the County budget and financial policies, including accounting procedures.
- D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.
- E. Discipline employees for just cause.

- F. Determine the methods, means, equipment, and kinds and numbers of personnel required to accomplish the governmental operations and maintain the efficiency thereof.
- G. Assign work and schedule employees.
- H. Reduce staff or reduce working hours due to a lack of work or lack of funds.
- I. Take all actions necessary to carry out the mission of the Court in County emergencies.

ARTICLE IV - VACATIONS

1. A. All full-time employees of the County coming under this Agreement, after six (6) months' employment, shall be entitled to and receive vacations with pay as follows:

1 st through 3 rd year of employment	96 hours
4 th through 7 th year of employment	120 hours
8 th through 9 th year of employment	144 hours
10 th through 11 th year of employment	160 hours
12 th through 14 th year of employment	176 hours
15 th through 16 th year of employment	184 hours
17 th through 19 th year of employment	192 hours
20 or more years of employment	200 hours

2. Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. Such vacation as is not used shall accumulate except that such accumulation may not exceed four hundred (400) hours. No annual leave will be added to an employee's annual leave accumulation when maximum accrual has been attained. Vacation time must be agreed upon by the County and the employee. When a holiday occurs during an employee's vacation, he/she shall receive Holiday Pay in lieu of Vacation for that day. Vacation leave will be charged by the actual number of hours taken.
3. When an employee's employment terminates, the employee shall be paid in full for all accrued annual leave.
4. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.

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

6. Staff wanting to schedule part of a day off for personal reasons must take at least four (4) hours of vacation leave or compensatory_time unless waived by management.

7. It is understood that vacation requests are considered in view of the operational needs of the County and Court, and must be agreed upon by the Administration and employee. Employees will be allowed to pre-select their vacations, as follows:

a) A vacation seniority list will be posted for Full-Time Juvenile Detention employees by January 1st of each year.

b) Employees, by seniority, will have the opportunity to pre-select their vacation(s) in Round-One from either: A) up to one, two-week period; or B) up to two, one-week periods. A second and any subsequent rounds, if needed, shall be allowed on the same basis after completion of the previous round. These requests will be provided to the Administrator or his/her designee no later than February 15th of each year, and shall be for the vacation period starting February 15th of the current year through February 14th of the following year.

c) After the selection process is closed, staff may request a change to the posted schedule only for their approved time; such employee, however, will not have the right to “bump” another staff from their approved time.

d) Requests outside the vacation selection period (January 1 – February 15) will be considered in view of the operational needs of the County and Court on a first-come, first-serve basis, and must be agreed upon by the Administration and employee.

e) A request for vacation exceeding two consecutive weeks may be approved by the Administration for extenuating circumstances and with sufficient advance knowledge to ensure facility coverage.

f) When requesting vacation time, the following limitations will apply unless otherwise approved by Management in extraordinary situations:

1) Only one Full-Time staff person will be allowed vacation time off on each “Shift Set” [*the current Shift Sets are: Graveyard Early Week - Graveyard Late Week – Days Early Week – Days Late Week*].

2) Full-Time staff may request off shifts that impact only two (2) of the following major holidays during the initial two (2) rounds of the selection process: New Years Day; July 4th; Thanksgiving Day; Day after Thanksgiving; Christmas Day.

3) In addition to the requirement that the employee have sufficient leave time (either anticipated vacation or actual compensatory time) available at the time of the requested vacation, the employee must also have sufficient leave time two weeks prior to the requested vacation.

g) Written approval of a vacation request is advised before an employee purchases tickets or pays for accommodations.

ARTICLE V - SICK LEAVE / FUNERAL LEAVE / FAMILY LEAVE

1. SICK LEAVE – General Information:

a. For full-time employees, ninety-six (96) hours of sick leave for each twelve (12) months of employment shall be allowed to accumulate at the rate of eight (8) hours for each month of employment in the calendar year in which he or she is first employed, and thereafter eight (8) hours sick leave for each month of employment in each successive calendar year. Sick leave that is not used shall accumulate up to twelve hundred (1200) hours. A minimum of ninety-six (96) hours per month must be compensated for an employee to receive sick leave and vacation allowance for that month. Time missed from work that is due to Worker's Compensation claims will be considered as time worked for employee's paid Health and Welfare and Vacation purposes up to one (1) year.

b. Accrued sick leave may be used for bona fide illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatments associated therefrom. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take such dependent family members to medical and dental appointments. "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Court or designee.

c. Abuse of sick leave shall be grounds for disciplinary actions.

d. Sick leave cannot be taken before it is actually earned.

2. SICK LEAVE – ADJUSTMENT FOR WORKER'S COMPENSATION:

a. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State Law.

b. If the employee has accumulated sick leave credit, the County shall pay the sick leave difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her sick leave.

c. Should an employee receive Worker's Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave minus the number of hours at full salary for which he/she is paid to the nearest hour.

d. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave accumulated, provided that the employee shall return any subsequent overpayment to the County.

e. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

f. Nothing herein pertains to a permanent disability award.

g. If any employee has no sick leave accumulated, the words "annual leave" may be substituted for "sick leave" above.

3. LEAVE WITHOUT PAY: Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from their earnings of the employee and clearly set forth in the payrolls effected.

4. FUNERAL LEAVE: Up to twenty four (24) hours of funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days sick leave may be taken at the employee's request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, niece, nephew, cousin, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the employee.

5. SICK LEAVE PAY-OFF:

a. Upon the death of an employee, the beneficiary shall receive pay for all accumulated unused sick leave.

b. When an employee retires under the Public Employees' Retirement System or leaves employment after fifteen (15) continuous years of service,

payment for accrued sick leave shall be paid for the full accrual. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems (as specified in Article IV, Section 4).

6. ABSENTEEISM: In case of frequent absences due to sickness of the employee or the employee's dependent family member, the County may require that the employee furnish a statement from a duly licensed physician. In extreme excessive absence situations, the County may require the employee to furnish medical evidence regarding employability from a duly licensed physician.

7. FAMILY LEAVE: The County, the Court, and the Union mutually agree to comply with all State and Federal Family Leave Laws, and the following guidelines shall be in effect:

a. Use a rolling twelve (12) month eligibility period.

b. An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.

c. An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work or be on leave with pay status, for at least ninety-six (96) hours during the month to accrue any leave.

d. An employee would retain his/her seniority position, accruing seniority while on leave.

e. The employee will give thirty (30) days' notice if the need for the leave is foreseeable.

f. The County may request a doctor's certificate. The doctor will not be required to list the diagnosis. The doctor will certify that the need for the leave meets the criteria of the law. The County and/or employee's insurance will pay for the visit to the doctor for the certificate. If either party wishes a second opinion, they will pay the cost of the doctor. If two conflicting opinions are received and a third doctor is needed, the Union and the County will agree on the third doctor, and the County and the employee will split the cost.

g. The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for employee and dependent coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.

- h. "Significant others" are not covered by the law.
- 8. SHARED LEAVE: Employees are eligible to participate in the County's Shared Sick Leave Policy.
- 9. JURY DUTY: The County provides all employees leave for jury service pursuant to County policy.

ARTICLE VI – NONDISCRIMINATION

- 1. Under this Agreement, neither party will discriminate against employees on the basis of race, sex, age, marital status, color, creed or religion, national origin, political affiliation, veteran status, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of participation in or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 2. Sexual harassment will be considered discrimination under this Article.
- 3. Disputes involving this Article may be processed through an appropriate agency and/or the grievance procedure; however, use of the grievance procedure is encouraged prior to the initiation of any other official action involving such a dispute when the action is originated by the Union or members thereof.

ARTICLE VII - WORK DAY and WORK WEEK

- 1. Work Day/Work Week:
 - a. For full-time employees, the paid work-day shall consist of between eight (8) consecutive hours and twelve (12) consecutive hours, or otherwise as agreed upon by the employee and management. The work-week shall consist of five (5) consecutive days (5-8s), or four (4) consecutive days (4-10s), (4-12s), or three (3) consecutive days (3-12s), or otherwise agreed upon by the employee and management.
- At the discretion of management, one "full-time" position, with full-time seniority rights and County benefits, may be created for which the employee's paid work-day shall consist of between five (5) consecutive hours and twelve (12) consecutive hours (on consecutive days), or as otherwise agreed upon by the employee and management. This is a three-quarter to full-time position that will be regularly scheduled between 32 to 40 hours per week.

Part time employees, when scheduled for shift coverage, will be scheduled for at least four (4) hours.

Employees who work at least eight (8) hours shall be allowed two (2) fifteen (15) minute rest periods [three (3) on twelve (12) hour shifts] during their shifts. Employees who work at least four (4) hours will receive one (1) fifteen (15) minute rest period during their shift. Rest periods are to be taken during down times such as while school is in session, during a lock down period, or while the detainees are sleeping or resting. If an employee does not receive a lunch period or break, he or she shall receive additional compensation at one and one-half (1 ½) times his or her normal rate for the time the employee was not relieved from duty. However, for an employee to receive the aforementioned premium compensation the employee must submit a "Break Report" to the Detention Manager at the conclusion of the employee's shift, explaining why the employee was not able to take his or her break or lunch period.

While on a rest period, staff will not be required to do any of the normal duties associated with detention work; however, staff will be required to remain available to respond to an emergency situation. Breaks are to be taken while remaining on the work site or within a four block radius from the detention center. Employees on breaks are required to be able to instantly communicate with the detention center either directly, by intercom, or via radio communication.

b. Any employee in paid status for at least eight (8) hours and beyond their scheduled work-day, or forty (40) hours in a week [except one hundred twenty (120) hours in three (3) weeks for twelve (12) hour shifts] shall be paid cash payment for overtime, or at the request of the employee, accumulate up to forty (40) hours of comp time at a rate of one and one-half (1 ½) times for the work performed. Employees in the 3-12 cycles (36, 36, 48 hours) shall be paid overtime for all hours in excess of this schedule. Utilization of accumulated comp time shall be by mutual agreement between the Administration and the employee. All unused comp time will be paid at the end of each year. However, at the employee's request, up to twenty-four (24) hours of comp time is permitted to carry-over into the following year.

c. All overtime hours worked shall be approved by the Detention Manager or Designee.

d. Work related travel time is to be paid at the employee's regular rate of pay, to include overtime when appropriate, in accordance with the Fair Labor Standards Act (F.L.S.A.).

e. The County shall provide, in advance, money or a County credit card for authorized expenses for lodging and meals, or, if the employee so desires, the employee can turn in his or her receipts and be reimbursed for authorized

expenses. The allowable amount for meals or lodging is as is set forth in the County document entitled Mason County Personnel Policies.

f. For staff scheduled to attend the law enforcement academy, the employee will be paid for forty (40) hours each week of the academy plus be paid for travel time as set-forth in section "d" above. If actual class time extends beyond forty (40) hours during the week, then overtime pay provisions would apply.

g. Seniority shall be used to select fixed shifts. July 1st of each year, employees, by a majority vote, shall determine whether or not to return to rotating shifts. Any permanent vacancy in an assigned fixed shift position shall be posted for bidding for ten (10) calendar days. The shift shall be awarded to the most senior employee who applied and who meets the department's gender needs.

