

Clerk ✓

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: J. Almanzor	Ext. 589
DEPARTMENT: Support Services	Action Agenda
DATE: June 14, 2016	No. 4.1

ITEM: Correspondence

- 4.1.1 George Funk submitted a letter regarding Resolution 36-11.
- 4.1.2 The Liquor & Cannabis Board submitted marijuana license applications for M & R Distributing and OG Farms.
- 4.1.3 Derek Kilmer's office submitted a letter regarding alleged nuisance property.
- 4.1.4 Parks & Recreation Commission sent a letter regarding property aquisitions.
- 4.1.5 Alann Krivor applied for the Planning Advisory Board-District 2.
- 4.1.6 Squaxin Island sent a request and historical documents to eliminate a title cloud.
- 4.1.7 Bureau of Indian Affairs sent letters regarding Title 25 and "in-trust" properties.

Attachments: Originals on file with the Clerk of the Board.

RECEIVED

JUN 03 2016

MASON COUNTY
COMMISSIONERS

J.N.S
Clerk ✓

June 3, 2016

Board of Mason County Commissioners -Ms Jeffreys, Messrs Neatherlin and Sheldon
411 N 5th St.
Shelton, WA 98584

Re: Request for Recision of Sections 1.02 and 1.03 of County Resolution No.146.08
-which is specific and exclusive to the North Bay/Case Inlet Sewer System service and
connection charges. (I believe the most recent applicable Resolution documenting
application of 146.08 is Resolution 36-11 dated June 14, 2011--copy is attached.)

This letter provides a summary of my intended oral presentation at the June 7, 2016
meeting. Additional elaboration and specifics can be accomplished then if requested.

INTRODUCTION

The Resolution provides for an automatic annual increase in service and connect fees
based on application of the (Bremerton) Consumer Price Index. As applied to single
family service, the increase since 2012 has totaled 6.5 %, resulting in an increase in the
monthly rate of \$ 6.25; from \$ 95.30 to \$ 101.55.

REASONS FOR RECISION

1. The automatic increases are exclusive to the NBCI system. There are no
comparable rate change basis for other County utilities.
2. The increases are effected outside of the usual budget process, and therefore
are not subject to the same oversight as applied to other budget revenues and
costs. The effects are not included in the County Annual Budget forecast
amounts; but rather are simply applied to the monthly billings.
3. Use of a CPI price change model is not classically valid in this application.
Value adjustments based on CPI in the broad sense are used to measure the effects
of inflation on a broad basket of consumer goods and services. Since the Budget
process included forecasting each line item of specific costs, any expected effects
of inflation are inherently included in the forecast numbers.
4. The CPI increases since Resolution 36-11 (June 14, 2011) have been relatively
small. However, these low indexes are uncharacteristic of history. Consider the
CPI increases in 2005 through 2008--aggregating 13.2%. Even more dramatic
were the increases in 1979 through 1981--30.9% . If future CPI increases even
approach such amounts, the effect on NBCI rates would be dramatic and probably
not necessary to fund the utility.

Board of County Commissioners

June 7, 2016

Page 2

5. Although NBCI experienced large rate increases during the first five or six years-- caused by construction costs overruns, \$ 4.5 million of additional debt, use of "capital contributions" to fund operating expenses rather than payment of capital costs; the users have paid for the system without receiving additional funding from any government entity. It seems rather punitive that the utility should be exclusively subject to an automatic increase based on CPI.

Respectfully submitted;



George D. Funk



RESOLUTION NO. 36-11

A RESOLUTION relating to revising the monthly sewer rate schedule charges and system connection charges for the North Bay/Case Inlet Sewer System.

WHEREAS, Resolution No. 146-08 established sanitary sewer user fees for the North Bay/Case Inlet Sewer System;

AND WHEREAS, Section 1.02 of Resolution No. 146-08 calls for an annual review of user fees based on the Bremerton Consumer Price Index (CPI);

AND WHEREAS, Section 1.03 of Resolution No. 146-08 calls for an annual review of system connection charges based on the Bremerton CPI;

AND WHEREAS, The Bremerton CPI for 2010 was .3%

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of Mason County, that Section 1.02 and Section 1.03 of Resolution No. 146.08 be revised to reflect the CPI change.

Section 1.02 Monthly User charges

Residential customers: Each residential customer shall pay a monthly user charge as follows:

- | | |
|---|-------------------|
| a) Single Family Dwelling (includes each unit in a condominium) | \$95.30 |
| b) Duplex | \$133.40 |
| c) Triplex | \$201.00 |
| d) Installed grinder pump on vacant lot | \$68.70 |
| e) Multi-Family | \$66.70 each unit |

Section 1.03 Connection Fees

Residential Customer examples:

- | | |
|---|--------------------|
| a) Single-Family including each Unit in a condominium | \$9583.00 |
| b) Duplex/Triplex | \$9650.00 per unit |
| c) Multi-Family | \$9650.00 per unit |
| d) Mobile home | \$9583.00 |

ADOPTED: JUNE 14, 2011

email greg@smith



NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 5/17/16

TO: MASON COUNTY COMMISSIONERS
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 603-344-577-001-0001 E APPLICANTS:

License: 412258 -7D County: 23 (See Back of Letter)

Tradenname: M & R DISTRIBUTING
Loc Addr: 460 W ENTERPRISE RD BUILDING 1
SHELTON, WA 98584

Mail Addr: 12704 MUKILTEO SPEEDWAY STE C
MUKILTEO, WA 98275-5720

Phone No: 425-422-8479 MARC VAN DRIESSCH

Privileges Applied For:
MARIJUANA PRODUCER TIER 3
MARIJUANA PROCESSOR

RECEIVED

MAY 17 2016

Mason County
Commissioners

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-55-160 for information about this process) | | |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

Clerk

emailed group



Washington State
Liquor and Cannabis Board

NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: <http://lcb.wa.gov>

RETURN TO: localauthority@sp.lcb.wa.gov

UPDATED

DATE: 6/02/16

TO: MASON COUNTY COMMISSIONERS

RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 603-349-061-001-0001

APPLICANTS:

License: 412687 - 7R County: 23

(See Back of Letter)

Tradenname: OG FARMS

Address: 4340 SE BLOOMFIELD RD STE B
SHELTON, WA 98584-8642

RECEIVED

JUN 02 2016

Mason County
Commissioners

Phone No: 206-769-7373 JOEL BRATTIN

Privileges Applied For:

MARIJUANA PRODUCER TIER 3

MARIJUANA PROCESSOR

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-55-160 for information about this process) | | |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



CHANGE OF CORPORATE OFFICER APPLICATION INFORMATION

ADDITIONAL

Applicants:

OG FARMS INCORPORATED
BRATTIN, JOEL
(Spouse) BRATTIN, CHRISTINE
JOSEPH, JOAN LEE
(Spouse) JOSEPH, CRISPUS MARCEL
KNOWLES, JULIE MAREE
(Spouse) KNOWLES, GRAHAM BRADFORD
MARNEY, CODY CHAMP
(Spouse) MARNEY, ADRIENNE LEAH



DEREK KILMER
6TH DISTRICT, WASHINGTON

COMMITTEE ON APPROPRIATIONS

COMMERCE, JUSTICE, SCIENCE,
AND RELATED AGENCIES SUBCOMMITTEE

INTERIOR, ENVIRONMENT,
AND RELATED AGENCIES SUBCOMMITTEE

Congress of the United States
House of Representatives
Washington, DC 20515-4706

OFFICES:
20 LONGWORTH OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5916

950 PACIFIC AVENUE
SUITE 1230
TACOMA, WA 98402
(253) 272-3515

345 6TH STREET
SUITE 500
BREMERTON, WA 98337
(360) 373-9725

www.kilmer.house.gov

May 20, 2016

RECEIVED

MAY 26 2016

Mason County
Commissioners

Mason County Board of Commissioners
Board of Commissioners
Mason County
411 North 5th Street
Shelton, WA 98584-3466

Dear Mason County Board of Commissioners,

My constituent, Mr. Stephen Cole, has contacted my office for assistance regarding an issue within your jurisdiction. The following provides an explanation of my constituent's concern or request:

"Mason County Code Title 4 Chapter 4.08 Animal Code 4.08.030, Public Nuisance-Owner Responsibility. Mr. Cole and his neighbors are seeking assistance from Mason County to restore tranquility to an ongoing code violation and disturbance in their neighborhood".

I would appreciate your prompt review and attention to this matter. I have informed my constituent that I referred their request to your office and that you would be contacting them directly. If I may provide any clarification or additional information, please do not hesitate to contact Stasha Dennard in my Bremerton office. Thank you for your assistance in this matter.

Sincerely,



Derek Kilmer
Member of Congress

DK/sd

Don Hoch
Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • P.O. Box 42650 • Olympia, Washington 98504-2650
(360) 902-8500 • Washington Telecommunications Relay Service at (800) 833-6388
www.parks.wa.gov

May 2, 2016

The Honorable Randy Neatherlin
The Honorable Tim Sheldon
The Honorable Terri Jeffreys
411 N 5th Street
Shelton, Washington 98584

RECEIVED

MAY 05 2016

**Mason County
Commissioners**

Dear Commissioners:

Every two years the Washington State Parks and Recreation Commission (State Parks) seeks funds from the Legislature for property acquisitions through the Washington Wildlife and Recreation Program (WWRP), administered by the Recreation and Conservation Office (RCO). With these WWRP grants, State Parks has purchased thousands of acres of land to expand existing parks and create new parks.

RCW 79A.15.110 requires State Parks to notify local governments with jurisdiction over proposed acquisitions.

RCW 79A.15.110 Review of proposed project application.

A state or local agency shall review the proposed project application with the county or city with jurisdiction over the project area prior to applying for funds for the acquisition of property under this chapter. The appropriate county or city legislative authority may, at its discretion, submit a letter to the board identifying the authority's position with regard to the acquisition project. The board shall make the letters received under this section available to the governor and the legislature when the prioritized project list is submitted under RCW [79A.15.120](#), [79A.15.060](#), and [79A.15.070](#).

By this letter, State Parks is informing Mason County that a grant application will be submitted for a project titled *Inholdings and Adjacent Properties 2016* application number 16-1974. This unique project requests a lump sum to be used to acquire various small properties to resolve trespass issues, consolidate ownership, prevent incompatible development, respond to active market offers, and similar circumstances.

Although actual purchases will depend on future conditions, as part of the grant we are providing several examples of such properties. One that may be of interest to you is the Vinewood Property, adjacent to Belfair State Park. This property includes Mason County parcel numbers 222015701090, 222015701030, 222015701100, 222015701110, 222015701120, 222015701010,

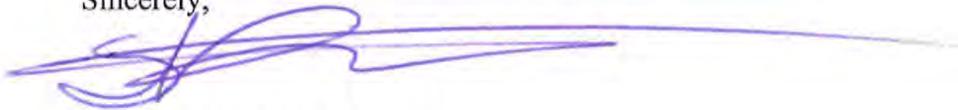
222015701020, 222015701060, 222015701050, 222015701070, and 222015701, and is shown on the attached map.

Under RCW 79A.15.110, Mason County may provide comments to the RCO regarding this grant proposal. Any comments should be directed to:

Karl Jacobs, Project Manager
Recreation and Conservation Office
PO Box 40917
Olympia, Washington 98504-0917

If Mason County elects to provide comments to the RCO, please provide me a copy of these comments for my records. If you have any questions about this proposed acquisition, please contact me at (360) 902-8658 or nikki.fields@parks.wa.gov.

Sincerely,



Nikki Fields, Parks Planner



650 Feet
0 162.5 325
0 0.03 0.06 0.12 Miles

North Arrow
Park Boundaries (source: WSPRC)
Vinewood Property

Belfair State Park
Vinewood Property

Barbara



RECEIVED

JUN 03 2016

Mason County
Commissioners

MASON COUNTY COMMISSIONERS
411 NORTH FIFTH STREET
SHELTON WA 98584

Fax 360-427-8437; Voice 360-427-9670, Ext. 419; 275-4467 or 482-5269

I AM SEEKING APPOINTMENT TO Planning Advisory Board - District 2

NAME: Alann Krivor	
ADDRESS: [REDACTED]	PHONE: [REDACTED]
CITY/ZIP: [REDACTED]	VOTING PRECINCT: District 2
(OR AREA IN THE COUNTY YOU LIVE)	WORK PHONE: [REDACTED]
	E-MAIL: [REDACTED]

COMMUNITY SERVICE

(ACTIVITIES OR MEMBERSHIPS)

Skokomish Watershed Action Team, Mason Conservation District, Planning Association of Washington, Shelton-Mason Chamber of Commerce, Tilth Producers, Washington Farm Bureau, Union Tourism Association, Association of Washington Businesses

EMPLOYMENT: (IF RETIRED, PREVIOUS EXPERIENCE)

COMPANY: Skokomish Farms, Inc. 8 years YRS
 POSITION: President/CEO
 COMPANY: Land Northwest LLC 10+ years YRS
 POSITION: President/CEO

In your words, what do you perceive is the role or purpose of the Board, Committee or Council for which you are applying:

The role is to help with and advise planning processes of the Commissioners involving rural and urban land planning to help the County grow and maintain economically viability. These processes used can often be improved upon and quickened at the same time often reducing costs to both the County and consumer. It's important that the Advisory Board work actively with the planning staff and commissioners keeping them aware of improvements to planning in other areas of the United States through active memberships in both the Washington and American Planning Associations.

What interests, skills do you wish to offer the Board, Committee, or Council?

Extensive planning and development experience in Idaho, Montana, and Washington with 63 rural and urban land projects exceeding 13,000 acres plus over 300 housing units constructed in urban and rural settings. I was awarded the Western Innovators title by the Capital Press, and Conservation Steward of the Year by the Mason Conservation District in 2011. I offer extensive knowledge of Federal land grants for rural land.

Please list any financial, professional, or voluntary affiliations which may influence or affect your position on this Board: (i.e. create a potential conflict of interest)

None known.

Your participation is dependent upon attending certain trainings made available by the County during regular business hours (such as Open Public Meetings Act and Public Records). The trainings would be at no cost to you. Would you be able to attend such trainings? Yes

Realistically, how much time can you give to this position?

Quarterly Monthly Weekly Daily

Alann Krivor
Signature

June 3, 2016
Date

Office Use Only	
Appointment Date	_____
Term Expire Date	_____



Squaxin Island Legal Department

Mark Allen - mallen@squaxin.us
David Babcock - dbabcock@squaxin.us
Diane Deyette - Paralegal - ddeyette@squaxin.us
Sharon Haensly - shaensly@squaxin.us
Kevin Lyon - klyon@squaxin.us
Nathan Schreiner - nschreiner@squaxin.us

Memorandum

To: Board of County Commissioners
From: Kevin Lyon, Director of Legal Department
Date: May 12, 2016
Re: Parcel No. 22034-10-60620 and 22021-34-60670

What follows is the history relevant to the 29 acres of surplus tidelands on Squaxin Island and the Tribe's May 12, 2016 request to eliminate the cloud on its title. See Map Ex. 1.

1900 Application for Oyster Lands and Contract of Sale.

M.J. Cunningham applied to purchase oyster lands from the State of Washington. Application No. 2905. Ex. 2. A Contract of Sale No. 1766 was entered March 2, 1900. Ex. 3.

M.J. Cunningham was joined in a similar application by P.J. O'Brien and others. See resulting contracts on Department of Natural Resources maps, Ex 4.

1902 United States v. O'Brien, Cunningham, et al.

In March of 1902 the United States filed a Bill of Complaint in its own name and on behalf of the Tribe of Squawksan Indians and Tyee Bob, Peter Clabsh, John Bowers and other unnamed tribal members against P.J. O'Brien and several of his business colleagues. Those colleagues included M.J. Cunningham, Fred J. Brown, W.R. Lotz and Mssrs. Winstanley, Doherty and Miller individually and as partners in Winstanley, Doherty and Miller. Ex. 5.

The United States asserted that the "small island called Klahchemin" was reserved for the present use and occupation of the Squawskin Indian "containing two sections of land by estimation (other lands), all of which tracts shall be set apart, and so far as necessary, surveyed and marked out for their exclusive use;..." (quoting the Treaty of Medicine Creek). Article III.

The United States alleged that the Squawksan Indians had since treaty making continuously occupied those lands. Article IV.

The treaty lands were surveyed, found to contain 1,494.15 acres, and thereafter allotted to the members of the tribe. Importantly, the United States alleged that the survey and allotments did not include or attempt to convey any portion of the tide lands. Article V.

The United States further alleged that the use of the tidelands was extensive, valuable, and critical to treaty making, and that the tidelands had been "for years prior to entering into said treaty worked and cultivated by the members..." Article VI.

The United States also alleged that at the time of entering into the treaty it was intended and agreed between the parties, and explained to the headman by Isaac Stevens that the treaty reserved all of the island, upland and tideland and "enough of the waters surrounding said island to enable a steamer to run at low tide." Article VII.

With Washington's entry into the Union in February of 1889, the Enabling Act included a disclaimer wherein, the state,

"forever disclaim all right and title ... to all lands lying within said limits owned or held by any Indian or Indian tribes..." Article VIII.

Similarly, the Washington Constitution provides, in its Article XXVI,

"That the people inhabiting this state do agree and declare that they **forever disclaim all right and title ...** all land laying within said limits owned or held by any Indian or Indian tribes, and that until the title thereto shall have been extinguished by the United States the same shall be and remain subject to the disposition of the United States, and the said Indian lands shall remain under the absolute jurisdiction and control of the Congress of the United States." Article IX.

Finally, the United States alleged that P.J. O'Brien and colleagues prevented and denied Tye Bob, Peter Clabsh, John Bowers and others from

"access to said lands and their ancient right to take shellfish therefrom, and that the defendants will, unless restrained by this Court, continue to harass, annoy and prevent ... from access to said lands and the right and opportunity to pass over said tide lands in going from or returning to their uplands of said island, and in taking from said tide lands oysters, claims and other shell fish." Article XV.

The Court's preliminary views were expressed first in a restraining order and second in a response to the demurrer. The court ordered that O'Brien, Cunningham and others

"are hereby restrained and enjoined from in any way, manner or means from interfering with or hindering the plaintiffs or any of the individual members of the Squaxon Indian Tribe from passing over and across the tide lands of said island either in coming from or returning to said islands and are further restrained and enjoined from interfering with or hindering them in their taking either floating fish or shell fish from or above said tide lands and the waters thereon pending the final determination of this suit and until the further order of this Court".

The restraining order issued May 23, 1902. Ex. 6.

Thereafter, the Court turned its attention to title. The decision on the Demurrer to the Bill of Complaint issued September 24, 1903. The Court held,

It is my opinion that the whole of Squaxin Island was lawfully reserved for the use of the Indians, and that by the treaty referred to in the bill of complaint, and the laws of the United States, it has always been unlawful for white men to reside upon or occupy any part of said island.

Adopts the disclaimer in the Enabling Act where state of Washington disclaimed all right, title and interest to "all lands ... owned or held by any Indian or Indian tribes."

It is my opinion that **the proposed sale of a rim encircling this island Reservation, is not only an injustice to the Indians but an unwarranted exercise of power by officers of the state government, and that defendants have acquired no rights whatever by virtue of the contracts under which they claim.**

United States v. O'Brien et al, 170 F. 508 (September 24, 1903) Memorandum Decision on Demurrer to Bill of Complaint. Ex. 7.

In subsequent proceedings, the Court wrote,

The Answer makes an issue as to whether the Squaxon Indians have worked or cultivated oyster beds or clam beds in the tide waters surrounding the island, but I hold that it is immaterial whether the Indians did or did not work or cultivate oyster beds or claims beds, since enough is admitted to make certain that the Indians by their continued exclusive possession and use of the whole island held and claim the same at the time of, before, and since the adopting of the Constitution of the state of Washington.

...complainants are entitled to a decree for the relief prayed for in full...

United States v. O'Brien et al, 170 F. 508 (February 6, 1904). Memorandum Decision on Motion for Judgment on Bill and Answer. Ex. 8.

And finally, the Court held,

that the complainants (U.S.) are the owners of all the lands, upland and tide-land of Squaxin Island.

that neither the defendants, the intervening defendant, the State of Washington, **nor either or any of them, have any right, title or interest in or to the lands of said Squawksin Island, nor in the tide lands surrounding or abutting on said Island.**

that neither ... have any right, title or interest therein.

that that certain contract of purchase and sale ... is hereby avoided and set aside and ... are hereby forever restrained and enjoined from entering upon or occupying any of the lands on said Squawksin Island, or the tide lands surrounding and abutting on said Island, and more especially that portion of the tide lands abutting upon the upland of said Island, ... **and forever restrained and enjoined from in any manner asserting or making claim of title or interest in or to said lands**, and from in any way interfering with the title, possession or cultivation of said lands by the complainants, or those claiming or to claim by through or under them.

United States v. O'Brien et al, 170 F. 508 (February 25, 1904). Ex. 9.

Notice to Mason County.

In its Decree the Commissioner was directed to notify the Mason County Assessor and Treasurer of the cancellation "so that said contracts may be removed from the tax rolls". Neither the Mason County Assessor nor Treasurer have records indicating notice of the decision was received. However, the Masson County Journal wrote several times of the *O'Brien* case. See 1900, April 4, 1902 and November 13, 1903 Journal articles, Ex. 10.

Commissioner of Public Lands Cancels O'Brien and Cunningham Contracts for Sale.

Some ten years after the courts 1904 decree, the State of Washington had still not fully carried out the Court's 1904 decree.

On May 12, 1915, the State refunded M.J. Cunningham \$21.24 "for relief, refund account of payment on state lands for which title could not be given". Ex. 11.

By letter dated a day earlier, the M.J. Commissioner explained that the appropriation was for "relief ... under contract of sale No. 1766, application No. 2905, to which title could not be conveyed. These are tide lands fronting on Squaxin Island." Ex. 12.

The Board of State Land Commissioners cancelled the M.J. Cunningham contract on July 12, 1915. Ex. 13. The Commissioner informed M.J. Cunningham on July 26, 1915. Ex. 14.

Mason County Foreclosure Action.

Mr. Cunningham did not pay the installments on his contract and did not pay the real property taxes. The states files indicate the reason Cunningham made no payments. The State noted, there was "nothing to do at this time" because the "case is in Federal Court". Ex. 15. Mason County obtained a real estate tax judgment on December 13, 1913. Ex. 16.

Subsequent confirmations by the Commissioner of Public Lands that the State held no interest in Squaxin Island tidelands.

The Commissioner of Public Lands has acknowledged several times over the years that the *O'Brien* judgment divested the State of all right or title to the tidelands. July 27, 1976. Ex. 17. See also March 9, 1956 'the State had no power to sell any part of the shores thereof' ... to "below the line of extreme low" by Commissioner Case. Ex. 18. The Commissioner was incorrect that the land reverts to the state.

Notice to County 1915

The first written record located of notice to the County was August 9, 1915. The Commissioner notified the County Assessor and Treasurer on August 9, 1915. The Commissioner wrote that the contract "was cancelled of record for non-payment of principal and interest". The Commissioner continued, "this land now reverts to the state and is therefore no longer subject to tax action...." Ex. 19. The Commissioner made no reference to the Decree and incorrectly stated that the land reverts to the state. For its part, Mason County took no action after receiving the August 9, 2015, notice.

O'Brien and M.J. Cunningham Fraud

Of course, in unwinding this transaction it is useful to be reminded that the application for oyster lands was based on the applicants' fraud: certifying that the tidelands were barren while at the same time interfering with Indians harvesting and cultivating on those same tidelands. Apparently, the combination of trying to steal tidelands under color of state sponsored economic development and the egregious abuse of the residents of Squaxin Island prompted the extraordinary act of the United States bringing its claims to restrain O'Brien and Cunningham, to declare that the State had no interest in the tidelands or authority to sell the tidelands and to void the contracts.

The Requested Remedy

The Squaxin Island Tribe asks that Mason County remove Tax Parcel No. 22034-10-60620 from its rolls as surplus property eligible for sale and execute a quit claim deed in the name of the United States on behalf of the Squaxin Island Tribe to remove the cloud on title. I am available to assist with the correct form of the deed.





NOTICE OF APPLICATION TO PURCHASE OYSTER LANDS.

OFFICE OF COMMISSIONER OF PUBLIC LANDS, }
 OLYMPIA, WASHINGTON. }

Notice is hereby given that M. J. Cunningham of Olympia Wash., has filed an application in this office to purchase the following described oyster lands, situate in Mason County, Washington; to-wit:

All tide lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line described as follows:

Beginning at a point on the government meander line from which the meander corner to fractional Secs. 2 and 35, Twp. 19 and 20 N., Rg. 2 W.W.M. bears S 45° E 10.80 chains. Thence along said meander line as follows: N 20 1/3° W 8.60 chains; N 17° W 6.33 chains; N 48 3/4° W 6.50 chains; N 44° W 8.60 chains; N 9 3/4° W 14.90 chains; N 42 1/2° W 13.10 chains to the meander corner to fractional Sections 34 and 35, Twp. 20 N., Rg. 2 W. Thence N 86° W 3.10 chains; N 81 3/4° W 13.67 chains; S 53° W 6.50 chains; W 7.98 chains; S 4.88 chains; N 81° E 15 chains; S 85° E 9.30 chains; S 58° E 11.80 chains; S 13° E 14 chains; S 40° E 15 chains; S 26° E 13.90 chains; E 3.69 chains to the point of beginning, and containing 29.91 acres.

Affidavit of Publication.

STATE OF WASHINGTON,)
 COUNTY OF MASON.) ss.

W R Loz being first duly sworn,
 on oath deposes and say: That ... he is *Publisher*

of the "SHELTON WEEKLY TRIBUNE," a weekly newspaper, printed
 and published every Saturday, at Shelton, in Mason County, State
 of Washington; that it is a newspaper of general circulation in
 said County and State, and that the annexed is a true copy of

*Notice of Application to Purchase
 Oyster Lands* as it was published in the regular and

entire issue of said paper, and not in any supplement thereof, for
 a period of *four (4)* consecutive weeks, commencing on
 the *23^d* day of *December* 189*9*.

and ending on the *13th* day of *January*
1900

and that said newspaper was regularly distributed to its
 subscribers in said County and State, on each and every Saturday
 during said period.

W R Loz

Subscribed and sworn to before me this *13th* day of

January 1900

J. F. Riley
 Notary Public in and for the State of Washington,
 My Commission Expires *Dec 31 1900*

Paid

Fee for publication, \$

No. 2905.
**NOTICE OF APPLICATION TO
 PURCHASE OYSTER LANDS.**
 OFFICE OF COMMISSIONER OF PUBLIC LANDS,
 OLYMPIA, WASHINGTON.
 NOTICE is hereby given that M. J. CUNNINGHAM, of Olympia, Wash., has filed an application in this office to purchase the following described Oyster Lands, situate in Mason County, Washington, to-wit:
 All tide lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line, described as follows:
 Beginning at a point on the Government meander line from which the meander corner fractional Sections 2 and 35, Twp 10 and 20 N., Rg 2 W., W. M. bears S 45 deg E 10.80 chains thence along said meander line as follows: N 20 1/2 deg W 8.60 chains; N 27 deg W 6.83 chains; N 33 1/2 deg W 6.60 chains; N 44 deg W 8.60 chns; N 6 1/2 deg W 14.90 chains; N 42 1/2 deg W 13.10 chains to the meander corner to fractional Sections 34 and 35, Twp 20 N., Rg 2 W. thence N 86 deg W 3.10 chains; N 83 1/2 deg W 43.67 chains; S 83 deg W 6.60 chains; N 7.68 chains; S 4.88 chains; N 81 deg E 15 chains; S 85 deg E 9.30 chains; S 68 deg E 11.80 chains; S 12 deg E 14 chains; S 40 deg E 15 chains; S 26 deg E 13.90 chains; E 3.89 chains to the point of beginning and containing 29.91 acres.
 Any person desiring to protest against said application may do so within thirty days from and after date of first publication of this notice.
 Date of first publication, the 23d day of December, 1899.
 Date of last publication, the 13th day of January, 1900.
 ROBERT BRIDGES,
 Commissioner of Public Lands,
 Dec 23, 89, Jan 6, 1900.

APPLICATION TO PURCHASE TIDE, SHORE OR OYSTER LANDS.

(SECOND CLASS.)

To the Commissioner of Public Lands, Olympia, Washington:

I, M. J. Cunningham of Olympia, Wash., do hereby apply to purchase that certain tract of Oyster land situated in Mason County, Washington, particularly described as follows to wit:

All tide lands of the second class owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line described as follows:

Beginning at a point on the Government Meander line, from which the Meander Corner to fractional Secs: 2 + 35. Twp. 19 + 20 N R 2 W Wm. bear. $N 45^{\circ} E$. 10.80 chs., thence following said meander as follows: $N 20^{\frac{1}{2}} W$. 8.60 chs. $N 14^{\circ} W$. 6.33 chs, $N 48^{\frac{3}{4}} W$ 6.50 chs, $N 44^{\circ} W$. 8.60 chs $N 9^{\frac{3}{4}} W$. 14.90 chs, $N 42^{\frac{1}{2}} W$ 13.10 chs, to the Meander Cor. to fractional Sections 34 + 35 Twp 20 N R 2 W, thence $N 86^{\circ} W$ 3.10 chs, $N 81^{\frac{3}{4}} W$ 13.64 chs, $S 53^{\circ} W$ 6.50 chs, West ~~8.00~~^{7.95} chs, South ~~4.88~~^{4.88} chs, $N 81^{\circ} E$. 15.00 chs, $S 85^{\circ} E$ 9.30 chs, $S 58^{\circ} E$ 11.80 chs, $S 13^{\circ} E$ 14.00 chs, $S 40^{\circ} E$. 15.00 chs, $S 26^{\circ} E$ 13.90 chs, East 3.89 chs. to the point of beginning. and containing ~~30.14~~^{29.91} acres. —

ACKNOWLEDGMENT.

State of Washington, County of..... ss.

I,..... do hereby certify that on this..... day of..... 189....., personally appeared before me.....

to me known to be the individual.....described in, and who executed the within instrument, and acknowledged that..... signed and sealed the same as..... free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this..... day of..... A. D. 189.....

DUPLICATE.

No. 1763

Contract of Sale.

STATE OF WASHINGTON

— WITH —

M. J. Cunningham
Notary Public, Washington

O. C. WHITE, STATE PRINTER

TIDE LANDS FOR OYSTER PLANTING.

1101

MAR 7 - 1900

DUPLICATE.

This Agreement, Made in duplicate this 2nd day of March, 1900
 189....., by and between the State of Washington, party of the first part, and.....

M. J. CUNNINGHAM

of Olympia, Thurston County, Washington, of the second part,

pursuant to an act of the Legislature of said State entitled "An act providing for the sale and purchase of tide lands of the third class, and manner of conveying the same for the purposes of oyster planting, to encourage and facilitate said industry, and declaring an emergency," approved March 2, 1895.

WITNESSETH, That the party of the first part, in consideration of the sum of Thirty-seven
and 39-100-----(\$37.39)----- DOLLARS, to be paid as hereinafter
 agreed, and of the faithful performance of the covenants, agreements and conditions hereinafter expressed, on the
 part of the part Y of the second part to be performed and kept, hereby agrees to sell to the part Y of the second
 part the certain tract or parcel of.....

oyster

land situated in.....