2. OVERTIME: Work performed on the seventh (7th) consecutive day or Holidays shall be paid at the rate of time and one-half (1 ½). 'Overtime' on Holidays shall be paid at the double time rate.

3. CALL OUT TIME: When an employee is called in to work all or part of a shift, a minimum of four (4) hours' pay at the appropriate rate shall be allowed. The employee receiving the four (4) hours of pay will be required to work four (4) complete hours unless the employee requests to leave prior to the expiration of the four (4) hour work period. In such case the employee will receive the appropriate pay for the time worked. When an employee is called in for other reasons (court duty, transports, appointments, etc.), the employee shall receive a minimum two (2) hours at the appropriate rate. The employee receiving the two (2) hours of pay will be required to work two (2) complete hours unless the employee requests to leave prior to the expiration of the two (2) hour period. In such case the employee will receive the appropriate pay for the time worked.

The above provision does not apply to employees who are called to come in early, or who stay after, their regularly scheduled shift.

When an employee is called in to cover the remainder of a shift for an employee who is on duty but must leave, the called-in employee must be able to arrive at the work-site within 60 minutes in order to be eligible to accept the shift.

4. Anyone required by Management to be available at a fixed location or who is required to remain accessible by radio, telephone, beeper, etc., during any hours other than his/her regular working hours shall be credited one-half (1/2) time pay or compensatory time for each hour of such service.

5. Subject to the below paragraphs, all available shifts, including vacancies, shall be offered by seniority to employees subject to management's gender requirements:

Shifts for non-scheduled absences of full-time employees shall be first offered to full-time employees. Non-scheduled absences are those absences for which the absent

employee did not provide Detention at least 24 hours notice prior to the absence. For gender specific shifts (shifts normally scheduled to be worked by a male or female staff member that run from approximately 0600-1800 or 1800-0600), the shift being offered will be first offered to full-time staff of the same gender as the regularly scheduled absent staff. A full-time staff may take all or part of the shift, but shall not leave less than four hours not taken. If, after an attempt is made to fill the shift, and no gender appropriate full-time staff members are available, then the shift, or remaining portion of the shift, may be offered to part-time staff who are the same gender as the absent staff. Full-time employees will be first offered all non-scheduled absences for regularly scheduled full-time shifts (including a non-scheduled absence of a part-time employee who had been previously scheduled to replace a full-time employee's scheduled absence).

Other available shifts, including those scheduled to part-time employees, will be offered in the following order:

- a) To part-time employees so long as the part-time employee does not work or is not scheduled to work more than forty (40) hours during the week,
- b) To full-time employees.

6. For safety reasons, barring extraordinary circumstances, employees shall not work more than sixteen (16) consecutive hours with an intervening eight (8) hours of rest prior to their next period of work. However, up to eighteen (18) consecutive hours shall be allowed if the employee is scheduled to have the next day off.

7. DETAINEE TRANSPORT: Subject to available funding and staffing, the Mason County Juvenile Court authorizes the use of two staff for all transports to/from all counties in the state except: Kitsap, Jefferson, Grays Harbor, Thurston, Lewis, Pierce, and King (other than Echo Glen).

ARTICLE VIII - HOLIDAYS

1. Holidays designated: The following list will be the annual recognized paid holidays for full-time employees and will be paid regardless of which day of the week they occur.

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day (Armistice Day)
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July Fourth	Christmas Day
	Two (2) Floating Holidays

2. The Floating Holiday is to be at the discretion of the employee with the approval of Management, requiring one week's advance notice, which may be waived by Management.

3. Employees working approximately 50% of their shift on a Holiday will be paid for one day as if the entire shift was worked on a Holiday. Employees not working approximately 50% of their shift on a Holiday are paid a premium rate for the actual time worked on the Holiday (unless already paid Holiday pay for that particular day) and at their regular rate for the time worked that is not on the Holiday.

ARTICLE IX - WAGES

1. CLASSIFICATIONS AND MONTHLY SALARY SCHEDULE:

NOTE:

- a. The salary of Lead Detention Officer shall be 5% higher than Detention Officer.
- b. The salary of Detention Supervisor shall be 10% higher than Lead Detention Officer.

Effective January 1, 2010

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Detention Officer	\$2930	\$3076	\$3229	\$3326	\$3430	\$3533
Lead Detention Officer	\$3077	\$3230	\$3390	\$3492	\$3602	\$3710
Detention Supervisor	\$3385	\$3553	\$3729	\$3841	\$3962	\$4081

2. PART-TIME EMPLOYEES:

a. Except for emergency situations, as determined by the County, part-time employees shall not work more than seventy-nine (79) hours per month.

b. Part-time employees shall be entitled to a step increase after 2,080 hours worked in their current step. They shall be credited with 174 hours for any month in which they work 80 or more hours. They shall be credited with the actual hours worked for any month in which they work less than 80 hours.

c. Part-time employees shall not accrue paid leave or holidays. In recognition of their reduced benefits, part-time employees shall receive the

following per hour pay supplement in addition to their above equivalent hourly wage:

<u>01-01-08</u>	<u>07-01-09</u>	<u>01-01-10</u>
\$1.79	\$1.83	\$1.87

3. LEAD WORKER: The Employer will designate one employee per shift to act as a Lead Worker, unless the Lead Worker is absent and the Supervisor is already working during the time period under consideration. An employee who is designated as a Lead Worker directs, oversees, and organizes the work of other employees within the Teamsters Bargaining Unit, and cannot hire, fire or discipline other employees within the Teamsters Bargaining Unit. Any employee who is designated as a Lead Worker will receive an additional five percent (5%) salary for the period of time they are so designated.
4. SHIFT DIFFERENTIAL: There shall be a shift differential of \$.50 (fifty cents) per hour for any shift except Day Shift (shifts beginning between 5:00 AM to 10:00 AM).
5. The County shall provide for employees to receive all three shots in the hepatitis series and follow-up tests, along with an annual TB test.
6. The County will reimburse up to seventy-five dollars (\$75) for the costs of all physical examinations required to attend the Criminal Justice Training Commission as a condition of continuing employment.
7. The County shall provide badges as needed, shirts and a jacket for all full-time employees, along with a two hundred five dollar (\$205) per year clothing allowance paid January of each year. Part time employees shall receive the appropriate number of shirts for their position.
8. All employees will be given training in:
 - A) Verbal de-escalation;
 - B) Defensive tactics; and
 - C) Certification for pepper spray.
9. All employees will be paid at the appropriate rate for taking County sponsored First Aid and CPR training.
10. The Employer shall make available information monthly which shall reflect all items covered by gross pay such as; sick leave, vacation time, straight time and overtime.
11. Additional Compensation: In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for "overpayments" made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

ARTICLE X - HEALTH AND WELFARE

1. The County shall contribute as below, per employee per month toward the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B (with the \$200 per week time loss option) and current County dental, vision, and life insurance plans.

The County contribution for Health & Welfare Insurance shall be:

A. Effective August 1, 2013, the contribution shall be increased to nine hundred and fifty-five dollars (\$955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective July 1, 2014 the contribution shall be increased to nine hundred and ninety dollars (\$990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective July 1, 20, 2015 the contribution shall be increased to one thousand and fifty dollars (\$1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

2. In the event the County's maximum monthly contribution is insufficient to provide for all of the total Health and Welfare premiums as referenced in Section 1 above, the priority order for full County payment shall be as follows:

(1) Life Insurance; (2) Vision; (3) Dental; and (4) Medical.

3. Any monthly premium contribution required above the County's maximum contribution shall be paid by a reduction of the necessary amount from the employee's salary.

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

ARTICLE XI – TEAMSTERS PENSION

1. Effective January 1, 2008, based on January hours, the COUNTY shall pay an amount equal to fifty cents (\$.50) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the Teamster bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

2. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

ARTICLE XII – EMPLOYMENT and SENIORITY

1. All newly hired employees will be placed on probation status for a period of six (6) calendar months from date of hire. A probationary employee does not have the right to grieve dismissal. The principle of seniority shall be used in layoff for lack of work and recall upon resumption of work. Laid off employees will retain seniority rights for eighteen (18) months from date of layoff.

2. Full-time employees will be required to successfully complete the Juvenile Security Worker Academy when scheduled by the Detention Manager in order to maintain full-time employment.

3. Seniority dates for full-time employees shall be the first (1st) day worked in a full-time position under this Agreement. Effective upon ratification of this Agreement, part-time seniority dates shall be established per Section 6 below. Employees moving from one list to another, by their own choice, will establish a new seniority date for bidding, lay-off, and recall purposes; however, a full-time employee who goes to part-time status due to failure to successfully complete the academy will retain all continuous full-time along with any continuous previous part-time seniority for placement on the part-time seniority list. For purposes of layoff and or recall, full-time employees will be considered to have more seniority than part-time employees.

4. All job vacancies (or newly created positions) under this Agreement shall be posted for ten (10) calendar days for bidding seniority purposes and awarded to the senior qualified bidder subject to gender needs and the limitations set forth below. In the case of filling lead and/or supervisor vacancies, the County will give consideration to

employees qualified based on seniority. Employees who are promoted or transferred shall be given a reasonable trial period, subject to review under the grievance procedure. If unsuccessful in the new position, the employee shall be returned to their previous position.

5. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement.

6. Effective upon ratification of this Agreement, part-time employees will have no seniority during the first two full calendar months of employment. Thereafter, part-time employees will be required to submit a Monthly Availability Sheet to the Detention Supervisor by the 20th of the current month in order to establish seniority for the following month. Seniority of part-time employees will be based upon the sum of:

- a. the total number of hours the part-time employee declares him or herself available for the subsequent month, **and**
- b. the total number of hours the employee worked during the prior month multiplied by a factor of 3.