MASON

County and State of Washington, described as follows, to wit:

All tide lands of the second class owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line described as follows:

Beginning at a point on the government meander line from which the meander corner to fractional secs. 2 and 35, Twps. 19 & 20 N., R. 2 W. W.M. bears S. 45° E., 10.80 chains; thence following said meander as follows: N. 20½° W., 8.60 chains; N. 17° W., 6.33 chains; N. 48-3/4° W., 6.50 chains; N. 44° W., 8.60 chains; N. 9-3/4° W., 14.90 chains; N. 42½° W., 13.10 chains to the meander corner to fractional sections 34 and 35, Twp. 20 N., R. 2 W., thence N. 86° W., 3.10 chains; N. 81-3/4° W., 13.67 chains; S. 53° W., 6.50 chains; West, 7.98 chains; South, 4.88 chains; N. 81° E., 15.00 chains; S. 85° E., 9.30 chains; S. 58° E., 11.80 chains; S. 13° E., 14.00 chains; S. 40° E., 15.00 chains; S. 26° E., 13.90 chains; East, 3.89 chains to the point of beginning and containing 29.91 acres.

And the part Y of the second part hereby covenants and agrees to purchase of the party of the first part the above described land, and to pay therefor the full sum of Thirty-seven and 39-100-----
(\$37.39)--- ----- DOLLARS in manner following, that is to say:

The sum of \$ 9.35 at or before the execution of this contract, the receipt whereof is hereby acknowledged.

The sum of \$ 9.36 principal, and \$ 2.25 interest, on the first day of March, 1901

The sum of \$ 9.34 principal, and \$ 1.50 interest, on the first day of March, 1902

The sum of \$ 9.34 principal, and \$ 0.75 interest, on the first day of March, 1913

And the said second part Y covenants and agrees to pay said principal sum and interest as above specified at the rate of eight per cent. per annum in gold coin of the United States, at the office of the State Treasurer at the capital of said state, and that he will pay all taxes and assessments of every kind that may be levied or assessed on said land and premises, and that if said second part shall fail to pay any of the sums above specified, either of principal, interest, taxes or assessments, when the same shall become due and for six months thereafter, he will, on demand of the Board of State Land Commissioners or other authorized officer of the state, quietly and peaceably surrender the possession of the above described land and premises and every part thereof; and upon the failure to pay as above specified, all rights of said purchaser under this contract, may, at the election of said Board of State Land Commissioners acting for the State of Washington, and without notice to said purchaser, be declared forfeited, and when so declared forfeited and thereupon the state shall be released from all obligation to convey said land; and all payments theretofore made on this contract, and any and all improvements made on said land, or any part thereof, shall thereupon be forfeited to and belong to said State of Washington.

It is further agreed, and these presents are upon the express condition, that if said land be used by said purchaser or purchasers or any successor or successors in interest of said purchaser or purchasers in whole or in part, for other than the purposes specified in the above entitled act of the Legislature, approved March 2, 1895, then upon application of any citizen to the Commissioner of Public Lands, the sale of said lands by the state may be canceled and the patent therefor declared void and the said land shall revert to the State of Washington, and shall be subject to sale as provided in said act, approved March 2, 1895, but not to such defaulting purchaser or purchasers or such defaulting successor or successors in interest.

But if said part of the second part shall well and faithfully keep and perform all the covenants and agreements hereinbefore specified by him to be kept and performed in the manner and at or before the times

It is further agreed, that if from any cause any tract or tracts, parcel or parcels of said land shall become unfit or valueless for the purpose of oyster planting, the party having so purchased and being in the possession of the same, upon certifying such fact under oath to the Commissioner of Public Lands and to the Auditor of the county wherein such lands are situated, and also upon filing under oath a certificate of abandonment of such tract or tracts, parcel or parcels of land, in the office of each of such officials, shall then be entitled to again make purchase of oyster lands pursuant to the provisions of said act, approved March 2, 1895; and such certificate shall be and be deemed to be a reconveyance to the State of Washington of the lands therein described as having become unfit and valueless for the purposes of oyster planting.

IN TESTIMONY WHEREOF, The party of the first part, by the Commissioner of Public Lands, and the part..... of the second part have hereunto subscribed their names in duplicate.

Witness the Signature of Purchaser:

[Handwritten signature]
.....
P. J. O'Brien
.....

THE STATE OF WASHINGTON,

By *Robert Bridges*
.....
Commissioner of Public Lands.
[Handwritten signature]
.....
Purchaser.

P. O. Address.....

..... County, State of.....

ASSIGNMENT.

the within named purchaser....., for and in consideration of the sum of
..... DOLLARS,

to..... in hand paid by.....
of the county of..... and State of.....

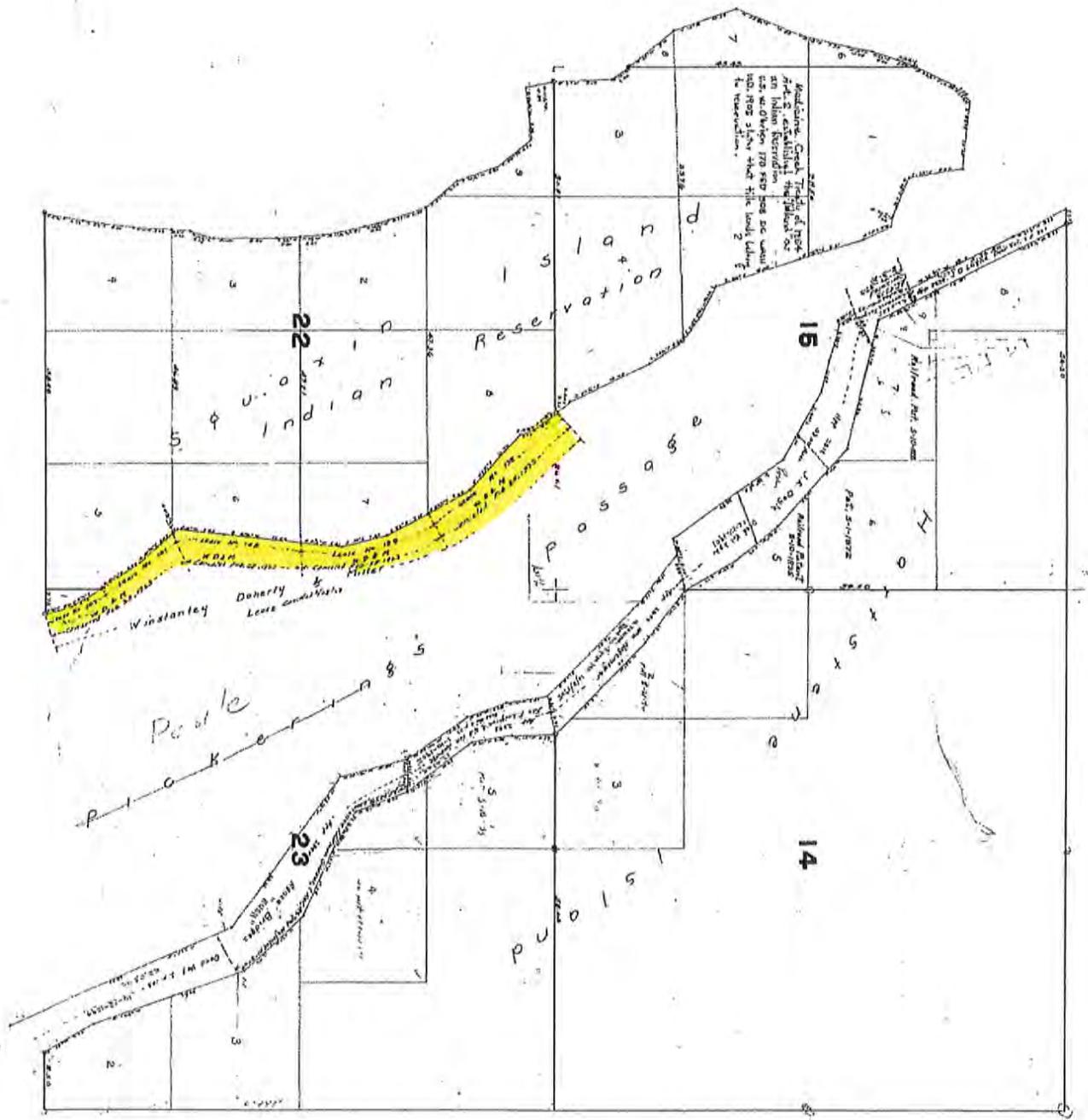
do hereby sell, assign and transfer all..... rights, title and interest in and to the within contract and the lands therein described unto the said.....

heirs and assigns forever, and..... do hereby authorize the State of Washington to receive from.....
..... the performance of all

covenants and agreements in said contract specified to be performed by the part..... of the second part, and upon such performance to execute to..... a patent as it would have been executed to..... had this assignment not been made.

And.....
said assignee..... hereby covenant..... and agree..... to keep and perform all the covenants and conditions specified in said contract to be performed by the part..... of the second part.

Map of County
Township of North Range & West W.M.
Scale 1:50,000



Map of County
Township of North Range & West W.M.
Scale 1:50,000

Indian
Reservation

Passage

Pickle

Doherty & Leach
Winstanley

22

15

14

23

15

IN THE UNITED STATES CIRCUIT COURT FOR THE DISTRICT OF WASHINGTON,
WESTERN DIVISION.

.....
United States of America, the
Tribe of Squaxon Indians, other-
wise Squawkson Indians, Tye Bob,
Peter Clamsh, John Bowers, _____
and _____, Plaintiffs,

-vs-

P. J. O'Brien, M. J. Cunningham,
Fred J. Brown, W. R. Lotz, _____
Winstanley, _____ Doherty and
_____ Miller, a co-part-
nership doing business as Winstan-
ley, Doherty & Miller, Defendants.

No. *149*
Bill of Complaint.

To the Judges of the above entitled Court:

Come now the plaintiffs above named, by Edward F. Cushman, Assis-
tant United States Attorney, and for themselves and others similiarly
situated, make this their bill of complaint here against the defendants
above named, and allege:

I.

That each of the individual plaintiffs above named is a member of
the tribe of Squaxon Indians, and that Tye Bob and _____
are the hereditary chiefs of that tribe.

II.

That heretofore, on the 26th day of December, 1854, a treaty was
made and entered into between the United States, by and through Isaac
I. Stevens, Governor of the Territory of Washington and Superintendent
of Indian Affairs of the said Territory, on the one part, and the head
men and delegates of the Nisqually, Squaxon, otherwise Squawkson, and
other tribes belonging near the head of Puget Sound, on the other part.
(10 Stat., page 1132)

III.

That by the terms and conditions of said treaty certain lands

to the United States. It was further therein provided as follows:

"That there is, however, reserved for the present use and occupation of the said tribes and bands the following tracts of land, viz: The small island called Klahchemin, situated opposite the mouths of Hammersley's and Totten's Inlets, and separated from Hartstene Island by Peales Passage, containing two sections of land by estimation, (other lands), all of which tracts shall be set apart, and so far as necessary, surveyed and marked out for their exclusive use; nor shall any white man be permitted to reside upon the same without permission of the tribe and the Superintendent or Agent. x x x x x x

Article III. The right of taking fish at all usual accustomed grounds and stations is further secured to said Indians in common with all citizens of the Territory, and of erecting temporary houses for the purpose of curing, together with the privilege of hunting, gathering roots and berries and pasturing their horses on open and unclaimed lands. Provided, however, that they shall not take shell fish from any beds staked or cultivated by citizens."

IV.

That the above described land was reserved for the occupation and use of the Squaxon tribe of Indians above named, and since the making of said treaty has been continuously occupied by such tribe.

V.

That since the making of said treaty said Island has been surveyed by the Government of the United States and found to contain 1494.15 acres; that under the provisions of said treaty and the sixth article of the treaty with the Omahas, this land has been allotted to the members of said tribe of Indians (but that said survey and said allotments do not include or attempt to convey any portion of the tide lands of said island.)

VI.

That the Squaxon Indians and other tribes making said treaty were prior to and at the time of making that treaty, and are now, fishing, clam and oyster digging Indians; that the Squaxon Indians have always depended for the greater part of their food on the fish they have caught in the waters surrounding said island and the clams, oysters and shell fish that they have dug from the lands of that island between high and low water mark; that the selections and reservations of land made by said Indians at the time of entering into said treaty were all of them on tide water, and were selected with the view and chiefly valuable to

~~them for the fishing privileges and oyster and clam beds which formed a~~
part of said reservations; that Squaxon Island as a reservation was chiefly valuable for these rights; that compared with the upland of that Island there were, and are now, extensive tide flats and lands, all of which are, and were at the time of making said treaty, natural oyster and clam beds that had been for years prior to the entering into said treaty worked and cultivated by the members of said tribe of Indians.

VII.

That all of the foregoing facts were well known to the United States, its officers and agents, and to Isaac I. Stevens, Governor and Superintendent as aforesaid; that said treaty was made in the English language, with which the Government of the United States and its agents were familiar, and with which the Indians of said tribe were unfamiliar, that at the time of entering into said treaty it was intended and agreed between the parties thereto, and was explained to the headmen and members of said tribe by the said Isaac I. Stevens, that said treaty reserved and granted to said Indians all of said Island, upland and tide land, and in addition, enough of the waters surrounding said island to enable a steamer to run at low tide.

VIII.

That Congress by the Enabling Act of February 27, 1889, providing for the admission of Washington Territory as a State, provided among other things as follows:

Sub-division 2 Section 4:

"That the people inhabiting said proposed states do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within the boundaries thereof, and to all lands lying within said limits owned or held by any Indian or Indian tribes, and until the title thereto shall have been extinguished by the United States, the same shall be and remain subject to the disposition of the United States."

IX.

That by the constitution of the State of Washington it was provided, Article XVII, Section 1:

"The State of Washington asserts its ownership to the beds and shores of all navigable waters in the state up to and including the

line of ordinary high tide in waters where the tide ebbs and flows, and up to and including the line of ordinary high water within the banks of all navigable rivers and lakes: Provided, that this section shall not be construed so as to deprive any person from asserting his claim to vested rights in the courts of the state.

Sec. 2. The State of Washington disclaims all title in and claim to all tide, swamp and overflowed lands patented by the United States, provided the same is not impeached for fraud.

Article XXVI, sub-division 2:

That the people inhabiting this state do agree and declare that they forever disclaim all right and title to the unappropriated public lands lying within the boundaries of this state, and all lands lying within said limits owned or held by any Indian or Indian tribes, and that until the title thereto shall have been extinguished by the United States the same shall be and remain subject to the disposition of the United States, and the said Indian lands shall remain under the absolute jurisdiction and control of the Congress of the United States."

X.

That all of the lands, upland and tide land alike, of said Squaxon Island have been, since the making of the foregoing treaty, owned and held by said tribes and the individuals thereof, subject to the title and interests of the United States, and that the title in and to the tide lands of said Island has never been extinguished by the United States.

XI.

That upon the allotment to the Indians of said tribe of the lands of said Island and reservation, Lots 6 and 7 of Section 27, Township 20 North, Range 2 West, T. M., were allotted to Slolatah; that said land ^{so} ~~was~~ allotted abuts upon the waters of Pallalah Bay and the tide lands hereinafter described; that John Bowers and _____ and _____, members of said tribe, are by descent from Slolatah the owners of the land above described.

XII.

That the State of Washington has made a contract of purchase and sale to the defendant, P. J. O'Brien, wherein and whereby it undertakes to sell to the said P. J. O'Brien, upon the payment of certain sums of money, and to make a deed and conveyance to him of the following tracts of tide land, the same being a part and portion of said Squaxon Island, to-wit:

Beginning at the northeast corner to the North Fractional 1/18 Sec. 61 Tunc. Sec. 27, Tp. 20, R. 2, W. Initial point cor. 1 for place

of beginning. Thence N. 4°00' E. 4.90 chs. Thence N. 23°23' W. 6.20 chs. Thence N. 37°00' W. 4.40 chs. Thence S. 44°00' W. 9.60 chs. Thence S. 75°00' W. 6.00 chs. Thence N. 4°00' E. 5.10 chs. Thence N. 5°25' W. 7.15 chs. from which point the meander cor. to frac. Sec's 22 & 27 same township and range bears N. 74°00' W. 17.40 chs. Thence S. 33°25' W. 4.45 chs. Thence S. 33°00' W. 5.90 chs. Thence S. 60°00' W. 2.40 chs. Thence S. 12°00' E. 4.20 chs. Thence S. 28°58' E. 14.24 chs. From this point the meander 1/4 Sec. cor. bears S. 24°30' W. 8.75 chs. Thence N. 67°15' E. 9.20 chs. Thence N. 42°30' E. 7.20 chs. Thence N. 65°30' E. 6.30 chs. to the place of beginning, containing 37.01 acres. Beginning at the 1/4 Sec. meander cor. to frac. Sec. 27, Tp. 20 N., R. 2 W. Thence N. 24°30' E. 8.75 chs. to initial point cor. 1 for place of beginning. Thence N. 28°58' W. 14.24 chs. along the SW. boundary of Lot No. 1 Thence S. 58°00' W. 14.15 chs. Thence N. 64°30' W. 1.00 chs. Thence N. 28°00' W. 2.35 chs. Thence N. 7°00' W. 3.20 chs. from which point the meander cor. to frac. Sec's 22 & 27 same township and range bears N. 12°52' 30" E. 21.11 chs. Thence S. 30°00' W. 6.00 chs. Thence S. 15°00' W. 5.00 chs. Thence S. 45°00' E. 3.00 chs. Thence N. 57°30' E. 7.00 chs. Thence N. 62°00' E. 8.00 chs. Thence S. 50°00' E. 3.00 chs. Thence S. 13°00' E. 6.22 chs. Thence N. 24°30' E. 5.20 chs. to place of beginning, containing 13.65 acres.

XIII.

That the other defendants above named have or claim to have some interest under the contract of the said P. J. O'Brien in and to said lands.

XIV.

That the State of Washington has not, and never had, any right, title or interest in and to said lands last above described, or any of the tide lands of said island, but that the lands last above described are the property of the plaintiffs above named, and that they are entitled to their possession, to the exclusion of all other persons.

XV.

That the contract of sale made and entered into by the State of Washington with the said P. J. O'Brien, and his claims and pretensions, and that of the other defendants herein, constitute a cloud upon the title of the plaintiffs in and to said tide land above described. That acting under and by virtue of the claim and right of this contract with the State, the said defendant, P. J. O'Brien and the other defendants have forbidden, excluded and driven from said tide lands the individual plaintiffs above named, and prevented and denied them access to said lands and their ancient right to take shell fish therefrom, and that the defendants will, unless restrained by this Court, continue to har-

pass, annoy and prevent the individual plaintiffs above named and the members of said tribe from access to said lands and the right and opportunity to pass over said tide lands in going from or returning to the uplands of said island, and in taking from said tide lands oysters, clams and other shell fish.

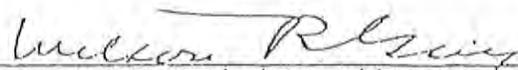
XVI.

That plaintiffs are without adequate or other remedy at law for redress of the grievances herein complained of.

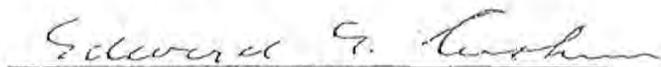
W h e r e f o r e, plaintiffs pray that a subpoena issue, citing defendants to appear at a special time and place and there true answer make to this bill of complaint, ~~xxx~~ but not upon oath, the express advantage of which is hereby expressly waived; that the defendants, their servants and agents, and all persons claiming by, through or under them, be restrained and enjoined, pending the determination of this suit, from interfering with or hindering the plaintiffs from passing over said tide lands or from taking therefrom oysters, clams or other shell fish, or from fishing in the waters over said tide lands; that it be adjudged and decreed by this Court that all right, title and interest in and to the tide lands of Squaxon Island, and the tide land specifically above described, is in the plaintiffs, to the exclusion of the State of Washington, the defendants herein, or any other persons claiming by, through or under them. Plaintiffs further pray that they have their costs herein, and for such other and further relief as to the Court may seem just and proper.



Attorney General.



United States Attorney.



Assistant United States Attorney.

IN THE UNITED STATES CIRCUIT COURT FOR THE DISTRICT OF WASHINGTON,
WESTERN DIVISION.

United States of America, the Tribe
of Squaxon Indians, otherwise
Squawkson Indians, Tyee Bob, Peter
Clamsh, John Bowers, _____
and _____,

Plaintiffs,

vs.

No.
Order.

P. J. O'Brien, M. J. Cunningham, Fred
J. Brown, W. R. Lotz, _____
Winstanley, _____ Doherty and
_____ Miller, a co-partner-
ship doing business as Winstanley, Doherty &
Miller,

Defendants,

This matter having come on heretofore on the 21st day of May, 1902, upon the return day of the order to the defendants to show cause why an injunction pendente lite should not be made herein, and it appearing to the Court that said order was duly and regularly served on the defendants and that they have made no appearance or showing herein why said injunction and restraining order should not be made, and it appearing to the Court that pending the final determination of this litigation such an order as prayed is necessary and proper, and the Court being fully advised in the premises:

NOW on motion of Edward E. Cushman, Assistant United States Attorney and Attorney for the plaintiffs, it is Ordered and Adjudged that the defendants P. J. O'Brien, M. J. Cunningham,

Fred J. Brown, W. R. Lotz, _____ Winstanley, _____ Doherty and
_____ Miller, their agents and servants, and all
persons claiming or acting by, through, under or by authority of
them, or either of them, are hereby restrained and enjoined from
in any way, manner or means from interfering with or hindering the
plaintiffs or any of the individual members of the Squaxson Indian
Tribe from passing over and across the tide lands of said island
either in coming from or returning to said islands and are further
restrained and enjoined from interfering with or hindering them
in their taking either floating fish or shall^e fish from
or above said tide lands and the waters thereon pending the final
determination of this suit and until the further order of this
Court.

Done in open Court this 23rd day of May, 1902.

C. H. Hayford
Judge.

the bankrupt act, or was with the intent to injure, delay, or defraud the company's creditors, or any of them, in violation of section 3 of such act. Conceding that the method adopted by the corporation to raise funds was an unusual one, and that it was financially embarrassed, it nevertheless was solvent, and Stine and Leuz would have so found had they investigated its condition. The mortgage was given and accepted in good faith, and not in contemplation of or in fraud of the bankruptcy act, or with intent to hinder, delay, or defraud the company's creditors, or any of them, and is valid.

The referee is affirmed, and an order may be drawn accordingly.

UNITED STATES et al. v. O'BRIEN et al.

(Circuit Court, D. Washington, W. D. September 24, 1903, and February 6, 1904.)

No. 849.

INDIANS (§ 10*)—LANDS—DISCLAIMER OF TITLE BY STATE.

Under the provision of Const. Wash. art. 26, by which the state forever disclaimed "all right and title * * * to all lands * * * owned or held by any Indian or Indian tribes," the state has no title, and can convey no right, to any of the shore lands surrounding Squaxon Island, which prior to the admission of the state had been set apart by treaty as a reservation for the Squaxon Indians and was then actually used and occupied by them, including the beach and shore.

[Ed. Note.—For other cases, see Indians, Dec. Dig. § 10.*]

In Equity.

This suit was instituted by the government of the United States, jointly with a number of Indians as complainants, for an injunction to restrain vendees of the state of Washington from interfering with the Indians in their occupancy and use of the shore of an island which, by a treaty made with the Indians, was designated as an Indian reservation. The suit was defended by the state of Washington. A demurrer to the bill of complaint was overruled. Thereafter the case was submitted on the bill and answer, and a decree was rendered in favor of the complainants.

P. C. Knox, Atty. Gen., Wilson R. Gay, U. S. Dist. Atty., and Edward E. Cushman, Asst. U. S. Dist. Atty.

J. W. Robinson, for defendants.

W. B. Stratton, Atty. Gen., for intervener.

On Demurrer to Bill of Complaint.

HANFORD, District Judge. It is my opinion that the whole of the Squaxon Island was lawfully reserved for the use of the Indians, and that by the treaty referred to in the bill of complaint, and the laws of the United States, it has always been unlawful for white men to reside upon or occupy any part of said island. The Indians, for whose use the island was reserved, used and occupied the entire island, including the beach and shore, at the date of the enabling act and the adoption of our state Constitution, and by the terms of the enabling act, and the compact between the people of this state and the United States government, contained in the Constitution, this state entirely disclaimed "all right and title * * * to all lands

*For other cases see same topic & § NUMBER in Dec. & Ann. Digs. 1907 to date, & Rep.'s Indexes

* * * owned or claimer applies not entered or unpatented and used—by i

It is my opinion t reservation is not o ed exercise of pow the defendants hav contracts under whi Demurrer overru

On Motion for]

All of the defenc plaint herein, which all of the facts set of the court are n sufficient to form a the Squaxon Indian beds in tide waters material whether tl beds or clam beds, Indians by their co island held and clai adoption of the Co

Upon considerati court that the con prayed for in full, accordingly.

UNI

(Circuit Co

1. INDIANS (§ 10*)—I. The Indians be exclusion of whi by them or term [Ed. Note.—Fr 10.*]

2. PUBLIC LANDS (§ TITLE. The governme all land within r has plenary pow [Ed. Note.—Fr

3. NAVIGABLE WATER The Oregon co In view of creati ty with the origi try were organz the shores and l states. If there

*For other cases see sam

* * * owned or held by any Indian or Indian tribes." This disclaimer applies not only to lands owned by the Indians, whether patented or unpatented, but also to all lands held—that is to say, occupied and used—by individual Indians or by tribes.

It is my opinion that the proposed sale of a rim encircling this island reservation is not only an injustice to the Indians, but an unwarranted exercise of power by officers of the state government, and that the defendants have acquired no rights whatever by virtue of the contracts under which they claim.

Demurrer overruled.

On Motion for Judgment on the Bill of Complaint and Answer.

All of the defendants have joined in an answer to the bill of complaint herein, which answer contains a full and candid admission of all of the facts set forth in the bill of complaint which in the opinion of the court are material. By denial of knowledge or information sufficient to form a belief, the answer makes an issue as to whether the Squaxon Indians have worked or cultivated oyster beds or clam beds in tide waters surrounding the island; but I hold that it is immaterial whether the Indians did or did not work or cultivate oyster beds or clam beds, since enough is admitted to make certain that the Indians by their continued exclusive possession and use of the whole island held and claimed the same at the time of, before, and since the adoption of the Constitution of the state of Washington.

Upon consideration of the bill and answer, it is the opinion of the court that the complainants are entitled to a decree for the relief prayed for in full, and the court directs that a decree be prepared accordingly.

UNITED STATES et al. v. ASHTON et al.

(Circuit Court, W. D. Washington, W. D. April 10, 1900.)

No. 1,307.

1. INDIANS (§ 10*)—LANDS—ORIGINAL RIGHT OF OCCUPANCY.

The Indians have a right to occupy the country inhabited by them to the exclusion of white people, until their rights shall have been relinquished by them or terminated by laws enacted by Congress.

[Ed. Note.—For other cases, see Indians, Cent. Dig. § 25; Dec. Dig. § 10.*]

2. PUBLIC LANDS (§ 1*)—GOVERNMENT OWNERSHIP—ORIGIN AND NATURE OF TITLE.

The government of the United States is the primary source of title to all land within all territory acquired by national authority, and Congress has plenary power to dispose of it.

[Ed. Note.—For other cases, see Public Lands, Dec. Dig. § 1.*]

3. NAVIGABLE WATERS (§ 36*)—LANDS UNDER WATER—OWNERSHIP BY STATE.

The Oregon country was acquired by the United States with the object in view of creating new states to be admitted into the Union on an equality with the original states, and until the states now existing in that country were organized and admitted the national government held the title to the shores and beds of navigable waters therein as trustees for the future states. If there is any exception to this general rule, it must rest upon

*For other cases see same topic & § NUMBER in Dec. & Am. Digs. 1907 to date, & Rep'r indexes

Circuit Court of
United States

District of Washington
Water Division

U.S. v. Piff

P. J. O'Brien et al.
Deft.

Remuneration of State
of Washington to
Bills of Complaint

FILED IN THE
U.S. Circuit Court

JAN 2 1908

James P. O'Brien

W. B. Stratton
Attorney for
Deft. State

In the Circuit Court of the U. S. States
District of Washington
Western Division

United States, et al.

Plff.

vs.
P. J. O'Brien, et al.
Defendants.

Demurrer of
State of Washington.

State of Washington,
Intervenor.

In Equity.

The demurrer of the State of Washington, Intervenor
defendants, to the above named Complainant's bill
of Complaint.

The Intervenor defendant, by protestation, not
confessing any or all of the matters and things in
the plaintiff's bill of Complaint contained to be
true, in such manner and form as the
same is therein set forth and alleged, doth
demur to said bill, and for cause of demurrer
showeth

That the said bill doth not contain any
matter of equity whereon this Court can
ground any decree, or give to the plaintiff
any relief against the defendant.

Wherefore, and for a ~~very~~ other good
causes of demurrer appearing in said
bill, the defendant State doth demur
thereto; and humbly demands the
judgment of this Court whether he
shall be compelled to make any other
or further answer to the said bill;
and prays to be hence dismissed with its
costs and charges in this behalf most wrong-
fully sustained.

W.B. Stratton
Counsel for State of Washington.

United States of America } as
District of Washington. }

I hereby certify that I am Solicitor and of
Counsel for defendant State in the above entitled Cause,
and that in my opinion the foregoing demurrer of
said State, to the bill of Complaint, is well
founded in point of law and proper to be filed
in the above Cause.

W.B. Stratton
Solicitor and of Counsel for
defendant State

Form No. 222
No. 849

IN THE Circuit COURT
OF THE UNITED STATES
FOR THE
DISTRICT OF WASHINGTON,
Western Division.

UNITED STATES OF AMERICA,
Tribe of Squaxon Indians,
et al.,

vs.

P. J. O'Brien et al.,
Defendants.

Mem. Dec. on motion for
Judgment on bill & Answer

Filed 100

FILED

Clerk

By U. S. CIRCUIT COURT
DISTRICT OF WASHINGTON

Deputy

FEB 6-1904

A. Reeves Ayres, Clerk

A. Reeves Ayres
DEPUTY

UNITED STATES CIRCUIT COURT
DISTRICT OF WASHINGTON
Western Division.

 *
 UNITED STATES OF AMERICA, The *
 Tribe of Squaxon Indians, et al. *
 Plaintiffs, *
 -v.- * No. 849. Filed Feb. 1904.
 P. J. O'BRIEN, et al., *
 Defendants. *

MEMORANDUM DECISION ON MOTION FOR JUDGMENT ON THE BILL AND ANSWER.

All of the defendants have joined in an answer to the bill of complaint herein which answer contains a full and candid admission of all of the facts set forth in the bill of complaint which in the opinion of the court are material. By denial of knowledge or information sufficient to form a belief, the answer makes an issue as to ~~the facts~~ whether the Squaxon Indians have worked or cultivated oyster beds or clam beds in tide waters surrounding the island, but I hold that it is immaterial whether the Indians did or did not work or cultivate oyster beds or clam beds, since enough is admitted to make certain that the Indians by their continued exclusive possession and use of the whole island held and claimed the same at the time of, before, and since the adoption of the Constitution of the state of Washington.

Upon consideration of the bill and answer, it is the

opinion of the court that the complainants are entitled to a decree for the relief prayed for in full, and the court directs that a decree be prepared accordingly.

C. H. Hanford
Judge

Form No. 589.

No. 849

IN THE Circuit COURT
OF THE UNITED STATES
FOR THE
DISTRICT OF WASHINGTON,
Western Division.

UNITED STATES OF AMERICA,
Tribe of Squaxon Indians,
et al.,

vs.

P. J. O'Brien et al.,

Defendants.

Mem. Dec. on motion for
Judgment on bill & Answer

Filed _____, 190

FILED

Clerk,

By _____, Deputy.
U. S. CIRCUIT COURT
DISTRICT OF WASHINGTON

FEB 6-1904

A. Reeves Ayres, Clerk

DEPUTY

UNITED STATES CIRCUIT COURT
DISTRICT OF WASHINGTON
Western Division.

*
UNITED STATES OF AMERICA, The *
Tribe of Squaxon Indians, et al. *
Plaintiffs, *
-v.- *
P. J. O'BRIEN, et al., *
Defendants. *

No. 849. Filed Feb. 1904.