On the Monthly Availability Sheet submitted, the part-time employee who submits availability ending between the hours of 0015 and 0615 must not terminate availability until 0615. If a part-time employee declares him or herself available to work and subsequently refuses filling an opening for scheduled work during a time period he or she has declared him or herself available, the part-time employee will be placed at the bottom of the part-time seniority list for the remainder of the current month and also for the following month, except when the part-time employee's failure to fill an opening for scheduled work is due to a legitimate illness (a doctor's note may be required) or due to a family emergency (involving the injury or illness of a family member or the occurrence of an actual, or potentially substantial, destruction of property) or due to an approved leave of absence.

Part-time employees who declare themselves unavailable to work (except due to illness, injury, or approved leave of absence) or who decline taking any work for three consecutive months, may be terminated from employment.

ARTICLE XIII – LAYOFF AND RECALL

1. GENERAL:

A. For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.

B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

C. Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on layoff status who are recalled within eighteen (18) months of the date they were laid off shall have their original seniority date adjusted by the period of time in layoff status.

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

2. LAYOFF:

A. A layoff is an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month. The Employer may reduce the work force because of lack of work or lack of funds.

B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies.)

C. If normal attrition is not feasible, then the Employer shall determine which positions(s) will be eliminated. The least senior employee(s) in the affected job classification(s) shall be laid off. Employees scheduled for layoff shall be given at least fourteen (14) calendar days' written notice of the lay off.

D. Employees scheduled for layoff may bump into another employee's position in lieu of being laid off, if all of the following conditions are met:

1. They have more seniority than the employee they will bump;
2. The job classification they are bumping to is paid on a salary range that is equal to or less than the salary range of their job classification;
3. They previously held status in that job classification or they are determined by the Employer to be qualified to immediately perform the primary functions of the job; and
4. They provide at least five (5) working days' notice from the date of the layoff notice of their intent to exercise their bumping right to the Employer.

Under no circumstances shall an employee's exercise of his/her bumping right result in a greater benefit to the employee than previously held (e.g. a promotion or increase to full-time if previously part-time). The employee bumping into another position shall be given an orientation period to familiarize the employee with the practices and/or policies related to the job. The employee who may be displaced by the more senior employee who is bumping shall be provided at least fourteen (14) calendar days' written notice of layoff. If this employee is eligible to bump another employee pursuant to the conditions in Subsection D, above, then that third employee identified for layoff shall be laid off.

3. RECALL:

A. Any employee who is laid off shall have his/her name placed on a recall list for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held permanent status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff.

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

C. If an employee on recall accepts an opportunity to return to work in a lower classification than the one laid off from, the employee's name may remain on the recall list for their previous higher classification for the balance of the eighteen (18) months, and shall be given an opportunity to accept such a position if it should become available. If an employee is recalled to return to the same classification from which he/she was laid off, and refuses the offer to return, his/her name shall be removed from the recall list and further return rights shall be forfeited.

D. Employees recalled to their former classification within eighteen (18) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within eighteen (18) months to the same or another job classification in the bargaining unit shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff), shall accrue vacation leave at the same accrual rate in effect as of the date of layoff, and the number of years of continuous county service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into part-time positions shall be subject to the terms and conditions described in other articles of this Agreement regarding part-time employment.

ARTICLE XIV - GRIEVANCES

1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the Employer by providing timely settlement of grievances without fear of discrimination or reprisal.

2. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.

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

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

5. Failure by an employee and/or the Union to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the Employer to comply with any grievance time limitations shall permit the Union or the employee to advance the grievance to the next step in the grievance procedure.

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

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

8. GRIEVANCE PROCEDURE:

A. Step 1. A grievance must be presented within ten (10) calendar days of the incident giving rise to the grievance or the date the grievant knew or reasonably could have known of the incident to the Detention Manager. The Detention Manager may schedule a meeting with the employee and his/her Union representative or he/she may respond to the grievance when presented. In either case, the Detention Manager shall respond to the grievance within ten (10) calendar days of the employee raising the issue. If the grievance is not resolved informally, then a written grievance may be filed at step 2.

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

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

The written grievance shall be submitted by the employee and/or the Union Steward/Union Representative to the Juvenile Court Administrator within ten (10) calendar days of the date of the discussion in Step 1 above. A copy of the grievance will be filed concurrently with the Human Resources Department. Within ten (10) calendar days after the receipt of the official written grievance, the Juvenile Court Administrator shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Juvenile Court Administrator shall provide a written response to the employee and

the Union Steward/Union Representative within fourteen (14) calendar days of the meeting. A copy of the grievance response shall be provided to the Human Resources Department. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

C. Step 3. The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the employee, Union Steward/Union Representative, and the Juvenile Court Administrator (or designee) to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the employee, Union Steward/Union Representative, and Juvenile Court Administrator within fourteen (14) calendar days of the meeting. If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

D. Step 4. The Union may choose to submit the grievance to arbitration and in such case will deliver written notification of its intent to arbitrate to the Employer within fourteen (14) calendar days. The Union's request for arbitration shall be in writing and may be filed with the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS), or a mutually agreed upon arbitrator or arbitration service within thirty (30) calendar days of submitting its notice of intent to arbitrate to the Employer. In addition, the Union shall request the arbitration service supply a list of seven (7) qualified arbitrators. If a list of seven arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within fourteen (14) calendar days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator. The referral to arbitration shall contain the following:

1. Question or questions at issue;
2. Statement of facts and position of each respective party; and
3. Copy of the grievance and related correspondence.

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

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

B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

C. Each party may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of the grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.

D. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

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

ARTICLE XIV – LONGEVITY

1. Effective January 1, 2008, the County shall provide additional compensation above each eligible employee's base salary (or base hourly rate, if applicable) to recognize continuous length of service as a County employee, as follows:

Beginning in 11 th and continuing thru 15 th years	1.5% above base
Beginning in 16 th and continuing thru 20 th years	3.0% above base
Beginning in 21 st and continuing thru 25 th years	4.5% above base
Beginning in 26 th year and continuing thereafter	6.0% above base

ARTICLE XV - DURATION

1. DURATION:

a. This Agreement may be changed or modified by negotiations provided that the party desiring change or modification shall notify the other party in writing, at least sixty (60) days before the annual expiration date.

b. Provided, however, that should any Article or Section be found to be impractical or unworkable, such Article or Section may be changed or modified by mutual consent of both parties.

c. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

2. THIS AGREEMENT shall be in full force and effect from the date of ratification by the parties through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2013.

MASON COUNTY JUVENILE COURT

BOARD OF COUNTY COMMISSIONERS

Toni A. Sheldon; Judge
Juvenile Court

Randy Neatherlin; Commissioner
District #1

Amber Finlay; Judge
Juvenile Court

Tim Sheldon; Commissioner
District #2

Harris Haertel; Administrator
Probation Services

Terri Jeffreys; Commissioner
District #3

----- **TEAMSTERS LOCAL NO. 252** -----

Darren L. O'Neil; Secretary-Treasurer

COLLECTIVE BARGAINING AGREEMENT

July, 2010 – December, 2015

BETWEEN

TEAMSTERS LOCAL UNION NO. 252



AND

**MASON COUNTY
GENERAL SERVICES**



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PREAMBLE

Mason County, a political subdivision of the State of Washington, hereinafter referred to as the "County" or "Employer," and Teamsters Union Local #252, hereinafter referred to as the "Union," do hereby enter into this Agreement. The Employer and the Union agree that the effective, efficient and uninterrupted performance of governmental service to the community is their common objective. In order to assist them in achieving that objective, this Agreement represents the establishment of fair and reasonable compensation and working conditions for the employees in this bargaining unit through the collective bargaining process. The Employer and the Union recognize that the success of these objectives depends upon the Employer's success in establishing the service, upon the ability and creative contributions of the employees, and upon the joint efforts of both parties in improving the service. Therefore, the Employer and the Union encourage, to the greatest degree possible, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners for MASON COUNTY recognizes that the Teamster Union Local 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and regular part-time employees of the Mason County departments of Parks, Utilities and Waste Management, Community Development, Health Services (excluding employees represented by the Personal Health Services bargaining unit) and Buildings and Grounds Maintenance, excluding: supervisory employees, confidential employees, watchpersons, scheduler maintenance person at Memorial Hall and employees participating in a job school program from Mason County high schools or, by mutual agreement, from any accredited college or vocational school, which shall be coordinated with the student's academic schedule, under the conditions set forth in the Washington State Public Employee's Collective Bargaining Act of 1967.

ARTICLE II - UNION SECURITY

1. The Union is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The County shall be free to hire necessary employees where and when it chooses, subject to other provisions of this Agreement without regard to Union membership provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good

standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "executed date" shall be substituted for the words "effective date" in the foregoing Union Security Clause.

The only exception to the above is where an employee will have the right to non-association based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a mutually agreeable nonreligious charity and furnish written proof of same to the Local Union.

2. DUES CHECK-OFF: The Employer agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds.

3. UNION ACCESS: Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no disruption of the Employer's business operations.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County reserves all customary management prerogatives including, but not limited to the right to:

- A. Establish, plan for and direct the work force toward the organizational goals of County government.
- B. Determine the organization and merits, necessity, and level of activity or service provided to the public.
- C. Determine the County budget and financial policies, including accounting procedures.
- D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.
- E. Discipline employees for just cause.

- F. Determine the methods, means, equipment, and kinds and number of personnel required to accomplish the governmental operations and maintain the efficiency thereof.
- G. Assign work and schedule employees.
- H. Establish work rules and rules of conduct.
- I. Evaluate employee performance.
- J. Reduce staff or reduce working hours due to a lack of work or lack of funds.
- K. Take all actions necessary to carry out the mission of the County in emergencies.

The Parties recognize that RCW 41.56 may impose an obligation to negotiate changes in wages, hours and working conditions not covered by this Agreement.

The Union recognizes the County's right to manage subject only to the terms and conditions of this Agreement.