MEMORANDUM DECISION ON MOTION FOR JUDGMENT ON THE BILL AND ANSWER.

All of the defendants have joined in an answer to the bill of complaint herein which answer contains a full and candid admission of all of the facts set forth in the bill of complaint which in the opinion of the court are material. By denial of knowledge or information sufficient to form a belief, the answer makes an issue as to ~~the facts~~ whether the Squaxon Indians have worked or cultivated oyster beds or clam beds in tide waters surrounding the island, but I hold that it is immaterial whether the Indians did or did not work or cultivate oyster beds or clam beds, since enough is admitted to make certain that the Indians by their continued exclusive possession and use of the whole island held and claimed the same at the time of, before, and since the adoption of the Constitution of the state of Washington.

Upon consideration of the bill and answer, it is the

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COURT HOUSE
ST. LOUIS, MO.

opinion of the court that the complainants are entitled to a decree for the relief prayed for in full, and the court directs that a decree be prepared accordingly.

C. H. Hanford
Judge

Dec. Reg.
196

No. 849

IN THE District COURT
OF THE UNITED STATES
FOR THE
DISTRICT OF WASHINGTON

Arnold Stein et al.

vs.

O. J. Quinn et al.

Plaintiffs

FILED _____, 1904
U. S. CIRCUIT COURT
DISTRICT OF WASHINGTON
FEB 26 1904
A. Reeves Ayres, Clerk
[Signature]

COPY

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Additional Information Box 97

Western District Washington

Tacoma Case Files

File: #849 U.S. vs P.S. O'Brien, et al.

IN THE UNITED STATES CIRCUIT COURT FOR THE DISTRICT OF WASHINGTON,
WESTERN DIVISION.

.....		
United States of America, et al,	.	
Complainants,	.	
-vs-	.	No. 849
P. J. O'Brien, et al,	.	
Defendants.	.	D E C R E E.
State of Washington,	.	
Intervening Defendant.	.	
.....		

This matter having heretofore come on for hearing upon the motion of complainants for a judgment and decree upon the bill and answer and the admissions therein, and the Court having rendered its memorandum of decision herein, granting the relief prayed by the complainants, the Court from the admissions in said bill and answer, finds and adjudges that the complainants are the owners of all the lands, upland and tide-land of Squawksin Island.

The Court further finds and adjudges that neither the defendants, the intervening defendant, the State of Washington, nor either or any of them, have any right, title or interest in or to the lands of said Squawksin Island, nor in the tide lands surrounding and abutting on said Island.

The Court further finds and adjudges that the lands described in paragraph twelve of the bill of complaint are the property and lands of the complainants herein, and that neither the defendants, or any of them, nor the intervening defendant, the State of Washington, have any right, title or interest therein.

The Court further finds and adjudged that that certain contract of purchase and sale entered into between the intervening defendant, the State of Washington, and the other defendants herein, whereby the State of Washington undertook to sell and contract to sell the said tide lands described in said paragraph twelve of the bill of complaint, constitutes a cloud upon the title of the complainants in and to said lands.

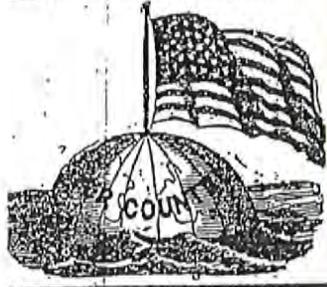
It is further ordered and adjudged that the said contract be, and the same is hereby avoided and set aside, and that the defendants, and each of them, and the intervening defendant, the State of Washington, their and its officers, agents, servants and employees, are hereby forever restrained and enjoined from entering upon or occupying any of the lands on said Squawksin Island, or the tide lands surrounding and abutting on said Island; and more especially that portion of the tide lands abutting upon the upland of said Island, which said tide land is described in paragraph twelve of the bill of complaint, and that each and all of said persons and parties are hereby forever restrained and enjoined from in any manner asserting or making claim of title or interest in or to said lands, and from in any way interfering with the title, possession or cultivation of said lands by the complainants, or those claiming or to claim by through or under them.

Done in open Court this 25th day of February, 1904.

C. H. Hanford
Judge

Mason County Journal.

ANGLE, Editor and Proprietor



s Paper Farm Journal
One Year. Five Years.

up and Get Both Papers for the Price of One.

We want to get 500 new subscribers for our paper and are going to do it as we can; we therefore continue our arrangement with the Farm Journal which we can send The Journal the Farm Journal the remainder 100 and all of 1901, 1902, 1903 and 1904 for \$1.50. And we make the same offer to all old subscribers who will pay all arrearages and one month advance. You know what our paper is and the Farm Journal is a gem—practical, progressive—a clean, honest, useful paper—full of gumption, full of sense, with an immense circulation among the best people everywhere. You ought to take it. See sample copies.

The Boers are still elusive as ever. Over two hundred miners lost their lives in a Utah coal mine explosion Sunday.

The opening of the Paris exposition marked with an accident Sunday, when a bridge fell upon the passing crowd, killing six and injuring forty more. There are several stupendous uses of iron and steel in the big exhibition, like the Ferris wheel, something new, and it will be a wonder if other accidents do not occur. The flags of the United States are said to be completed, and filled with extra representative of this great country to open the eyes of the "timors."

As a kicker the Democratic party is gaining success. As a clog on the wheels of progress, it heats the air. As a promiser, it out-promises any man who never pays his debts. When it comes to keeping its pledges the record is different.—Bal-Union

Squaxin Indians in Trouble.

While the Indians of Squaxin Island are greatly wrought up over the discovery that the tide lands have been sold from beneath their feet, and talked for a time of resisting the rights of the new owners with force, they have since talking with Judge Wickersham, come to the conclusion that there is nothing left to them but to move away. A delegation of four of the Indians waited on Judge Wickersham Saturday and stated their case to them.

When Squaxin island was set apart as a reservation in the treaty of 1854, the Indians supposed that included the tide lands; or, rather, they made no distinction between uplands and tide lands. The island is not under cultivation and the twenty-five Indians who make their home there live along the beach in float houses and make a living by digging clams, catching salmon and raising oysters. They have no money nor any need of any. They have for years been cultivating the oyster beds, keeping them clean, until now they are valuable.

Perhaps no one would ever have paid any attention to the Indians had not interest been awakened in oyster culture during the past year or two. Since it was announced that the state proposed introducing the Eastern oyster in the waters of the Sound, people suddenly awoke to the fact that there is money in the business, and there has been a scramble ever since to secure oyster beds.

The state has been selling off the tide lands during the past year and some Olympia parties discovered that a good many oysters were coming from Squaxin island. They proceeded to buy up the tide lands until now the Indians have made that place their home since birth can neither get on nor off the island without crossing the tide lands, which they have just discovered belongs to the white men. Judge Wickersham has told them that they have no remedy at law and advised them to submit peaceably to what seems to them an injustice.

"In the treaty of 1854," said Judge Wickersham last night, "Squaxin island was mentioned by name and set apart as a reservation. There was nothing said about tide lands and the Indians, naturally supposed that the land uncovered by the going out of the tide belonged to them as well as the uplands. In fact, it was the beach on which they made their living. The land is not cultivated; there is no water there, and the Indians have to

INSOMNIA

"I have been using CASCARETS for insomnia, with which I have been afflicted for over twenty years, and can say that Cascarets have given me more relief than any other remedy I have ever tried. I shall certainly recommend them to my friends as being all they are represented." THOS. GILLARD, Elgin, Ill.



Pleasant, Palatable, Potent, Taste Good, Do Good, Never Sicken, Weaken, Gripes, 10c, 25c, 50c. CURE CONSTIPATION. Sterling Remedy Company, Chicago, Montreal, New York, 316

NO-TO-BAG Sold and guaranteed by all druggists to CURE Tobacco Habits.

Lands of the Olympic Reserve.

On April 7th, President McKinley withdrew certain lands from the Olympic reserve and restored them to the public domain. The proclamation set forth that such lands, so restored shall be open to settlement from April 7th, but shall not be subject to entry, filing or selection until after ninety days' notice by such publication, as the secretary of the interior may prescribe.

The lands covered by this proclamation, and which will thus be thrown open to settlement, are described as follows: Township 28 north, ranges 13 and 14 west; fractional township 28 north, range 15 west; sections 1 to 18, both inclusive, township 29 north, ranges 3, 4 and 5 west; sections 4, 5, 6, 7, and the north half of section 8, township 29 north, range 12 west; all of township 29 north, range 13 west, except sections 13, 23, 24, 25 and 26; township 29 north, range 14 west; fractional township 29 north, range 15 west; sections 1 to 12, both inclusive, township 30 north, range 9 west; sections 27 to 34, both inclusive, township 30 north, range 10 west; sections 25 to 36, both inclusive, township 30 north, range 11 west; sections 17 to 36, both inclusive, township 30 north, range 12 west; township 30 north, ranges 13 and 14 west, and township 30 north, range 15 west.

A Woman's Awful Peril.

"There is only one chance to save your life and that is through an operation" were the startling words heard by Mrs. I. B. Hunt of Lime Ridge, Wis., from her doctor after he had vainly tried to cure her of a frightful case of stomach trouble and yellow jaundice. Gall stones had formed and

recited various phases of the old treaty the most of which treaty was conveyed by word of mouth, but which the government regards as binding as though put down in black and white.

These men and head men of the tribe declared that Gov. Stevens had guaranteed to them the possession of all of the uplands of the island, all of the lowland, all of the shore line and the beach down to low water mark, and in addition thereto a neutral strip of the water surrounding the island at extreme low tide wide enough for a canoe to swing at its moorings to turn around in. It was found that if O'Brien literally enforced the order prohibiting trespass, it would fence and imprison the Indians upon the island, preventing them from either getting off or on their reservation as the beach extended entirely around it.

The gravity of the question induced the Indians to fly to the government for intervention, and the substitution of the old treaty. The interior department at once took the matter up. An equitable action was filed against O'Brien in the federal court by the district prosecuting attorney. As it was really the state's interests that were assailed, O'Brien being an innocent purchaser, the state intervened with a demurrer to the bill of complaint, which, as noted, Judge Hanford has overruled.

The same situation of affairs prevails at the Skokomiah Indian reservation. This reservation is situated upon a peninsula, and the state has laid claim to the tide lands surrounding it. But the settlement of the Squaxon suit will act as a deterrent, preventing the state, in all probability, from making a fight for these lands. The Squaxon Indians are rejoicing over the favorable outcome of their suit, as the oyster beds and the numbers of clams on the beach at Squaxon made the island especially valuable to them.

In his order overruling the demurrer, Judge Hanford holds that as the island belonged in its entirety to the Indians when the state entered the Union and there has been no other treaty relative to the ownership with the Indians since, the state has had no opportunity to acquire title to any of the island, and that the proposed sale of a firm of land enclosing the island is an unwarranted exercise of power by the state's officials and an injustice to the Indians to whom the island has been dedicated. He further holds that the whole of the island belongs to the Indians and that it is unlawful for any of the whites to live thereon.

Destructive Wrecks

Chastepes is responsible for many a rail way wreck and the same causes are making human wrecks of sufferers from throat and lung troubles. But since the advent of Dr. King's New Discovery for consumption, coughs and colds, even the worst cases can be cured, and hopeless resignation is no longer necessary. Mrs. Lola Cragg, of Dorchester, Mass., is one of the many who have been saved by Dr. King's New Discovery. This great remedy is guaranteed for all throat and lung diseases by C. V. Dunbar, druggist, Price 50c and 1.00. Trial bottles free.

The Port Townsend Southern may be extended to Olympia, which will give Tacoma direct rail connection with the lower peninsula. A branch from the Port of to the main line should be part of the construction program, says the Tacoma News.

An English Author Writes:

No shade, no shine, no fruit, no dew, no leaves—November! Many Americans would add, "No freedom from catarrh, cough, or aggravated bronchitis this month, that it becomes constantly troublesome." There is abundant proof that catarrh is a constant

As an extra inducement to residents of Shelton and Mason County who are not now receiving this paper, we will send the JOURNAL from this date until January 1, 1905, for the usual yearly subscription price of \$1.50. This covers the fall campaign of next year, and will afford all the news of the County. For 50 cents additional we will also send the Twice-a-week Seattle P. I., for a year, which is the next best thing to having the daily paper delivered at your door. Remember, only \$2 takes it all.

And, in addition, the first ten new subscribers to this paper will receive free a year's subscription to the Northwest Horticultural, the leading fruit and poultry paper in the state.

The Wireless Telegraph

There is to be established on Puget Sound in the near future a manufacturing plant for the building of all equipment needed by the Pacific Wireless Telegraph company. This company has proven beyond the peradventure of a doubt that whatever it was undertaken in the way of wireless telegraphy has turned out a conspicuous success. Every day messages are being flashed across Admiralty Inlet between this city and Port Casey. Only last Saturday the revenue cutter, Grant, went to the city of Tacoma for the express purpose of testing her apparatus installed by this company. Messages were received on board the cutter while the vessel was lying in Tacoma harbor, a distance of seventy miles, just as clearly as if the vessel had been only a short distance from the sending station. With the cheapening of materials and the greater use of the system, it is not

and see the time when every coastwise steamer running to the southern as well as northern ports, will be equipped with these wonderful instruments. This will also apply to the liners which across the Pacific as well as vessels all over the world. According to the statements of the officers of the company, stations will be erected all along the Alaskan coast as soon as the work on the Sound is well along. South America has demanded wireless communication through the system of this company and within a few months the general manager will visit that rich country to fully investigate. What the Call wishes to impress upon its readers in making this extended statement of facts, is the importance of assuring for Port Townsend, the location of the company's manufacturing plant. From this plant, wherever located, all the equipment needed for the hundreds of stations to be erected will emanate.

Not a Sick Day Since

"I was taken severely sick with kidney trouble. I tried all sorts of medicines, none of which relieved me. One day I saw an ad. of your Electric Bitters and determined to try that. After taking a few doses I felt relieved, and soon thereafter was entirely cured, and have not seen a sick day since. Neighbors of mine have been cured of rheumatism, neuralgia, liver and kidney troubles, and general debility." This is what B. E. Bass, of Fremont, N. C., writes. Only 50c. at C. V. Dunbar's drug store.

RANCH FOR SALE—Forty acres in the Skokomiah River bottom, half cleared, balance has been slashed; 6-roomed house, large barn and good fencing; bearing orchard, farming and small tools complete, all ready to go ahead. Apply at this office for full particulars.

The act of a miscreant last Friday practically destroyed two new engines on the Portland & Vancouver extension of the Northern Pacific railway, near Vancouver.

An engine was left standing on a side track with a small head of steam up. Some one coming along entered the cab and opened the throttle. The engine started off, got on the main line and after running about a mile collided with a coal car. The car was demolished and the front part of the engine badly damaged.

In the collision the reverse lever was thrown, and the now damaged engine started back in the direction from which it came, ran several miles, and came in contact with a dead engine, both of which were badly damaged. No trace of the amateur engineer could be found.

As a result of the injury done to two locomotives on the line of the Northern Pacific at Yacolt, seven trainmen have been discharged, the list including four brakemen, an engineer, a watchman and a conductor. The engine was left standing on the track while all the railroad men went to a dance. Liquor was used freely and the men were discharged the following day. The engine was backed about a quarter of a mile and ran into a car of logs, smashing the locomotive badly. The man who started the engine cannot yet be located. It is said the practice of drinking among employes on the line in this section will be strongly discountenanced in the future and all train employes will be required to keep straight, as this is the second accident that has occurred through the medium drink lately.

Wedding gifts, cut glass and silver. GOLDMAN'S, Seattle.

To Cure a Cold in One Day Cures Grip in Two Days
Take Laxative Bromo Quinine Tablets. *E. W. Groves* on every box, 25c.
 Seven Million boxes sold in past 12 months. This signature,

McDONALD & O'NEILL,
PIONEER MERCHANTS
WE take a stand for Quality in

High Grade Groceries
New Goods Just Arrived
 New Mince Meat, New Pickles,
 Pure Malt Cider Vinegar,
 Sweet Cider, Pure Maple Sugar,
 Pure New York Buckwheat.