ARTICLE IV – VACATIONS

1. LEAVE ACCRUAL:

A. All regular full-time employees of the County coming under this Agreement after six (6) months' employment shall be entitled to and receive vacations leave with pay as follows:

1st through 3rd year of employment	96 hours
4th through 7th year of employment	120 hours
8th through 9th year of employment	144 hours
10th through 11th year of employment	160 hours
12th through 14th year of employment	176 hours
15th through 16th year of employment	184 hours
17th through 19th year of employment	192 hours
20 or more years of employment	200 hours

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

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

D. Regular full-time employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. The maximum amount of vacation leave that may be accrued at any point in time is four hundred (400) hours. No additional vacation leave will be accrued or added to an employee's vacation leave benefit when the maximum accrual has been attained.

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

2. Vacation leave must be requested in writing, in advance, and is subject to the written approval of the Department Head or designee. An employee's request for leave may be denied if the employee has not accrued sufficient leave to cover the absence when the leave request is submitted.

3. When a holiday occurs during an employee's approved vacation leave, the day on which the holiday occurs will be charged as holiday leave rather than vacation leave.

4. Vacation leave accrued within the first six (6) months of employment cannot be utilized by an employee until he/she has successfully completed the initial appointment probationary requirements. An employee whose employment with Mason County terminates within the six (6) month probationary period shall not be paid for any vacation leave accrued during the probationary period.

5. When a regular full-time or regular part-time employee's employment terminates, the employee shall be paid in full for all accrued vacation leave. The vacation leave cash out shall be paid at the employee's rate of pay at the time of separation, provided that no employee may cash out more than four hundred (400) hours of accrued vacation leave. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.

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

ARTICLE V - SICK LEAVE / BEREAVEMENT LEAVE / FAMILY LEAVE

1. SICK LEAVE:

A. Sick leave shall be accumulated for all regular full-time employees at the rate of eight (8) hours per month for each calendar month of continuous employment. Regular part-time employees shall accrue sick leave on a pro-rated basis in proportion to the number of hours the part-time employee is in a paid status during the month as compared to that required for full-time employment. Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

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

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

D. Accrued sick leave may be used for an employee's own illness, injury, pregnancy and/or childbirth, medical and dental appointments, and associated prescribed treatments. Sick leave may be used for the care of immediate family members who have a health condition that requires treatment or supervision and to take immediate family members to medical and dental appointments.

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

E. An employee may be required to furnish medical evidence regarding employability from the employee's health care provider when a pattern of excessive absence and/or sick leave abuse is indicated. Abuse of sick leave shall be grounds for disciplinary actions.

F. Sick leave cannot be taken before it is actually earned.

G. Except in the case of Family Medical Leave Act (FMLA) related leave, an employee who has exhausted his/her accrued sick leave, may substitute vacation leave for the absence with the approval of the Department Head or designee. In

the event that both sick leave and vacation leave balances are exhausted, the Department Head or designee may approve leave without pay.

H. Employees hired before January 1, 2011, shall receive payment for accrued sick leave upon termination of employment with fifteen (15) years of continuous county service; or upon termination of employment with Mason County when the termination is contemporaneous with retirement from an applicable Washington State Public Employees Retirement System; or upon the death of the employee, in which case payment shall be made to his/her estate. For employees hired on or after January 1, 2011, neither they nor their estate shall be eligible to receive any cash out of the employee's accrued sick leave upon separation from county service.

2. SICK LEAVE – ADJUSTMENT FOR WORKER'S COMPENSATION:

A. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with state law.

B. If the employee has accumulated sick leave credit, the County shall pay the sick leave difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her sick leave.

C. Should an employee receive Worker's Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave minus the number of hours at full salary for which he/she is paid to the nearest hour.

D. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave accumulated, provided that the employee shall return any subsequent over-payment to the County.

E. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

F. Nothing herein pertains to a permanent disability award.

G. If an employee has no sick leave accumulated, vacation leave may be substituted.

3. **BEREAVEMENT LEAVE:** Up to three (3) days' of paid bereavement leave may be granted in case of death in the immediate family requiring the attendance of the

employee (funerals are included). Two (2) additional days' of sick leave may be granted at the employee's request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: spouse, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, cousin, niece, nephew, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the employee.

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

5. SHARED LEAVE: Employees are eligible to participate in the County's Shared Sick Leave Policy.

ARTICLE VI – NON-DISCRIMINATION

1. Under this Agreement, neither party will discriminate against employees on the basis of race, sex, age, marital status, color, creed or religion, national origin, political affiliation, veteran status, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of participation in or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

2. Sexual harassment will be considered discrimination under this Article.

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

ARTICLE VII - HOURS OF WORK

1. WORKDAY / WORKWEEK: The workweek shall normally consist of five (5) workdays within a seven (7) consecutive day period beginning Sunday at 12:00 a.m. through Saturday 11:59 p.m. The assignment of workdays and work schedules shall be determined by the Employer in order to meet business and customer service needs or in response to budgetary demands. The Employer may change employee work schedules with five (5) working days' notice to the employee and his/her Union

representative. Less than five (5) working days' notice may be given if mutually agreed between the employee and the Employer. An employee may request to work an alternate work schedule, which shall be subject to the approval of the Employer. The alternate work schedule shall not result in the application of the overtime provisions.

2. MEAL / BREAK PERIODS: Employees may be allowed up to a one (1) hour unpaid lunch period as approved and scheduled by the Employer. Employees are entitled to take one (1) fifteen-minute break for every four (4) hours worked. Breaks should be arranged so that they do not interfere with County business or service to the public. Lunch periods and breaks shall not be combined and they may not be used to shorten an employee's workday. Solid Waste Attendants assigned to remote work locations who are not relieved for lunch shall be provided with a paid one-half (1/2) hour lunch period at approximately midway through the workday. This meal period shall be scheduled so that service to the public is not impaired.

3. FLEX TIME: Flexible starting and/or quitting times may be adopted, on a case-by-case basis, with mutual agreement between the employee and his/her Employer. These work schedule adjustments shall not result in the application of the overtime provisions.

4. OVERTIME: Any employee who works more than forty (40) hours in a workweek shall be compensated at the rate of one and one-half times their straight-time hourly rate for all such overtime hours worked. An employee assigned to work on a Sunday or on a Holiday, when it is not within the employee's usual work schedule, shall be compensated at a rate of two times their straight-time hourly rate for all hours actually worked, in addition to any Holiday Benefit pay. All overtime must be pre-approved by the Employer.

5. COMPENSATORY TIME: The Employer may authorize compensatory time in lieu of overtime compensation and, if so, the employee shall receive compensatory time at the rate of one and one-half times their straight-time hourly rate for all overtime hours worked. Compensatory time earned may not exceed eighty (80) hours at any point in time. Employees shall receive overtime compensation whenever their accrued compensatory time reaches the eighty (80) hours maximum. Upon approval by the County, the employee may be permitted to cash out all or part of the excess compensatory time.

6. TRAVEL: Travel time is to be paid at the employee's regular rate of pay, to include overtime when appropriate, in accordance with the Fair Labor Standards Act (F.L.S.A.).

ARTICLE VIII - HOLIDAYS

1. The following designated annual paid Holidays shall be observed per County Policy (other than the Floaters), with the exception of Solid Waste employees whose

observed Holiday schedule shall be set on an annual basis in consultation with the Union:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving*
July Fourth	Christmas Day
	Two (2) Floating Holidays

** For employees on 4-10s (Monday through Thursday), the 'Day After Thanksgiving' holiday shall be observed on Wednesday, the day before Thanksgiving.*

2. Eligible full-time employees shall receive eight (8) hours of holiday benefit pay. Part-time employees shall be paid pro rata holidays in accordance with the number of hours regularly compensated.
3. The floating holidays are to be at the discretion of the employee with the approval of the supervisor, requiring one week's advance notice, which may be waived by the supervisor.
4. **SOLID WASTE FACILITIES:** Solid Waste employees whose regular schedules include Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Veterans' Day, and Day After Thanksgiving shall receive time and one-half (1 ½) for all hours worked in addition to holiday pay. For work on other Holidays or for employees not regularly scheduled, see Article VII, Section 2.
5. For any Holiday to be paid, an employee must be in paid status the employee's scheduled work-day before and the employee's scheduled work-day after the Holiday.

ARTICLE IX - WAGES

1. **CLASSIFICATIONS AND SALARY SCHEDULE** - See Appendix I:
 - a. Salary Schedule includes previous 2009-2010 COLA adjustments.
2. **OUT-OF-CLASS PAY:** Employee(s) assigned to work at least three (3), eight (8) hour days within a twenty-one (21) calendar day period, in a higher classification will receive the first step salary of the appropriate classification for all time spent in that higher classification. The employee must be performing most of the essential functions of the higher classification to have that time count toward the additional compensation. This section is not applicable to employees who are being trained to perform the work of the higher classification.

3. LEAD WORKER: The County may designate an employee as a Lead Worker; such designation is not considered to be a “job vacancy” or “newly created position” as referenced in ARTICLE XII – SENIORITY, Section 2. A Lead Worker will typically direct, oversee and/or organize the work of other employees, although the County reserves the exclusive right to make a Lead Worker designation based on other factors and rationale. The Lead Worker cannot hire, fire, or discipline other employees within the Teamsters bargaining unit. This job classification is used at the discretion of management (and with prior approval of the Board of County Commissioners). A Department Head will post within his/her Department a notice of intent to appoint a Lead Worker. He/she will give full consideration to all departmental applicants before going outside his/her department. Any employee who acts as Lead Worker will receive an additional ten percent (10%) salary for the period of time they perform that function.

4. LONGEVITY: the County shall provide additional compensation above each eligible employee’s base salary (or base hourly rate, if applicable) to recognize continuous length of service as a County employee, as follows:

Beginning in 11 th and continuing thru 15 th years	1.5% above base
Beginning in 16 th and continuing thru 20 th years	3.0% above base
Beginning in 21 st and continuing thru 25 th years	4.5% above base
Beginning in 26 th year and continuing thereafter	6.0% above base

5. The County shall pay for all required medical examinations including employees who are required to possess a Commercial Driver’s License, and also reimburse such CDL holders for the costs above the basic Washington State Driver’s License that are unique to maintaining their CDL (excluding any cost/fees caused by improper driver acts). This benefit shall be for current employees only; it excludes the cost(s) of any certification/testing/examination required to meet the conditions of employment for the prospective employee’s position. Should an employee seek to transfer to a new position requiring certification/testing/examination to meet the minimum requirements for the position, the cost shall be borne by the employee.