Cou and Hack 5th & 8th
 IT will one of the Co say
 Boot 7th
 Hat 7th
 Sho 7th
 Cleanly Repair Wash Mend
 The Best before the Show on the market
 Notice to all who will collect effort deal kind and would be for
 Dated this



Fantastic stories have been written of magic mirrors in which the future was revealed. If such a thing were many a bright-faced bride shrunk from the revelation of her stripped of all her loveliness. If there is one thing which would make a man shrink from marriage it is to see rapid physical deterioration which comes to so many wives. The cause is really due to womanly diseases. Lost health and lost comeliness are caused by the use of Dr. Pierce's Favorite Prescription. It cures irregularities and dries weakening drains. It cures its inflammation and ulceration, and restores female weakness.

It is with the greatest pleasure that I tell what Dr. Pierce's Favorite Prescription and its Medical Discovery have done for me. writes Mrs. Emma L. Bankes, of 1922 North 7th st., Harrisburg, Pa. "They have done me a world of good. I had female weakness for six years; sometimes would feel so badly I did not know what to do, but I found relief at last. I wish to Dr. Pierce for his kind advice. I have his medicine still in my house and will always use it."

If you are led to the purchase of our favorite Prescription because of its remarkable cures of other women, do not accept a substitute which has none of these cures to its credit.

See Dr. Pierce's Common Sense Medical Adviser, paper covers, is sent you on receipt of 21 one-cent stamps pay expense of mailing only. Or a cloth-bound volume send 31 stamps. Address Dr. R. V. Pierce, Buffalo, N. Y.

Squaxon Indian Rights.

The United States government appeared at Tacoma yesterday in the role of a champion of the Squaxon Island Indians in a suit brought in the federal court. The ancient and hereditary right of the Indians to dig clams on the island is the question in controversy. The prosecutors were United States Attorney Gay, Assistant Attorney Edward E. Cushman and Attorney General P. C. Knox. The case grows out of an attempt by the state to sell tide lands on Squaxon island to P. J. O'Brien, M. J. Cunningham, Fred J. Brown, W. R. Lotz, and G. C. Winstanley, Jas. Doherty and T. J. Miller. The complaint alleges that these men have obtained possession of tide lands abutting on the islands and denied to the Indians access to the same, robbing them of their traditional right of taking shell fish from the lands purchased by the state. By its allegations the complaint vests absolute ownership of the island in the Indians of the tribe going back into territorial history to December 23, 1859, when Governor Isaac I. Stevens signed a treaty with the Squaxon Indians and the Indians of the Nisqually tribe. The terms of the treaty reserved for the exclusive use of the Indians the right to take fish at all the usual fishing grounds, and confirmed their exclusive right of hunting, gathering roots and berries and pasturing horses on the island. The enabling act is further cited as disclaiming forever all right and title to the island by the state until the title to it is extinguished by the general government. The island contains less than a section of land, is located opposite the mouth of Hammersly and Totten's inlets, and is chiefly valuable for its shell fish product and the fishing ground adjacent. Tyce Bob, the hereditary chief of the tribe, is one of those mentioned as bringing the suit, in addition to the government.

The tide lands in question were offered for sale during the term of office of ex-Land Commissioner Bridges, at which time the well-known Olympians mentioned above secured their interests from the state.—Olympian.

Good for Rheumatism.

Last fall I was taken with a very severe attack of muscular rheumatism, which caused me great pain and annoyance. After trying several prescriptions and rheumatic cures, I decided to use Chamberlain's Pain Balm which I had seen advertised in the South Jerseyman. After two applications of this Remedy I was much better, and after using one bottle, was completely cured.—SALLIE HARRIS, Salem, N. J. For sale by C. V. Dunbar.

Deputy Fish Commissioner Named.

Fish Commissioner Kershaw has appointed John L. V. Riseland, of Arlington, Snohomish county, as chief deputy fish commissioner. The appointment of this deputy has been pending

WASHINGTON LETTER.

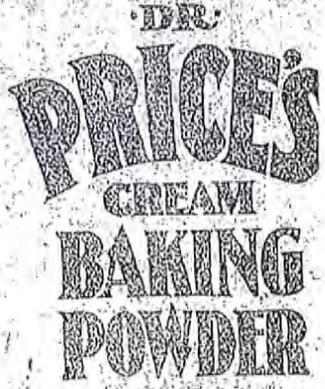
(From our regular Correspondent.)

The past week in Congress has been one of exceptional activity. Although it has been characterized by no exceptionally sensational features the legislation accomplished bears evidence of continuous hard work in both chambers and is a matter of satisfaction to the republican leaders. The Senate has passed the ship subsidy bill, the bill for the protection of the President and the war revenue repeal bill. The House of Representatives devoted the week to the consideration of the River and Harbor bill and passed the same on Friday evening, devoting itself to the consideration of private bills on Saturday. Today the Senate will take up the anti-oleomargarine bill. The program for the House has not yet been determined.

Although but six republican votes were cast against the ship subsidy bill in the Senate, it is believed that it will develop considerable opposition in the House. Senator Frye confidently asserts that it will pass, but other leaders shake their heads or refuse to commit themselves and some maintain that it would be policy to hold the measure over for action at the short session. On Tuesday evening the republican members held their fifth conference to consider the subject of Cuban reciprocity and ratified the policy of the Ways and Means Committee by a considerable majority. Representative Dalzell said yesterday: "We are working almost night and day on the bill which we hope soon to present to the House and which we believe will receive practically unanimous support on the republican side of the chamber." The Michigan delegation has decided to resist the passage of the bill, but it is not believed that it will go so far as to join forces with the democrats in an attempt to participate general tariff revision. A leader of the best sugar forces told me yesterday that there would be some sensation "sprung upon the leaders" when the subject comes up for consideration on the floor of the House, but declined to say what they would be. It is known too, that Representative Roberts is contemplating the offering of an amendment which would admit Cuban hides to the United States free of duty. Mr. Roberts will be urged by the leaders not to complicate the present issue by the introduction of this amendment, but, as he believes it to be of vital interest to his constituents to secure a reduction of the duty on hides, at least to some extent, he has not determined what his course will be.

Senator Burrows, of Michigan, told me Saturday that his committee had already held one meeting to consider the resolution having for its purpose the amendment of the constitution so as to permit the election of senators by popular vote. The Senator said that the matter should be taken up again tomorrow and would be considered on every Tuesday until the committee was prepared to report. He hoped to be

DR. PRICE'S CREAM BAKING POWDER



Awarded Highest Honors, World's Fair Gold Medal, Midwinter Fair

can recognize the justice of the demand there are some who, with anything which might present sectional animosity, would permit existing conditions to remain unaltered and although there is little that the Speaker will appoint the matter there is some doubt as to the character of the committee's report.

Big Sale of Cedar.

J. A. McGillicuddy of this city Saturday closed a deal involving million feet of cedar near Dr. point in township 13 12.

The land, comprising 3,000 acres sold for the Mills estate to G. D. Mann, of Saginaw, Mich., and Holladay, of Portland.

This purchase takes off the one of the largest and best timbered lands on the Pacific coast contains about 40,000,000 feet of pine valued at \$40,000 for the tract, and is considered a soap price of \$100 per acre and the long scarcity of cedar.

The railroad will reach the station by May 1st and by that time will be in progress manufacturing cedar on this land into shingle lumber.

A Raging Roaring Flood.

Washed down a telegraph line Chas. C. Ellis, of Lisbon, Ia., reports. "Standing waist deep water," he writes, "gave me a cold and cough. It grew worse. Finally the best doctors in O. Neb., Sioux City and Omaha had the consumption and could live. Then I began using Dr. New Discovery and was wholly cured by six bottles." Positively good for Coughs, Colds and All the Lung troubles by C. V. Dunbar 50 cents and \$1.00.

This Happened in Missouri

A Missouri man was traveling Kansas with a native evangelist. The Missourian asked the parson where he was going. "My road to heaven," answered

A CHEHALIS boy, Alois P. Salger, distinguished himself by inventions wireless telegraphy and is to be the recipient of a handsome salary with bounded opportunities for further experiments in his line. Mr. Salger attended the Chehalis high school and grew up in this neighborhood. He devoted his time at school to study and any people said he "had the big end" but as he has "made good" they'll doubtless forgive him for that. It perhaps needless to remark that he is not one of the boys who stood on street corners four or five years ago and rolled cigarettes.—Chehalis Bee Budget.

Look Carefully To Your Kidneys

Dr. Jenner's Kidney Pills

cause the kidneys to work as nature intended they should. They build up the shrunken walls of the kidneys, as no

The country has long since grown weary of seeing Admiral Dewey wrestle with the presidential itch but there is at a great desire to know what sort of platform the Admiral will stand on. He has, however, given out for publication a few of his ideas so that the public may be prepared. He says: "I am not an anti-expansionist nor an imperialist, but a sort of middle-of-the-road man on that proposition. I would hold the Philippines as we are now holding Cuba, in trust for the people till such time as they may be prepared to assume independence."

In other words he is, as Martin Dooley plainly tells Hennessy, "a dimmered republican leaning."—*Verdean Bulletin.*

WHEAT and other cereals have shown a better at this season of the year and also vegetable crops are giving better returns. The whole Walla Walla valley never has shown to better advantage nor given greater promise of enormous yields of produce.—*Walla Walla Union.*

From Time.

Some interesting facts can be gleaned from the returns of the recent election in Louisiana, the first held under a new constitutional provision intended to disfranchise the colored citizens. The total vote was 65,283;

which Heard Democrat, received 684; Caffery, honest money fusion 87; Reems, Republican, 1,512. Reems represented the regular Republicans and received the negro vote, so it is evident that 1,512 votes represent all the negroes franchised by the constitutional amendment and it by this amendment over 90,000 negro citizens are deprived of their right to vote.

In 1890 Louisiana had a population of 1,118,537, of which 211,673 were males over 21 years of age, excluding foreigners. There were 102,191 literate voters, of whom 34,007 were negroes.

At the gubernatorial election four years ago 206,530 votes were cast. Louisiana has now six representatives, and as it appears that a large number of citizens have been deprived of the right to vote and their privileges restricted, the plain duty of Congress is to reduce the representation of Louisiana in like proportion in conformity with the mandatory provisions of the fifteenth amendment to the constitution.—*Tacoma Ledger.*

get their supply of water from the mainland. Taking away the beach leaves them homeless and helpless. It is taking their living from their hands and it is no wonder they were indignant.

"They left me with the intention of seeing Agent Terry to see if he could not afford them some relief. The only thing that can be done for the Indians, in my opinion, is for them to buy back some of the lands, which they had always supposed belonged to them. But that will not be an easy matter. I tried that some time ago and the Olympia man I approached would not even listen to a proposition. He had obtained possession of the tide lands and meant to hold on to them. If the Indian, who was born and reared there had to starve just because the state had sold his home from under him, that was the Indian's lookout.

"During the time the treaty was pending there was a lot of talk among the white men about what good thing would be done for the Indian if he only signed the treaty. There was much talk about the horses, cattle, clothing and a sawmill which were to be procured for the Indian if he would just give his consent to the treaty. After the treaty was signed, however, the white man forgot all about the horses and cattle and sawmill, but it was different with the Indian. To this day I have had Indians come and tell me about the things that were promised them forty-six years ago and wonder when they were to get them. The Indian was foolish enough to believe everything was true the white man told him. I do not think there will be any trouble with the Squaxin Indians though they were quite hostile when they came to my office."—*Ledger.*

The ancients believed the rheumatism was the work of a demon within a man. Any one who has had an attack of sciatic or inflammatory rheumatism will agree that the infection is demonic enough to warrant the belief. It has never been claimed that Chamberlain's Pain Balm would cast out demons, but it will cure rheumatism, and hundreds bear testimony to the truth of this statement. One application relieves the pain and this quick relief which it affords is alone worth many times its cost. For sale by C. V. Dunbar.

she constantly grew worse. Then she began to use Electric Bitters which wholly cured her. It's a wonderful Stomach, Liver and Kidney remedy. Cures Dyspepsia, Loss of appetite. Try it. Only 50c. Guaranteed. For sale by C. V. Dunbar druggist.

Compulsory School Law.

A special dispatch to the P. I. from Olympia under date of April 23 says: In the superior court of this county, this forenoon, the somewhat famous case of the state ex rel, County School Superintendent Henry vs. John and Clara Macdonald, involving the validity of the compulsory education law, came to an end, so far as the superior court is concerned. Macdonald and his wife persisted in refusing to send three girls to the Tenino school, and Judge Lion today fined them \$20 each and costs. Notice of appeal was at once given, and the supreme court will now have an opportunity of passing on the constitutionality of the law.

Additional Locals.

Call up Red 193, for business with the JOURNAL office.

Democratic primaries May 12th, County Convention the 15th.

Boarding and Lodging at the Blue Front at reasonable rates.

Mrs. Stewart.

A four horse team is putting in full time hauling lumber to town from the new Hunter & Eaton sawmill. The planer will be placed into position in a few days and dressed lumber added to the product.

Crescents, Sterlings and Columbias are the leading wheels of 1900 and we have a line of each ready for sale. Get a wheel early and have the benefit of it the whole season at Munson's.

A QUARTER BUY.—A 40-acre ranch, 9 improved and half under plow. 1 1/2 house, 16x24 barn 36x40, outbuildings, orchard, chub and asparagus bed, in bearing, 5 miles South of Shelton, on County road and near school. \$3000 will take the place right off. This office.

The wife and two babies of Louis Larson, who were in mills at Port Gamble were drowned in the Canal last Sunday while on the way to visit the wife's parents. The sail boat was swamped and Larson battled manfully to keep his little family clinging to the upturned boat till help came but was unable to do so. The waves dashing each off as fast as he placed them there.

For Blood, Stomach and Nerves, Take

Hood's Sarsaparilla

Squaxon Indians Won Out

TACOMA, Nov. 8.—The Squaxon Indian Indians have finally won out in their contention against the state and its agents for the possession of the tide lands surrounding the island. The case came up in the federal court here, and in overruling the intervenor's demurrer, Assistant Prosecuting Attorney Cushman declares, Judge Hanford has introduced the opening wedge which will effectually quiet the title in favor of the original owners. The decision is far-reaching in that it establishes a precedent for the settlement of many other disputed claims of the same character which are now pending at Indian reservations on the Sound and along the ocean coast line of Washington.

The Squaxon island suit is one which has excited a great deal of comment and interest delving back, as it does, into the early history of what was then the territory of Washington. Squaxon island is a small stretch of land in the upper Sound near Olympia. In the early days when Isaac I. Stevens was governor of the territory, acting for the government, he ceded the island to a small tribe of Indians as their birthright forever. The beach surrounding the island abounds in oyster beds and in beds of fine varieties of clams.

Some years ago, when the state was gathering in all the untaken tide lands it could lay its hands on, it laid claim to the tide lands and beach surrounding all of the Indian reservations in Washington which might border on salt water. Agreeable to this declared policy the beaches surrounding the Squaxon island were sold to one P. J. O'Brien and others. Immediately after securing possession of these tide lands, O'Brien notified the Squaxon Indians that trespassing would not be allowed. The Indians had paid little or no attention to the claims of the state up to this time.

The order of Claimant O'Brien, therefore, was a rude awakening; and for the first time in half a century shook their confidence in their supposedly ancient right to the island. Then came forward some of the venerable Indians of the tribe, who knew all of the details of the Stevens treaty, ceding the island to them, and with memories brightened by the exigencies surrounding them recited various phases of the old treaty the most of which treaty was conveyed by word of mouth, but which the government regards as binding as though put down in black and white.

These seers and head men of the tribe declared that Gov. Stevens had guaranteed to them the possession of all of the uplands of the island, all of the lowland, all of the shoreline and the beach down to low water mark, and in addition thereto a neutral strip of the water surrounding the island at extreme low tide wide enough for a canoe to swing at its moorings to turn around in. It was found that P. J. O'Brien, itemly enforced the order prohibiting trespass, it would fence and imprison the Indians upon the island, preventing them from either getting off or on their reservation as the beach extended entirely around it.