6. The Employer shall make available information monthly which shall reflect all items covered by gross pay such as; sick leave, vacation time, straight time and overtime.

7. Additional Compensation: In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for “overpayments” made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

ARTICLE X - HEALTH AND WELFARE

1. The County shall contribute as identified below per employee, per month, toward the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B and current County dental, vision, and life insurance plans.

The County contribution for Health & Welfare Insurance shall be:

A. Effective August 1, 2013, the contribution shall be increased to nine hundred and fifty-five dollars (\$955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective July 1, 2014 the contribution shall be increased to nine hundred and ninety dollars (\$990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective July 1, 20, 2015 the contribution shall be increased to one thousand and fifty dollars (\$1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

2. In the event the County's maximum monthly contribution is insufficient to provide all of the total Health and Welfare premiums as referenced in Section 1 above, the priority order for full County payment shall be as follows:

(1) Life Insurance; (2) Vision; (3) Dental; and (4) Medical.

3. Any monthly premium contribution required above the County's maximum contribution shall be paid by a reduction of the necessary amount from the employee's salary.

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

5. SAFETY EQUIPMENT; PROTECTIVE GEAR; APPROPRIATE SUPPLIES: The County shall utilize a 'quartermaster system' to supply employees with appropriate safety equipment, protective gear, and other appropriate supplies on an as-needed basis. When such time as any or all of such equipment wears out, the County shall replace such items, free of charge to the employee, so long as it can be shown that the items were no longer functional due to standard 'wear and tear' and not due to the negligence or intentional misconduct by the employee to damage such equipment items.

ARTICLE XI – TYPES OF APPOINTMENT

1. Definitions:

A. Regular Employee – An employee appointed into a budgeted position that requires completion of an initial probationary period before regular status is attained.

B. Extra-Help Employee – An employee hired to temporarily replace a regular employee who is on vacation or other leave, to meet peak workload needs, or to temporarily fill a vacancy until a regular employee is hired. Extra help employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

C. Seasonal Employee – The County may make seasonal appointments when the work to be performed is seasonal or cyclical in nature, generally recurs at the same time each year in the same department. Seasonal appointments shall not exceed five (5) consecutive months.

D. Project Employee – An employee appointed into a position designated by the County as a “project position” for which employment is contingent upon state, federal or local grant, or other special funding. Project positions shall be time-limited in duration, and employees so appointed shall be notified upon hire of the expected ending date of the project appointment. Project employees shall be considered regular employees during their limited employment; however, such employees shall only be considered for layoff and/or have layoff rights within the project and cannot be bumped by other non-project employees. Likewise, project employees shall not have the right to bump into regular, non-project positions.

E. On-Call Employee – The County may make on-call appointments where the work is sporadic or intermittent in nature. The County may end on-call employment at any time by giving notice to the employee. The County will contact the Union representative to advise when the need for an on-call employee exists.

2. Benefits: Extra help, seasonal and on-call employees are employed at-will and may be terminated at any time, with or without cause. Extra help, seasonal employees and on-call employees are not eligible for sick leave, vacation leave, bereavement leave, paid holidays, or insurance benefits.

ARTICLE XII - FILLING POSITIONS

1. All newly hired employees will serve an initial probationary period of six (6) months. A probationary period may be extended by the Employer with written notice to the employee and the Union. A probationary employee does not have the right to grieve dismissal.

2. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement. However, the Employer may shorten or eliminate the probationary period of a former employee who quits and returns as a new hire, and/or may hire the employee at Step 2 of the Salary Schedule.

3. Employees who are reclassified, promoted or transferred may serve a trial service period of up to three (3) months. Employees may elect to revert to their previous job classification and position within thirty (30) calendar days of the effective date of their reclassification, promotion or transfer. After thirty (30) days, if the employee is unsuccessful in the new position, the employee shall be returned to his or her previous position only if it is vacant. If the position is not vacant or if it has been abolished, the employee will be laid off in accordance with Article XII, Seniority, Layoff and Recall, except that the employee shall not be eligible to exercise the bumping provision. Employees on trial service shall be paid the appropriate established salary for that position and if reverted, either voluntarily or by the Employer, will return to their previous salary (including any adjustments due, e.g., salary increase, step increases, etc.).

4. Job vacancies (or newly created positions) under this Agreement shall be posted as follows:

A. The posting of a vacant or new position shall begin in the department in which the position exists, and shall be limited to bargaining unit employees within that department. The notice shall be posted for seven (7) calendar days. Former bargaining unit employees of the department who were laid off from another job classification and are on the recall list shall be notified of such vacancies during their recall period. These individuals may apply for internal job openings and shall be considered at the same time as active bargaining unit employees of the department.

B. If a qualified candidate is not identified internally, the department head shall post the position bargaining unit-wide for seven (7) calendar days. Bargaining unit employees who were laid off and are on the recall list may apply for the position. A Department Head may elect to simultaneously post the position within his/her department and bargaining unit-wide for seven (7) calendar days.

C. Qualified employees must apply for the posted position within the seven (7) calendar day posting period(s) described above in order to be considered. If a qualified candidate is not identified, the Department Head may post the position generally.

D. The term "qualified" shall mean that the applicant meets the qualifications for the position as stated on the job description and, if the applicant is an employee, he/she shall not currently be in a sustained disciplinary process.

ARTICLE XIII - TEAMSTERS PENSION

1. The COUNTY shall continue to make payments to the Western Conference of Teamsters Pension Trust Fund to the account of each member of this bargaining unit based on monthly computations. Monthly computations are based upon an amount equal to fifty cents **(\$0.50)** per hour for each hour for which compensation is paid to individual employees of the bargaining unit. Payment is remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.
2. Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

ARTICLE XIV – SENIORITY, LAYOFF AND RECALL

1. General

A. For purpose of promotions and/or layoffs from within a department, seniority shall mean that time spent in each individual department within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.

B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

C. Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on lay-off status who are recalled within eighteen (18) months of the date they were laid off shall have their original seniority date adjusted by the period of time in layoff status.

D. Except for employees out on a protected leave (e.g. FMLA, Military Leave, etc.), an employee taking an approved unpaid leave of absence for fourteen (14) consecutive calendar days or more shall retain his/her current seniority but shall not accrue seniority credits while on such unpaid leave of absence.

2. Layoff

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

B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies).

C. If normal attrition is not feasible, the Department Head shall determine which position(s) will be eliminated. The least senior employee(s) in the affected job classification(s) within the affected department shall be laid off. Employees scheduled for layoff shall be given at least fourteen (14) calendar days' written notice of the lay off.

D. Before laying off any permanent employee, all extra help and probationary employees within the same department shall be laid off first.

E. Employees notified for layoff may bump other employees in their own department in lieu of being laid off, if all of the following conditions are met:

- 1) They have more seniority than the employee they will bump;
- 2) The job classification they are bumping into is paid on a salary range that is equal to or less than the salary range of their job classification;
- 3) They previously held status in that job classification or they are determined by the Employer to be able to immediately perform the primary duties of the position they are requesting to bump into; and
- 4) They provide written notification to their department head of their intent to exercise their bumping right within five (5) calendar days' of receiving their layoff notice.

Under no circumstances shall an employee's exercise of his/her bumping right result in a greater benefit to the employee than previously held (e.g. a promotion or increase to full-time if previously part-time). The employee bumping into another position shall be given an orientation period to familiarize the employee with the practices and/or policies related to the job. The employee who may be displaced by the more senior employee who is bumping shall be provided at least fourteen (14) calendar days' written notice of layoff. If this employee is eligible to bump another employee in his/her department pursuant to the conditions outlined in this subsection, then the third employee identified for layoff shall be laid off.

F. It is understood that employees being laid off and/or recalled under this Agreement must meet the education, experience and, if applicable, license and/or certification requirements and be able to immediately perform the primary duties of the position they are requesting to bump or be recalled into.

3. Recall.

A. Any regular employee who is laid off shall have his/her name placed on a recall list within his/her department for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held regular status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff. Employees who were laid off shall be considered for other positions in their department and/or within the bargaining unit in accordance with Article XII - "Filling Positions."

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

C. If an employee on recall accepts an opportunity to return to work in a lower classification than the one laid off from, the employee's name may remain on the recall list for their previous higher classification for the balance of the eighteen (18) months, and shall be given an opportunity to accept such a position if it should become available. If an employee is recalled to return to the same classification from which he/she was laid off, and refuses the offer to return, his/her name shall be removed from the recall list and further return rights shall be forfeited.

D. Employees recalled to their former classification within eighteen (18) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within eighteen (18) months shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff); shall accrue vacation leave at the same accrual rate in effect as of the date of layoff; and the number of years of continuous county service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

ARTICLE XV - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal.

2. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.

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

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

5. Failure by an employee and/or the Union to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the County to comply with any grievance time limitations shall permit the Union or the employee to advance the grievance to the next step in the grievance procedure.

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

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

8. GRIEVANCE PROCEDURE:

A. Step 1. A grievance must be presented within ten (10) calendar days of the incident giving rise to the grievance or the date the grievant knew or reasonably could have known of the incident to the employee's immediate supervisor or manager if the grievance is not related to a salary issue. The supervisor or manager may schedule a meeting with the employee and his/her Union representative or he/she may respond to the grievance when presented. In either case, the supervisor shall respond to the grievance within seven (7) calendar days of the employee raising the issue. If the grievance is not resolved informally, then a written grievance may be filed at step 2. However, if the incident is related to a salary issue, the employee and/or the Union Steward shall submit a written grievance at Step 2 to the Department Head within ten (10) calendar days of the incident giving rise to the grievance.

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

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

The written grievance shall be submitted by the employee and/or the Union Steward/Union Representative to the Department Head within ten (10) calendar days of the date of the discussion in Step 1 above. A copy of the grievance will be

filed concurrently with the Human Resources Department. Within ten (10) calendar days after the receipt of the official written grievance, the Department Head (or designee) shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Department Head shall provide a written response to the Employee and the Union Steward/Union Representative within fourteen (14) calendar days of the meeting. A copy of the grievance response shall be provided to the Human Resources Department. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

C. Step 3. The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the Employee, Union Steward/Union Representative, and the Department Head to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the Employee, Union Steward/Union Representative, and Department Head within fourteen (14) calendar days of the meeting. If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

D. Step 4. The Union may choose to submit the grievance to arbitration and in such case will deliver written notification of its intent to arbitrate to the Employer within fourteen (14) calendar days. The Union's request for arbitration shall be in writing and may be filed with the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS), or a mutually agreed upon arbitrator or arbitration service within thirty (30) calendar days of submitting its notice to the Employer of its intent to arbitrate. In addition, the Union shall request the arbitration service supply a list of seven (7) qualified arbitrators. If a list of seven arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within fourteen (14) calendar days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator. The referral to arbitration shall contain the following:

1. Question or questions at issue;
2. Statement of facts and position of each respective party; and
3. Copy of the grievance and related correspondence.

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

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her

power shall be limited to interpretation or application of the terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

C. Each party may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of the grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.

D. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

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

ARTICLE XVI – DURATION

1. This Agreement may be changed or modified by negotiations provided that the party desiring change or modification shall notify the other party in writing, at least sixty (60) days before the annual expiration date.

2. Provided, however, that should any Article or Section be found to be impractical or unworkable, such Article or Section may be changed or modified by mutual consent of both parties.

3. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

4. THIS AGREEMENT shall be in full force and effect from the date of ratification by the parties through December 31, **2015**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

this _____ day of _____ 2013.

TEAMSTERS LOCAL NO. 252

BOARD OF COUNTY COMMISSIONERS

Darren L. O'Neil; Secretary-Treasurer

Randy Neatherlin; Commissioner
District #1

Date

Tim Sheldon; Commissioner
District #2

Terri Jeffreys; Commissioner
District #3

APPENDIX I

	First 6 Months	There-after
JOB TITLE / CLASSIFICATION	STEP 1	STEP 2
CLERICAL I	2640	2761
CLERICAL II (1 YEAR AFTER HIRE)	-----	3004
CLERICAL III (3 YEARS AFTER HIRE)	-----	3190
B.O.E. CLERK	-----	3190
ADDRESSING TECHNICIAN	3040	3233
DATA BASE TECHNICIAN	3555	3727
ACCOUNTING TECHNICIAN	3326	3496
SENIOR ACCOUNTING TECHNICIAN	3656	3844
PROGRAM SUPPORT TECHNICIAN	4021	4227
PERMIT SPECIALIST I	3192	3297
PERMIT SPECIALIST II	3510	3631
BUILDING INSPECTOR I	3263	3427
BUILDING INSPECTOR II	3711	3902
BUILDING INSPECTOR III	4122	4338
BUILDING INSPECTOR IV	4745	4996
LEAD PLANS EXAMINER	4745	4996
FIRE MARSHAL	4510	4956
FIRE WARDEN	2348	2783
ENVIRONMENTAL HEALTH SPECIALIST I	3438	3615
ENVIRONMENTAL HEALTH SPECIALIST II	3820	4018
ENVIRONMENTAL HEALTH SPECIALIST III	4242	4472
PARKS & FACILITIES SCHEDULER	2998	3190
PARKS MAINTENANCE I	3177	3342
PARKS MAINTENANCE II	3910	4121
SOLID WASTE ATTENDANT I	2072	2202
SOLID WASTE ATTENDANT II	2753	2883
SOLID WASTE ATTENDANT III	3337	3503
SOLID WASTE ATTENDANT IV	3664	3858
MAINTENANCE I / CUSTODIAN	2536	2657
MAINTENANCE II	3183	3342
MAINTENANCE III	3767	3956
CS&W OPERATOR I	3043	3186
CS&W OPERATOR II	3874	4073
CS&W OPERATOR II-A / UTILITY MAINT.	3926	4125
CS&W OPERATOR III	4182	4401
WATER QUALITY TECHNICIAN I	2504	2622
WATER QUALITY TECHNICIAN II	2871	3011
WATER QUALITY TECHNICIAN III	3180	3337
LABORATORY SPECIALIST	3514	3694
PLANNER I	3815	4005
PLANNER II	4244	4451
PLANNER III	4499	4678
SEASONAL MAINTENANCE WORKER	Up to \$12.26 per hour	

COLLECTIVE BARGAINING AGREEMENT

July, 2010 – December, 2015

BETWEEN

TEAMSTERS LOCAL UNION NO. 252



AND

**MASON COUNTY
APPRAISERS UNIT**



COLLECTIVE BARGAINING AGREEMENT
July, 2010 – December, 2015

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PREAMBLE

The Board of Mason County Commissioners and the Mason County Assessor; hereinafter referred to as the "County" or "Employer," and Teamsters Local No. 252, referred to hereinafter as the "Union," do hereby reach agreement for the purpose of settling salaries, benefits and conditions of employment for employees in the Office of the County Assessor in the job classifications of Appraiser I, II, and III, and G.I.S. Technician.

ARTICLE I – NON-DISCRIMINATION

1. Mindful of their legal and moral obligations, the parties agree that, in service to the public, they will provide equal treatment and respect for all, including the public, as well as the parties to this Agreement. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, creed, national origin, physical handicaps, physical characteristics, sexual orientation, sex, age, place of residence and marital or family status.
2. Disputes involving this Article may be processed through an appropriate agency and/or the grievance procedure; however, use of the grievance procedure is encouraged prior to the initiation of any other official action involving such a dispute when the action is originated by the Union or members thereof.
3. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.
4. The Union and the County mutually agree that sexual harassment of bargaining unit employees in any form is prohibited.

ARTICLE II – RECOGNITION / UNION SECURITY

1. The Employer recognizes the Union as the designated representative for all employees for the purpose of collective bargaining with respect to wages, benefits, and working conditions. The term, "employee" refers to all Appraisers and G.I.S. Technicians employed by the Mason County Assessor's Office, excluding the Chief Appraiser. An "Appraiser" shall be defined as an employee whose duties include determining the value of all taxable real and/or personal property.
2. The Employer shall not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreements shall be null and void.

3. Membership in the Union shall be a condition of employment with the Employer. All new employees shall become members of the Union within thirty (30) days after the date of their employment. All employees shall remain members in good standing of the Union as a condition of employment.
4. DUES CHECK-OFF: The Employer agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions or refunds.
5. Union Access: Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no disruption of the Employer's operations.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County reserves all customary management prerogatives including, but not limited to the right to:

- A. Establish, plan for and direct the work force toward the organizational goals of County government.
- B. Determine the organization and merits, necessity, and level of activity or service provided to the public.
- C. Determine the County budget and financial policies, including accounting procedures.
- D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.
- E. Discipline employees for just cause.
- F. Determine the methods, means, equipment, and kinds and number of personnel required to accomplish the governmental operations and maintain the efficiency thereof.

- G. Assign work and schedule employees.
- H. Establish work rules and rules of conduct.
- I. Evaluate employee performance.
- J. Reduce staff or reduce working hours due to a lack of work or lack of funds.
- K. Take all actions necessary to carry out the mission of the County in emergencies.

The Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours and working conditions not covered by this Agreement.

ARTICLE IV - GRIEVANCES

1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal.
2. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.
3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.
4. Any grievance procedure time limit may be extended by mutual written agreement.
5. Failure by an employee and/or the Union to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the County to comply with any grievance time limitations shall permit the Union or the employee to advance the grievance to the next step in the grievance procedure.
6. A grievance of interest to several employees may be filed as a "group grievance."
7. The processing and adjudication of grievances shall be conducted during working hours.
8. Grievance Procedure:
 - A. Step 1. A grievance must be presented within ten (10) calendar days of the incident giving rise to the grievance or the date the grievant knew or reasonably could have known of the incident to the employee's immediate supervisor or manager if the grievance is not related to a salary issue. The supervisor or manager may schedule a

meeting with the employee and his/her Union representative or he/she may respond to the grievance when presented. In either case, the supervisor shall respond to the grievance within seven (7) calendar days of the employee raising the issue. If the grievance is not resolved informally, then a written grievance may be filed at step 2. However, if the incident is related to a salary issue, the employee and/or the Union Steward shall submit a written grievance at Step 2 to the Mason County Assessor within ten (10) calendar days of the incident giving rise to the grievance.

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

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

The written grievance shall be submitted by the employee and/or the Union Steward/Union Representative to the Mason County Assessor within ten (10) calendar days of the date of the discussion in Step 1 above. A copy of the grievance will be filed concurrently with the Human Resources Department. Within ten (10) calendar days after the receipt of the official written grievance, the Mason County Assessor (or designee) shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Mason County Assessor shall provide a written response to the Employee and the Union Steward/Union Representative within fourteen (14) calendar days of the meeting. A copy of the grievance response shall be provided to the Human Resources Department. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

C. Step 3. The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the Employee, Union Steward/Union Representative, and the Mason County Assessor (or designee) to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the Employee, Union Steward/Union Representative, and Mason County Assessor within fourteen (14) calendar days of the meeting. If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

D. Step 4. The Union may choose to submit the grievance to arbitration and in such case will deliver written notification of its intent to arbitrate to the Employer within fourteen (14) calendar days. The Union's request for arbitration shall be in writing and may be filed with the Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Service (FMCS), or a mutually agreed upon arbitrator or arbitration service within thirty (30) calendar days of the Union's notice to the Employer of its intent to arbitrate. In addition, the Union shall request the arbitration service supply a

list of seven (7) qualified arbitrators. If a list of seven arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within fourteen (14) calendar days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator. The referral to arbitration shall contain the following:

1. Question or questions at issue;
2. Statement of facts and position of each respective party; and
3. Copy of the grievance and related correspondence.

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

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

B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

C. Each party may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of the grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.

D. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

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

ARTICLE IV – SENIORITY, LAYOFF AND RECALL

1. General

A. For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.

B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

C. Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on layoff status who are recalled within eighteen (18) months of the date they were laid off shall have their original seniority date adjusted by the period of time in layoff status.

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

2. Layoff

A. A layoff is an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month. The Employer may reduce the work force because of lack of work or lack of funds and will notify the Union of its intentions prior to any implementation.

B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies.)

C. If normal attrition is not feasible, then the Employer shall determine which positions(s) will be eliminated. The least senior employee(s) in the affected job classification(s) shall be laid off. Employees scheduled for layoff shall be given at least fourteen (14) calendar days' written notice of the lay off.