The gravity of this question, induced the Indians to fly to the government for intervention, and the substitution of the old treaty. The interior department at once took the matter up. An equitable action was filed against O'Brien in the federal court by the district prosecuting attorney. As it was really the state's interests that were assailed, O'Brien being an innocent purchaser, the state intervened with a demurrer to the bill of complaint, which, as noted, Judge Hanford has overruled.

The same situation of affairs prevails at the S'wamish Indian reservation. This reservation is situated upon a peninsula, and the state has laid claim to the tide lands surrounding it. But the settlement of the Squaxon suit will act as a deterrent, preventing the state, in all probability, from making a fight for

Coats and Jackets

AT COST!

We are Closing Out our entire line of the well-known "Palmer"

Women's, Misses' & Children's Coats and Jackets.

Children's Coats, former price \$3 to \$8	Now \$2 to \$6
Misses' " " " " 8 to 12	" " 6 to 7
Women's " " " " 10 to 18	" " 7 to 14

These Coats are models for Style, Fit and Workmanship, and are the only make of Coats sold on a Guarantee, that the Manufacturer will replace any garment which, with ordinary care, does not prove satisfactory.

Make your selections early before the stock is broken.

STORES AT SHELTON, MATLOCK & POTLATCH

The Lumbermen's Mercantile Company,

MARK E. REED, Manager.

ANNOUNCEMENT

As an extra inducement to residents of Shelton and Mason County, who are not now receiving this paper, we will send the Journal from this date until January 1, 1905, for the usual yearly subscription price of \$1.50. This covers the full campaign of next year, and will afford all the news of the County. For 50 cents additional we will also send the twice-a-week Seattle P. I. for a year, which is the next best thing to having the daily paper delivered at your door. Remember, only \$2 takes it all.

And, in addition, the first ten new subscribers to this paper will receive free a year's subscription to the Northwest Horticultural, the leading fruit and poultry paper in the state.

The Wireless Telegraph

There is to be established on Puget Sound in the near future a manufacturing plant for the building of all equipment needed by the Pacific Wireless Telegraph company. This company has proven beyond the peradventure of a doubt that whatever it was undertaken in the way of wireless telegraphy has turned out a conspicuous success. Every day messages are being flashed across Admiralty Inlet between this city and Port Casey. Only last Saturday

hard to take a glimpse into the future and see the time when every coastwise steamer running to the southern as well as northern ports, will be equipped with these wonderful instruments. This will also apply to the liners which cross the Pacific as well as vessels all over the world. According to the statements of the officers of the company stations will be created all along the Alaskan coast as soon as the work on the Sound is well along. South America has demanded wireless communication through the system of this company and within a few months the general manager will visit that rich country to fully investigate. What the Call wishes to impress upon its readers in making this extended statement of facts, is the importance of securing for Port Townsend the location of the company's manufacturing plant. From this plant, wherever located, all the equipment needed for the hundreds of stations to be erected will emanate.

Not a Sick Day Slave

It was taken severely sick with kidney trouble. Tried all sorts of medicines, none of which relieved me. One day I saw an ad. for your Electric Bitters and determined to try that. After taking a few doses I felt relieved, and soon thereafter was entirely cured, and have not seen a sick day since. Neighbors of mine have been cured of rheum-

Engine Goes on a Rampage

The act of a miscreant last Friday practically destroyed two new engines on the Portland & Vancouver extension of the Northern Pacific railway, near Vancouver.

An engine was left standing on a side track with a small head of steam up. Some one coming along, entered the cab and opened the throttle. The engine started off, got on the main line and after running about a mile collided with a coal car. The car was damaged and the front part of the engine badly damaged.

In the collision the reverse lever was thrown, and the now damaged engine started back in the direction from which it came, ran several miles and came in contact with a dead engine, both of which were badly damaged. No trace of the amateur engineer could be found.

As a result of the injury done to two locomotives on the line of the Northern Pacific at Yacolt, seven trainmen have been discharged, the list including four brakemen, an engineer, a watchman and a conductor. The engine was left standing on the track while all the railroad men went to a dance. Liquor was used freely and the men were discharged the following day. The engine was backed about a quarter of a mile and ran into a car of logs, smash-

E. C. OF ARCHBOLD T. E. Office Building C. N. S. S. Store. A. I. A. NAT. TRADING Real W. Warm Close Next. THE Ho H. Cor. J. Countr and Ba Hael 5th 4. F. W. CHH. 02. It ou ch my

STATE OF WASHINGTON

(1)
ORIGINAL-DUPLICATE

2713

To M. J. Cunningham, Dr.

1915 (Post office address) Olympia, Wash.

" For relief, refund account of payment on state lands for ~~###2124~~
which title could not be given." 21 24

Chapter 56, Session Laws 1915.

STATE OF WASHINGTON, }
County of _____ } ss. Warrant No. _____

I, the undersigned, having been duly sworn, depose and say that the material furnished, service rendered, or expenses incurred as charged in the foregoing bill, is a true and correct charge against the State of Washington; that no part of same has been paid and that I am authorized to sign for the payee.

SIGN HEREBY M. J. Cunningham
For _____
(Corporation or Firm)

Leave this space for Auditor.

Subscribed and sworn to before me, this 12th day of May, A. D. 1915

[SEAL]

J. W. Blake
Notary Public residing at Olympia

I, the undersigned, do hereby certify to the correctness of the above account amounting to \$ 21.24, chargeable to the appropriation for _____

M. M. Johnson
Asst. Commissioner Public Lands

State of Washington.

May 11, 1915.

Mr. M. J. Cunningham,
Olympia, Wash.

Dear Sir:-

By the provisions of chapter 56 of the session laws of 1915, an appropriation of \$21.24 was authorized for your relief on account of payment made by you on certain state lands under contract of sale No. 1766, application No. 2905, to which title could not be conveyed. These are tide lands fronting on Squaxin Island. If you will sign the enclosed vouchers in duplicate on the line indicated by the words "sign here," and see that your signature is acknowledged before a notary public or other officer authorized to administer oaths, and return said vouchers to this office, the matter of securing payment for the amount above specified will have attention.

Very truly yours,

Commissioner.H.

MHT/MH

Enc.

ACCOUNTS	AMOUNT
1. Salary of Officers.....	
2. Salary of Clerks.....	
3. Transportation.....	
4. Subsistence and Lodging.....	
5. General Office Supplies.....	
6. Telegraph and Telephone.....	
7. Postage.....	
8. Stationery and Printing.....	
9. Other Expenses.....	
10.	
15. Light, Heat and Water.....	
16. Medical Department.....	
17. Kitchen and Dining Room.....	
18. Dormitory and Household.....	
19. Laundry.....	
20. School and Library.....	
21. Clothing and Dry Goods.....	
22. Shop Expense.....	
23. Regentive.....	
24. Stable and Garage.....	
25.	
26.	
27.	
30. Buildings and Fixtures.....	
31. Grounds and Roadways.....	
32. Utility Equipment.....	
33. Machinery, Appliances and Plant.....	
34. Furniture and Equipment.....	
35.	
36.	
40. Real Properties.....	
41. Buildings.....	
42. Office Furniture and Equipment.....	
43. Household Furniture and Equipment.....	
44. Utility Equipment.....	
45. Machinery, Appliances and Plant.....	
46. Library and School.....	
47. Live Stock.....	
48.	
Total.....	

ORIGINAL—DUPLICATE

AUDITOR'S OFFICE
STATE OF WASHINGTON

Warrant No. 23608
227
Amount, \$ 21

Mailed

To *M. J. Leammington*
Account of Appropriation for

FILED, AUDITED AND ALLOWED

INSTRUCTIONS—READ AND FOLLOW

Make vouchers in duplicate and send to the department contracting the account.
If "original" run a line through "duplicate" and if "duplicate" run a line through "original".
Be careful to sign as payee, and swear to all accounts.
Warrants will be sent by ordinary mail, at risk of payee—or will be registered if full postage is enclosed with request to register.

MAKE OUT YOUR CLAIM ON THIS SHEET ABOVE WHENEVER POSSIBLE, IN ORDER TO AVOID CUMBERING THE FILES WITH USELESS PAPERS.

FRANK M. LAMBORN, P. O. PRINTER, OLYMPIA.

LAW GOVERNING STATE AUDITOR AS TO VOUCHERS.

Sec. 2834. All precinct, county, district and state officers and all commissions of the State of Washington, charged with the disbursement of public moneys or certifying indebtedness to the state auditor or other disbursing officer, shall take fully itemized vouchers for such disbursements; said vouchers shall be taken in duplicate, one to be filed with the auditor of the state, the other to be retained by the officer making the disbursement or certifying the indebtedness. Said vouchers shall contain a certificate by the disbursing officer, certifying on honor that the materials furnished, labor performed, or services rendered, for which such disbursement has been actually delivered, rendered, or performed; *Provided*, That all county, district or precinct officers shall file such vouchers with the county auditor. 1891, 235, 1; 1 U. S. 3131. (Code of Wash., 1896.)

Sec. 2837. It shall be unlawful for the state auditor to issue any warrant or warrants except upon vouchers for services rendered or material furnished duly certified and authenticated as provided in sections 3131 and 3132 of the General Statutes of the State of Washington, volume 1, as arranged and annotated by William Lair Hill (2834, 2835). 1895, 101, 1. (Code of Wash., 1896.)

Section 1, page 106, Laws 1899, provides: "That hereafter no state or county officer shall be allowed by the state auditor, or board of county commissioners, or any other officer or board charged with the auditing of accounts, any sum or sums of money whatsoever for railroad or steamboat transportation, or horse hire, or other conveyance hire whatsoever, or for hotel or restaurant subsistence, or any other expense, unless same shall be presented in an account duly sworn to before some officer authorized to administer oaths, and also attested by a voucher or vouchers duly and regularly signed by the person or agent furnishing said railroad, steamboat, horse or other conveyance hire, hotel or restaurant subsistence, for all items of expenditure exceeding fifty cents, which said voucher or vouchers must, before the signing thereof by said proprietor or authorized agent, be written out in full, plainly giving date of same, amount paid, and for what purpose so paid, and in case same is paid for railroad or steamboat hire at an office which has a regular date-stamp used in the stamping of railroad or steamboat tickets, then in addition to the signature of the agent thereof, said date-stamp shall be impressed thereon. Such accounts, together with all vouchers, shall, upon approval and allowance of the officer or the board charged with that duty, be plainly marked or stamped with the date of allowance, and duly filed in a safe place in such office, and safely kept for the period of at least three years; *Provided*, The same shall be at all times open to public inspection. Any person or persons violating any of the provisions of this section shall be deemed guilty of a misdemeanor."

Section 2, chapter 18, Laws of Extraordinary Session, 1909: "Each and every claim for services performed, supplies furnished or claims of any nature for which compensation is asked, shall be sworn to before an officer authorized to administer oaths; that all public officers are required to take such affidavits without charge; *Provided*, That this section shall not apply to officers or employees drawing annual or monthly salaries, nor to the salaries of legislators, legislative employees, nor to the fees of jurors and witnesses; *And provided further*, That payrolls for daily wages may be sworn to by the superintendent, foreman or person in charge of the work.

(Notaries Public are required to take such affidavits without charge.)

MHT:BS
Dict.

↓
Please make notations
& return to Mrs J. J. for
notices (with files)

July 12 - 1915

At a meeting of the Board of State Land Commissioners when
were present the undersigned members, the following proceedings
were had:

IN RE Cancellation of Tide Land
Contracts of Sale Nos. 1765 and
1766.

O R D E R.

It appearing to the Board at this time that in pursuance
of applications Nos. 2898 and 2905, and proceedings had thereunder
tide land contracts Nos. 1765 and 1766 were issued to P. J. O'Bri-
en and M. J. Cunningham, respectively, for tide lands of the
second class abutting upon Squaxin Island; and

It further appearing from information at hand that
the tide lands in question are included in and a part of the
Squaxin Indian Reservation, and a doubt exists as to the right
of the state to dispose of these tide lands until the reserva-
tion has been extinguished and allotment made; and

It further appearing that the legislature of 1915
appropriated a sufficient amount to refund to the purchasers
as above set forth the amounts heretofore paid by them under
said contracts, which refund has been duly made and that the
best interests of the state demands the cancellation of said
contracts upon the records of this office; it is, therefore,

and set aside and held for naught, and the Commissioner of Public Lands is hereby authorized and directed to notify the County Assessor and County Treasurer of Mason County of said cancellation, so that said contracts may be removed from the tax rolls.

Dated this 12th day of July - 1915

Board of State Land Commissioners.

Attest:

Secretary of the Board.

July 28, 1915.

Mr. J. S. Cunningham,
Olympia, Washington.

Dear Sir:

Under date of July 17, 1915, by order of the
Board of Fish and Game Commissioners, Contract No. 1765

was awarded to the undersigned for the purpose of

conducting a fish and game survey on Quixia Island,
Washington Territory. It is therefore required to locate and
map the island and to make a detailed report, together
with a list of the fish and game found there.

Very respectfully,
J. S. Cunningham

J. S. Cunningham

1/10/11

Contract 1766 - aff 2905

M J Cunningham - Coordinator 17.39

Bank balance 18.68. Int due 18.00

1.1903 - 322 + Annual interest of 1.59

due Jan 1, 1904 - 5-6-7-8-9-10 unpaid

- contract issued Mar 2, 1900. - This is

in our credit as contract 1765 -

Nothing to do at this time says

Mr Pass A-27-1911 MB

Notes
nothing to be done
no int. to be paid

27818

C.S. ما قام

Tax Deed

M. F. Knight, Treas.

to

Mason County

Filed Jan. 23, 1913

At 4:15 P. M.

Req. of M. F. Knight

Eva L. Robinson, Co. Aud.

By Hazel W. Banks, Dep'y

)STATE OF WASHINGTON)
)County of Mason.)SS.

THIS INDENTURE made this 11th day of January A.D., 1913 between M. F. Knight, as Treasurer of Mason County, State of Washington, party of the first part, and Mason County, State of Washington party of the second part:

WITNESSETH; That, whereas, at a public sale of real estate held on the 11th day of January A.D., 1913, pursuant to a real

estate tax judgment entered in the Superior Court in the County of Mason on the 13th day of December A.D., 1913 in proceedings to foreclose tax liens upon real estate and an order of sale duly issued by said court, the said Mason County duly purchased in compliance with the laws of the State of Washington, the following described real estate, to-wit:

All the rights, title and interests of M. J. Cunningham in the following described property: Beginning at the meander line from which the M.C. to fractional secs. 2 and 35 Twp. 20 and 19 N. R. 2 W. bears S. 45 deg. east 10.80 chns; thence following said meander line as follows: N. 20 $\frac{1}{2}$ deg. West 8.60 chns; N. 17 deg. 6.33 chns; N. 48 deg. W. 6.50 chns; N. 44 deg. W. 8.60 chns; N. 9 $\frac{1}{2}$ deg. W. 14.90 chns; N. 42 $\frac{1}{2}$ deg. W. 13.10 chns; to M.C. to fractional secs. 34 and 35, Twp. 20 N. R. 2 W.; thence N. 86 deg. W. 3.10 chns; N. 81 $\frac{1}{2}$ deg. W. 13.67 chns; S. 53 deg. W. 6.50 chns; W. 7.98 chns; S. 4.88 chns; N. 81 deg. E. 15 chns; S. 85 deg. E. 2.50 chns; S. 58 deg. E. 11.30 chns; S. 15 deg. E. 14

NOW, Therefore, know ye, that I, M. F. Knight County Treasurer of said County of Mason, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto the said Mason County heirs and assigns, forever the said real estate hereinbefore described.

Given under my hand and seal of office this 11th day of January A.D., 1913.

Treasurer Mason County
Washington
Official Seal

M. F. Knight
County Treasurer

STATE OF WASHINGTON, }
County of Mason. } SS.