D. Employees scheduled for layoff may bump into another employee's position in lieu of being laid off, if all of the following conditions are met:

- 1) They have more seniority than the employee they will bump;
- 2) The job classification they are bumping to is paid on a salary range that is equal to or less than the salary range of their job classification;
- 3) They previously held status in that job classification or they are determined by the Employer to be qualified to immediately perform the primary functions of the job; and
- 4) They provide at least five (5) working days' notice from the date of the layoff notice of their intent to exercise their bumping right to the Employer.

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

time if previously part-time). The employee bumping into another position shall be given an orientation period to familiarize the employee with the practices and/or policies related to the job. The employee who may be displaced by the more senior employee who is bumping shall be provided at least fourteen (14) calendar days' written notice of layoff. If this employee is eligible to bump another employee pursuant to the conditions in Subsection D, above, then that third employee identified for layoff shall be laid off.

3. Recall

A. Any regular employee who is laid off shall have his/her name placed on a recall list for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held regular status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff. Employees who were laid off may be considered for other positions in the Assessor's office that they are deemed qualified to perform.

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

C. If an employee on recall accepts an opportunity to return to work in a lower classification than the one laid off from, the employee's name may remain on the recall list for their previous higher classification for the balance of the eighteen (18) months, and shall be given an opportunity to accept such a position if it should become available. If an employee is recalled to return to the same classification from which he/she was laid off, and refuses the offer to return, his/her name shall be removed from the recall list and further return rights shall be forfeited.

D. Employees recalled to their former classification within eighteen (18) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within eighteen (18) months to the same or another job classification in the bargaining unit shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff), shall accrue vacation leave at the same accrual rate in effect as of the date of layoff, and the number of years of continuous county service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

ARTICLE V - DISCIPLINARY ACTION

1. The Employer may, for just cause, discharge or suspend any employee, but no employee shall be discharged or suspended unless a written warning notice shall have previously been given to such employee of a complaint against them concerning their work or conduct, such warning notice shall remain in effect for six (6) months, except that no such warning notice shall be necessary if the cause for discharge or suspension is for reasons such as proven dishonesty or physical violence against another Mason County employee or official.
2. The complaint specified in such prior warning notice shall be for the type of misconduct as the cause for discharge or suspension. A copy of all warning notices shall be sent to the Union at the time it is given to the employee.
3. Any employee may request an investigation by the Union of their discharge or suspension or any warning notice. Any such protest shall be presented to the County in writing within fifteen (15) calendar days after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.
4. The parties shall meet and attempt to resolve the grievance. In the event they are not able to resolve the grievance it shall be referred to Paragraph 3 of the grievance procedure.

ARTICLE VI - PROBATIONARY PERIOD

1. All newly hired and rehired employees (does not include those rehired from layoff) will be placed on probationary status for a period of six (6) calendar months from date of hire.
2. The Employer may discharge a probationary employee with one day's notice in writing. A probationary employee does not have the right to grieve dismissal.

ARTICLE VII - EMPLOYEE RIGHTS

1. Except as provided by law, the official personnel file shall contain all of the official employee information kept by the County.
2. Except for routine employee Action Forms, any written information to be placed in an employee's official personnel file shall first be examined by the employee and the Assessor, dated, and initialed by each. The employee may respond in writing to the subject material.

3. Materials in the employee's personnel file which have been reviewed by the employee and judged by the employee to have an adverse effect upon his/her employment may have his/her written response attached to said information which becomes a part of his/her official personnel records. Any written material in the personnel file believed to have an adverse effect on the employee's job, and upon which the employee and Assessor agree to eliminate, shall be removed and destroyed in the presence of the employee.

ARTICLE VIII - HOURS OF WORK

1. Any employee compensated more than forty (40) hours in a week shall be paid at time-and-one-half (1 ½) their straight-time hourly rate for all such overtime hours; or if both Employer and employee agree, overtime may be compensated with compensatory time at the time-and-one-half (1 ½) rate. This compensatory time shall be used within the calendar year, as agreed by the Assessor and the employee.

2. Flex time will be negotiated between the Union or any employee and the Mason County Assessor.

3. Employees will continue to be allowed 4-10 schedules. The following shall apply to employees working a 4-10 work-week schedule:

A. All hours compensated over ten (10) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 ½) the regular rate.

B. Any Holiday that falls on a scheduled work day of a four-ten work-week shall be paid at eight (8) hours' pay. Employees shall have the opportunity to use two (2) hours vacation/accrued comp time to supplement the eight hours' pay. If the employee does not have accrued vacation time or comp time available, the two hours shall be leave without pay.

C. Sick Leave accumulation and Vacation Leave accumulation shall remain the same – one day accumulation shall mean eight (8) hours.

D. Sick Leave and Vacation Leave will be charged by the number of hours taken.

E. If a call-out is required on a scheduled day-off, it will be treated in the same manner as any Saturday call-out.

F. Rest Breaks and Meal Periods will remain the same.

4. Employees shall be allowed one fifteen (15) minute paid rest period for each four (4) hours of continuous work, or major portion thereof, taken approximately midpoint of each segment.

ARTICLE IX – HOLIDAYS

1. The following annual paid Holidays are recognized for all employees:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day (Armistice Day)
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving*
July Fourth	Christmas Day
	Two (2) Floating Holidays

** For employees on 4-10s (Monday through Thursday), the 'Day After Thanksgiving' holiday shall be observed on Wednesday, the day before Thanksgiving.*

2. Eligible full-time employees shall receive eight (8) hours of holiday benefit pay. Part-time employees shall be paid pro rata holidays in accordance with the number of hours regularly compensated.
3. Holidays shall be observed per County policy; typically when a recognized Holiday falls on a Saturday, the preceding work-day shall be considered the holiday. When a recognized Holiday falls on a Sunday, the following Monday shall be considered the holiday.
4. If any employee is requested to work on a Holiday, the employee shall receive two (2) times their regular rate of pay, plus holiday benefit pay.

ARTICLE X - SICK / FAMILY / BEREAVEMENT LEAVE

1. Sick leave shall be accumulated for all employees at the rate of eight (8) hours per month for each month of employment.
2. Sick leave will be charged by the actual number of hours taken.
3. Regular part-time employees shall have pro-rata sick leave in accordance with the number of hours compensated.
4. When an employee's sick leave necessitates more than five (5) days of leave from work, the employee shall provide the position supervisor, upon request, a written verification that he/she has been under the care of a medical doctor, or other bona-fide practitioner.

5. Sick leave accrual may not exceed twelve hundred (1200) hours.
6. A minimum of ninety-six (96) hours per month must be compensated for an employee to receive Sick Leave accrual for that month.
7. Accrued sick leave may be used for bona-fide illness, injury, pregnancy and/or childbirth, medical and dental appointments and prescribed treatment associated therefrom.
8. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take dependent family members to medical, dentist, orthodontist, or eye appointments. Employees are expected to give two (2) days' notice for non-emergency appointments.

“Immediate family” shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Assessor or designee.
9. In the event of an employee's death, his/her beneficiary (or if none, the estate) shall receive pay for all accumulated unused sick leave, as established by Mason County.
10. When an employee retires under the Public Employees Retirement System or leaves after fifteen (15) continuous years of service, payment for accrued sick leave shall be paid for the full accrual. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.
11. BEREAVEMENT LEAVE: Up to three (3) days' funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days sick leave may be taken at the employee's request. Immediate family includes only persons related by blood or marriage or legal adoption and is limited to the following relations: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, cousin, niece, nephew, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law of the employee.
12. Sick leave should be considered as a type of insurance and not as a benefit. Abuse of sick leave shall be grounds for disciplinary action.
13. FAMILY LEAVE: The Union and the County mutually agree to comply with all State and Federal Family Leave Laws, and the following guidelines shall be in effect:

- A. Use a rolling twelve (12) month eligibility period.
- B. An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.
- C. An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work or be on leave with pay status, for at least ninety-six (96) hours during the month to accrue any leave.
- D. An employee would retain his/her seniority position, accruing seniority while on leave.
- E. The employee will give thirty (30) days' notice if the need for the leave is foreseeable.
- F. The County may request a doctor's certificate. The doctor will not be required to list the diagnosis. The doctor will certify that the need for the leave meets the criteria of the law. The County and/or employee's insurance will pay for the visit to the doctor for the certificate. If either party wishes a second opinion, they will pay the cost of the doctor. If two conflicting opinions are received and a third doctor is needed, the Union and the County will agree on the third doctor, and the County and the employee will split the cost.
- G. The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for employee and dependent coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.
- H. "Significant others" are not covered by the law.

14. SHARED LEAVE: Employees are eligible to participate in the County's Shared Sick Leave Policy.

15. LEAVE WITHOUT PAY: Any absence from duty allowed for which equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued deducted from their earnings of the employee and clearly set forth in the payrolls effected.

16. SICK LEAVE – ADJUSTMENT FOR WORKER'S COMPENSATION:

- A. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Worker's Compensation in accordance with State Law.
- B. If the employee has accumulated Sick Leave credit, the County shall pay the Sick Leave difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her Sick Leave.
- C. Should an employee receive Worker's Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave minus the number of hours at full salary for which he/she is paid to the nearest hour.
- D. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave accumulated, provided that the employee shall return any subsequent overpayment to the County.
- E. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.
- F. Nothing herein pertains to a permanent disability award.
- G. If any employee has no sick leave accumulated, the words "annual leave" may be substituted for "sick leave" above.

ARTICLE XI - VACATIONS

1. LEAVE ACCRUAL:

- A. All regular full-time employees of the County coming under this Agreement after six (6) months' employment shall be entitled to and receive vacation leave with pay as follows:

1 st through 3 rd year of employment	96 hours
4 th through 7 th year of employment	120 hours
8th through 9th year of employment	144 hours
10 th through 11 th year of employment	160 hours
12th through 14th year of employment	176 hours
15th through 16th year of employment	184 hours
17th through 19th year of employment	192 hours
20 or more years of employment	200 hours

- B. Regular part-time employees shall accrue vacation leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment, plus they must also meet the qualification for PERS participation to have vacation leave accrual apply.
 - C. The first day of the month of hire shall be the effective date of subsequent increases in the vacation leave accrual rate for employees hired between the first and the fifteenth of the month. The first day of the month following the month of hire shall be the effective date of subsequent increases in the vacation leave accrual for employees hired between the sixteenth and the last day of the month.
 - D. Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. The maximum amount of vacation leave that may be accrued at any point in time is four hundred (400) hours. No additional vacation leave will be accrued or added to an employee's vacation leave benefit when the maximum accrual has been attained, except when approved in writing by the Department Head.
 - E. Regular full-time employees must work or be in a paid status at least eighty (80) hours in a month in order to accrue vacation leave for the month. Regular part-time employees must work or be in a paid status at least in the same proportion to the eighty (80) hours as their regular hours are to full-time employment to accrue vacation leave for that month.
2. Vacation leave must be requested in writing, in advance, and is subject to the written approval of the County Assessor or designee. Vacation leave approval will be granted on the basis of the employee meeting workload requirements.
3. When a holiday occurs during an employee's approved vacation leave, the day on which the holiday occurs will be charged as holiday leave rather than vacation leave.
3. Vacation leave accrued within the first six (6) months of employment cannot be utilized by an employee until he/she has successfully completed the initial appointment probationary requirements. An employee whose employment with Mason County terminates within the six (6) month probationary period shall not be paid for any vacation leave accrued during the probationary period.
4. When a regular full-time or regular part-time employee's employment terminates, the employee shall be paid in full for all accrued vacation leave. The vacation leave cash out shall be paid at the employee's rate of pay at the time of separation, provided that no employee may cash out more than four hundred (400) hours of accrued vacation leave.

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

ARTICLE XII - EMPLOYEE BENEFITS

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

2. **SAFETY EQUIPMENT; PROTECTIVE GEAR; APPROPRIATE SUPPLIES:** The County shall utilize a 'quartermaster system' to supply employees with appropriate safety equipment, protective gear, and other appropriate supplies on an as-needed basis. When such time as any or all of such equipment wears out, the County shall replace such items, free of charge to the employee, so long as it can be shown that the items were no longer functional due to standard 'wear and tear' and not due to the negligence or intentional misconduct by the employee to damage such equipment items. One example is that the County shall continue to provide appropriate rain gear to each employee on an as-need basis.

3. **SUPPLEMENTAL RETIREMENT PROGRAM:** Effective January 1, 2008, based on January hours, the COUNTY shall pay an amount equal to sixty-five cents **(\$.65)** per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the ACT.

4. **MEDICAL INSURANCE:** The Employer shall continue to pay into the Washington Teamsters Welfare Trust for Medical Plan B (with the \$100 per week time loss option) for each employee compensated for eighty (80) hours or more per month.

5. DENTAL INSURANCE: The Employer shall continue to pay into the Washington Counties Insurance Fund dental plan the monthly premium for each employee compensated for eighty (80) hours or more per month.

6. VISION INSURANCE: The Employer shall continue to pay into the Washington Counties Insurance Fund Vision Plan the monthly premium for each employee compensated for eighty (80) hours or more per month.

7. LIFE INSURANCE: The Employer shall continue to pay into the Washington Counties Insurance Fund for \$24,000 in life insurance the monthly premium for each employee compensated for eighty (80) hours or more per month.

8. The Employer agrees to abide by such rules as may be established by the Trustees of said Trusts to facilitate the determination of hours for which contributions are due, the prompt and orderly collection of such amounts and accurate recording of such hours and such amounts paid on behalf of each employee covered by the Agreement.

9. MONTHLY PREMIUMS and MAINTENANCE OF BENEFITS:

The County shall contribute as below per employee, per month towards the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month.

The County contribution for Health & Welfare Insurance shall be:

A. Effective August 1, 2013, the contribution shall be increased to nine hundred and fifty-five dollars (\$955) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective July 1, 2014 the contribution shall be increased to nine hundred and ninety dollars (\$990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective July 1, 20, 2015 the contribution shall be increased to one thousand and fifty dollars (\$1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

In the event the County's maximum monthly contribution is insufficient to provide all of the of the total Health and Welfare premiums above, the priority order for full County payment shall be as follows:

(1) Life Insurance; (2) Vision; (3) Dental; and (4) Medical.

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

ARTICLE XIII - WORKING OUT OF CLASSIFICATION

1. No employee shall be reduced in salary or benefits because of being assigned by the Employer to perform the work of a lower classification.
2. In the event the Assessor assigns an employee to perform the principle duties of the work of a higher classification for a day or more within a week, the employee shall be paid the higher rate for all hours worked.

ARTICLE XIV - LEAVE OF ABSENCE

1. An employee may request a leave of absence without pay for up to a period of one (1) year.
2. If a leave of absence without pay is granted, the employee shall have return rights to his/her previously held position. If the previously held position had been abolished during the leave of absence, then the employee shall have return rights to a similar position (a position in the same classification at the same salary level).
3. An employee's seniority shall not be affected by a leave of absence.

ARTICLE XV - CLASSIFICATION

1. EDUCATION / EXPERIENCE:

The County will pay for first time attendance at courses and/or tests required to maintain employment qualifications established in this contract and/or as required by the State of Washington.

Other schools, seminars and courses may be attended to increase professional qualifications in generally accepted appraisal practices, as agreed upon by the Assessor and the Appraiser.

2. ADVANCEMENT / ANNIVERSARY DATE:

The date of advancement or promotion into a higher Classification becomes the anniversary date that determines further Step increases within that Classification.

The employee's actual date of hire with Mason County will always remain the same (regardless of promotion) for purposes of annual and sick leave, and retirement.

3. CLASSIFICATIONS:

A. Appraiser 1, (Entry Level)

Position Summary: Performs field inspections to appraise new and existing residential property on a mass appraisal basis, subject to supervisor review. May defend values at Board of Equalization and State Board of Tax Appeals. Performs other duties as assigned.

Essential Requirements: High School Diploma or equivalent, valid Washington State Driver's License. Must attend and successfully complete/pass:

1. Fundamentals of the Assessor's Office
2. IAAO Residential Course I
3. Accreditation Examination (Form REV 64 0081), or equivalent

Examples of Duties: Locates, inspects and appraises properties using maps and property descriptions noting characteristics of land and improvements. Establishes fair market value by comparison of characteristics to sales of similar properties. Interacts with property owners to explain the appraisal process and policies.

B. Appraiser II

Position Summary: Performs field inspections to appraise new and existing residential property on a mass appraisal basis. May perform market studies to determine annual market adjustments and to assure proper valuation of property. May determine market value for simple commercial property. Defends values at Board of Equalization and State Board of Tax Appeals. Performs other duties as assigned.

Essential Requirements: High School Diploma or equivalent, valid Washington State Driver's License. At least two years' appraisal experience. Must have attended and successfully completed/passed:

1. Fundamentals of the Assessor's Office
2. IAAO Residential Course I
3. Accreditation Examination (Form REV 64 0081), or equivalent

Examples of Duties: Locates, inspects and appraises properties using maps and property descriptions noting characteristics of land and improvements. Establishes fair market value by comparison of characteristics to sales of similar properties. Interacts with property owners to explain the appraisal process and policies.

NOTE: Class I employees advance to Class II after 24 months if essential requirements are met.

C. Appraiser III

Position Summary: Performs field inspections to appraise new and existing residential, commercial, and light industrial property on a mass appraisal basis to assure proper valuation. Additionally, positions in this classification have primary responsibility for deferred assessments, personal property and personal property audits or sales analysis. Defends values at Board of Equalization and State Board of Tax Appeals. Performs other duties as assigned.

Essential Requirements: High School Diploma or equivalent, valid Washington State Driver's License, with at least five years' appraisal experience. Must have attended and successfully completed/passed:

1. Fundamentals of the Assessor's Office
2. IAAO Course I (Residential)
3. Accreditation Examination (Form REV 64 0081), or equivalent
4. IAAO Course II (Income Approach), or equivalent
5. IAAO Course 300 (CAMA), or equivalent

Examples of Duties: Locates, inspects and appraises properties using maps and property descriptions noting characteristics of land and improvements. Establishes fair market value by comparison of characteristics to sales of similar properties through sales analysis. Interacts with property owners to explain the appraisal process and policies.

ARTICLE XVI - WAGE SCHEDULE (MONTHLY)

1. SALARY SCHEDULE:

Effective July 1, 2010
(reflects previous 1.5% COLA)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser I	\$2843	\$2925	\$3277	-----	-----	-----
Appraiser II	\$3458	\$3562	\$3665	\$3777	\$3891	\$4007
Appraiser III	\$4046	\$4171	-----	-----	-----	-----
GIS Technician	\$3353	\$3524	\$3704	\$3796	\$3892	\$3992

Note:

- A) Appraiser I, Step 1, is new-hire rate. After six (6) months of employment, the employee advances to Step 2. After twelve (12) months of employment, the employee advances to Step 3.

- B) Unless otherwise specified above, step increases shall be granted annually.

2. **ADDITIONAL COMPENSATION:** In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for “overpayments” made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

ARTICLE XVII – LONGEVITY

1. **LONGEVITY:** The County shall provide additional compensation above each eligible employee’s base salary (or base hourly rate, if applicable) to recognize continuous length of service as a County employee, as follows:

Beginning in 11 th and continuing thru 15 th years	1.5% above base
Beginning in 16 th and continuing thru 20 th years	3.0% above base
Beginning in 21 st and continuing thru 25 th years	4.5% above base
Beginning in 26 th year and continuing thereafter	6.0% above base

Regular part-time employees shall receive longevity pro-rated in proportion to the hours the part-time employee is in pay status during the month as compared to that required of full-time employment.

ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - SUBORDINATION OF AGREEMENT

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

ARTICLE XXI – DURATION

1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
2. This Agreement shall become effective upon ratification by the parties and shall remain in effect through **December 31, 2015**.
3. This Agreement may be modified during its term by mutual agreement of both parties concerned, such mutual agreement to be in writing and to be incorporated as part of this Agreement.
4. The existing contract shall remain in effect until a successor is signed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
this _____ day of _____, 2013.

TEAMSTERS LOCAL NO. 252

Darren L. O'Neil; Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS

Randy Neatherlin; Commissioner
District #1

Tim Sheldon; Commissioner
District #2

Terri Jeffreys; Commissioner
District #3

MASON COUNTY ASSESSOR

Melody Peterson

LETTER OF COOPERATION

During the bargaining for the current Mason County Appraisers' Labor Agreement the parties were not able to agree on language that would change the current practice outlined in Article VIII, Section 3. However, it was agreed that employees working 4-10 schedules would be asked to cooperate with requests from the Assessor to modify their schedule during non-daylight saving times when appropriate.

FOR THE UNION

FOR THE COUNTY

DATE

DATE