STATE OF WASHINGTON

Approved APR 2 1913
John Lott
Assistant Commissioner Public Lands

As an involuntary assignment of

On this 11th day of January A.D., 1913, before me, the undersigned Deputy County Clerk in and for the said County and State, personally appeared M. F. Knight to me personally known and known to me to be the Treasurer of Mason County, Washington, and the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed and executed the same as Treasurer of said County, as his free and voluntary act and deed, for the uses and purposes and in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal of the Superior Court
State of Washington.

Mary M. Read
Deputy County Clerk of Mason County

State of Washington,)
) ss.
County of Mason,)

I hereby certify that the foregoing is a true and correct copy
of the deed of M. F. Knight, Treasurer to Mason County, as recorded
in Volume 26 of Deeds, page 534, of Mason County, State of Washington.

Witness my hand and official seal this 17th day of February, 1913.



Auditor of Mason County, State
of Washington.

July 27, 1976

Safeco Title Company
P. O. Box 327
Shelton, Washington 98584

Gentlemen:

Reference is made to your telephone enquiry concerning tidelands surrounding Squaxin Island.

Enclosed is copy of judgement rendered in the case of United States, et al Vs O'Brien whereby the State was divested of all right or title to said tidelands.

Very truly yours,

BERT L. COLE
Commissioner of Public Lands

M. W. HOWDEN
Division of Marine Land Management

MWH/nr
Enclosure
cc: App. 2905

March 9, 1956

Chambers Creek Lumber Company
6403 South Tacoma Way
Tacoma, Washington

Gentlemen:

This is in connection with your telephone call of March 8, 1956 concerning the tidelands in front of part of section 35, township 20 north, range 2 west, W.M. on Squaxin Island in Mason County.

A decision of the Federal Court in the case of U. S. vs O'Brien, (170 Fed. 508) held that since the whole of Squaxin Island had been reserved for use by the Indians prior to statehood the State had no power to sell any part of the shores thereof.

Since that decision the tidelands surrounding the island have been considered by this department to be included in the Indian Reservation and would not come under the jurisdiction of this office until such time as the Indian Reservation has become extinguished.

Arrangements for use of the tidelands in your logging operation should be made with the Western Washington Indian Agency, Everett, Washington.

Should your booming operation require the use of the bed of navigable waters below the line of extreme low tide, a lease for that purpose can be obtained from this office. If you desire such a lease please let us know and we will furnish you a form and instructions for making the lease application.

Very truly yours,

OTTO A. CASE, Commissioner

MEB:bm
App. 2905

By Frank Ol Sether
Assistant Commissioner

August 9, 1915.

County Assessor & Treasurer

Wason County,

Shelton, Washington.

Dear Sir:

Under date of July 12, 1915, by order of the Board of State Land Commissioners, the following contract, standing in the name of J. J. Cunningham, was canceled of record for nonpayment of principal and interest. As this land now reverts to the state and is therefore no longer subject to taxation, you will please make the necessary notations upon your records.

Contract no. 1766.

Description of land:

All tide lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of the government meander line described as follows:

Beginning at a point on the government meander line from which the meander corner to fractional sections 2 and 35, Twp. 19 and 20 N., Rg. 2 E., S. 1., bears N. 45° E. 10.80 chains. Thence along said meander line as follows: N. 20 $\frac{1}{2}$ ° E. 8.60 chains; S. 17° E. 6.33 chains; N. 40 $\frac{1}{2}$ ° W. 6.50 chains; S. 60° W. 14.90 chains; N. 42 $\frac{1}{2}$ ° W. 13.10 chains to the meander corner to fractional sections 34 and 35, Twp. 20 N., Rg. 2 E. Thence N. 56° E. 3.16 chains; S. 61 $\frac{1}{2}$ ° W. 13.67 chains; N. 53° W. 6.50 chains; S. 7.98 chains; S. 4.88 chains; S. 61° E. 15 chains; S. 85° E. 8.30 chains; S. 58° E. 11.80 chains; S. 13° E. 14 chains; S. 40° E. 15 chains; S. 26° E. 13.90 chains; S. 3.69 chains to the point of beginning, and containing 25.01 acres.

Yours very truly,

Commissioner

H.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651



May 18, 2016

CERTIFIED MAIL- RETURN RECEIPT REQUESTED 7015 0640 0004 7203 9570

Board of County Commissioners
Mason County
411 N. 5th Street
Shelton, Washington 98584

RECEIVED

MAY 23 2016

Mason County
Commissioners

Dear Commissioners:

Pursuant to the *Code of Federal Regulations*, Title 25, INDIANS, Part 151.10, notice is given of the application filed by the Skokomish Indian Tribe to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority, which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any governmental services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

We provide the following information regarding this application:

Applicant:

Skokomish Indian Tribe.

Legal Land Description/Site Location:

Indian Lots one (1) and two (2), Section two (2), Township twenty-one (21) North, Range four (4) West, Willamette Meridian; excepting therefrom any portion thereof as includes tidelands.

Mason County Parcel No. 42102-11-00000

AND

Indian Lot twenty-one (21), Section thirty-five (35), Township twenty-two (22) North, Range four (4) West, Willamette Meridian; excepting therefrom any portion thereof as includes tidelands.

Mason County Parcel No. 42235-44-00210

Collectively containing 39 acres, more or less.

Project Description/Proposed Land Use:

The land is currently used for environmental conservation purposes and to advance fisheries restoration efforts, and there will be no change of use in the foreseeable future.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on state government, which may result from the removal of the subject property from the tax rolls and local jurisdiction.

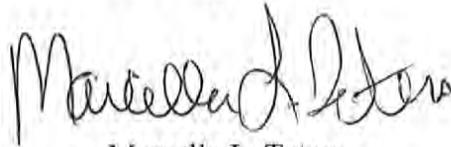
This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act (NEPA) of 1969.

Your written comments should be addressed to the Superintendent, Bureau of Indian Affairs, 2707 Colby Avenue, Suite 1101, Everett, Washington 98201-3528. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving the enclosed notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act (FOIA), is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to Rich Ferguson, Realty Specialist, at telephone number (425) 258-4561, extension 222, or at richard.ferguson@bia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcella L. Teters". The signature is written in a cursive style with a large initial "M".

Marcella L. Teters
Superintendent



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651



May 18, 2016

CERTIFIED MAIL- RETURN RECEIPT REQUESTED 7015 0640 0004 7203 9600

Board of County Commissioners
Mason County
411 N. 5th Street
Shelton, Washington 98584

RECEIVED

MAY 23 2016

Mason County
Commissioners

Dear Commissioners:

Pursuant to the *Code of Federal Regulations*, Title 25, INDIANS, Part 151.10, notice is given of the application filed by the Skokomish Indian Tribe to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority, which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any governmental services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

We provide the following information regarding this application:

Applicant:

Skokomish Indian Tribe.

Legal Land Description/Site Location:

Parcel Group 1:

Parcel 1:

Indian Lots one (1) and two (2), Section six (6), Township twenty-one (21) North, Range three (3) West, Willamette Meridian.

Mason County Parcel Nos. 32106-32-00000 and 32106-33-00000

Parcel 2:

Indian Lot one (1), Section seven (7), Township twenty-one (21) North, Range three (3) West, Willamette Meridian.

Mason County Parcel No. 32107-22-00000

Parcel 3:

The North half (N ½) of the Southeast quarter; the East three quarters (E ¾) of the Southeast quarter (SE ¼) of the Southeast quarter (SE ¼); the West half (W ½) of the West half (W ½) of the Southeast quarter (SE ¼) of the Southeast quarter (SE ¼); the West half (W ½) of the East half (E ½) of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼); the East half (E ½) of the West half (W ½) of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼); the West half (W ½) of the West half (W ½) of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼); the Southeast quarter (SE ¼) of the Northwest quarter (NW ¼); the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼); the South half (S ½) of the South half (S ½) of the Southwest quarter (SW ¼); Government lot three (3), TOGETHER WITH all tidelands of the second-class, formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon said Government Lot three (3); and, Government Lot four (4) TOGETHER WITH all tidelands of the second-class, formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon said Government Lot four (4); all in Section one (1), Township twenty-one (21) North, Range four (4) West, Willamette Meridian.

Mason County Parcel Nos. 42101-40-00000, 42101-44-00000, 42101-44-00010; 42101-44-00020, 42101-44-00030, 42101-43-00000, 42101-43-00010, 42101-43-00020, 42101-24-00000, 42101-31-00000, 42101-30-00000, 42101-13-00000 and 42101-14-00000

Parcel 5:

A) Tracts 1, 2, 3 and 4 of Indian Lot one (1); Tracts 1, 2 and 3 of Indian Lot two (2); the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼); all in Section twelve (12), Township twenty-one (21) North, Range four (4) West, Willamette Meridian.

B) The East half (E ½) of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼), and the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼), said lands being also known and described as Indian Lots 6, 7 and 9, and all that portion of a tract of land in Government lot five (5) known as Indian Lot 11 which lies Westerly of a line particularly described as follows:

BEGINNING at the Northeast corner of said Government lot five (5); thence South 1.18 chains; thence South 33° West 5.08 chains; thence South 45° East, 0.50 chains, more or less, to the meander line of the Skokomish River, and the terminus of the herein described line;

EXCEPTING from the foregoing, all that portion thereof particularly described as follows:

BEGINNING at the intersection of the South line of said Indian Lot 11 with the Westerly line of the Skokomish River; thence West, along the South line of said Indian Lot 11, 390 feet, more or less, to the Southwest corner of said Indian Lot 11; thence North, along the West lines of said Indian Lots 11 and 9, 1320 feet, more or less, to the Northwest corner of said Indian Lot 9; thence East, along the North line of said Indian Lot 9, 393.1 feet; thence South, parallel to the West line of said Indian Lot 9, 660 feet, more or less, to the South line of said Indian Lot 9; thence East, along said South line, 166.9 feet; thence South, parallel with the West line of said Indian Lot 11, 231.87 feet; thence South 33° West, 151.67 feet; thence South 45° East, 33 feet, more or less, to the West line of the Skokomish River; thence South 21°45' West, along said West line, 298.9 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING therefrom, right-of-way for Agency Road.

Mason County Parcel No. 42112-11-00010, 42112-11-00020, 42112-11-00030, 42112-11-00040, 42112-12-00010, 42112-12-00020, 42112-12-00030, 42112-22-00000, 42112-23-00000, 42112-23-00010 and 42112-32-00000

Parcel Group 2:

The East 26 2/3 acres of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of Section eleven (11), Township twenty-one (21) North, Range four (4) West, Willamette Meridian.

Mason County Parcel No. 42111-11-00000

Parcel Group 3:

All that portion of a tract of land Indian Lot eleven (11), situated in Government Lots four (4) and five (5), Section twelve (12), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, lying Easterly of a line particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot five (5); thence South 1.18 chains; thence South 33° West, 5.08 chains; thence South 45° East .50 chains, more or less, to the meander line of the Skokomish River and the terminus of the herein described line.

EXCEPTING therefrom right-of-way for Agency Road.

Mason County Parcel No. 42112-31-00010

Collectively containing 574 acres, more or less.

Project Description/Proposed Land Use:

the land is currently used for environmental conservation purposes and to advance fisheries restoration efforts, and there will be no change of use in the foreseeable future.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on state government, which may result from the removal of the subject property from the tax rolls and local jurisdiction.

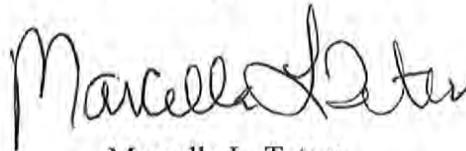
This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act (NEPA) of 1969.

Your written comments should be addressed to the Superintendent, Bureau of Indian Affairs, 2707 Colby Avenue, Suite 1101, Everett, Washington 98201-3528. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving the enclosed notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act (FOIA), is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to Rich Ferguson, Realty Specialist, at telephone number (425) 258-4561, extension 222, or at richard.ferguson@bia.gov.

Sincerely,



Marcella L. Teters
Superintendent



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651



May 18, 2016

CERTIFIED MAIL- RETURN RECEIPT REQUESTED 7015 0640 0004 7203 9631

Board of County Commissioners
Mason County
411 N. 5th Street
Shelton, Washington 98584

RECEIVED

MAY 23 2016

Mason County
Commissioners

Dear Commissioners:

Pursuant to the *Code of Federal Regulations*, Title 25, INDIANS, Part 151.10, notice is given of the application filed by the Skokomish Indian Tribe to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority, which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any governmental services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

We provide the following information regarding this application:

Applicant:

Skokomish Indian Tribe.

Legal Land Description/Site Location:

All those portions of Sections fourteen (14) and fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, particularly described as follows:

Beginning at the intersection of the North-South centerline of Section fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, with the Easterly right of way line of U.S. highway 101, at a point 50 feet Southeasterly of the centerline of said highway, as measured perpendicular to said centerline; Thence North $20^{\circ}48'15''$ East, along said Easterly right of way line, 247.65 feet to the Northerly line of government lot twelve (12), Section fifteen (15), Township twenty-one (21), North, Range four (4), West, Willamette Meridian; Thence Easterly, along the balanced government meander line, being the Northerly line of said government lot 12, the following courses: South $68^{\circ}17'05''$ East, 154.43 feet; South $27^{\circ}43'05''$ East, 162.83 feet; South $88^{\circ}32'42''$ East, 163.04 feet; North $71^{\circ}15'13''$ East, 196.36 feet; North $89^{\circ}25'54''$ East, 163.09 feet; North $18^{\circ}09'18''$ East, 497.16 feet; North $51^{\circ}08'10''$ East, 263.01 feet; South $73^{\circ}21'13''$ East, 143.23 feet; South $36^{\circ}50'25''$ East, 42.52 feet to the line between government lots 12 and 9; Thence continuing along said balanced government meander line, being the Northerly line of said government lot 9, the following courses: South $36^{\circ}50'25''$ East, 282.89 feet; North $86^{\circ}23'52''$ East, 97.90 feet; North, $41^{\circ}06'48''$ East, 428.44 feet; North $47^{\circ}07'27''$ East, 315.92 feet; South $77^{\circ}54'50''$ East, 557.93 feet to the Northeast corner of government lot 9, as it existed prior to a dependent resurvey by the Bureau of Land Management (BLM), approved may 10, 2007, and amended October 16, 2007, under group number 570, said Northeast corner being coincident with the Northeast corner of new government lot 13, of said line BLM survey and the East line of Section fifteen (15), Township twenty-one (21), Range four (4) West, Willamette Meridian; thence Southerly along said East line of Section 15, South $01^{\circ}54'13''$ West, 1,584.75 feet to the North line of Indian lot 22, Section fourteen (14), Township twenty-one (21), Range four (4) West, Willamette Meridian, extended Westerly, also being the North line of resulting parcel 5, boundary line adjustment no. 97-39, as recorded August 14, 1997, under auditor's file no. 651371; thence South $87^{\circ}08'02''$ East, along said North line of said Indian lot 22 and said parcel 5, 625.25 feet to the Northwest corner of Indian lot 23; thence South $87^{\circ}08'02''$ East, along said North line of Indian lot 23 and continuing along the North line of said parcel 5, boundary line adjustment no. 97-39, 660.00 feet to the Northeast corner of said Indian lot 23 and said parcel 5; thence South $01^{\circ}35'16''$ West, along the East line of said Indian lot 23, and along the East line of government lot 5 of said Section fourteen (14), as they existed prior to a dependent resurvey by the BLM, approved May 10, 2007, and amended October 16, 2007, under group number 570, for a distance of 518.84 feet to the line of vegetation of the left bank of the Skokomish River main channel, as surveyed in April 2015, thence along the line of vegetation on line of vegetation, on the Following courses: South $61^{\circ}00'03''$ West, 63.14 feet; South $67^{\circ}34'49''$ West, 49.13 feet; South $66^{\circ}43'38''$ West, 45.86 feet; South $64^{\circ}55'01''$ West, 125.56 feet; South $76^{\circ}16'34''$ West 70.36 feet; South $75^{\circ}53'36''$ West, 96.91 feet; South $87^{\circ}05'59''$ West, 68.14 feet; South $77^{\circ}42'37''$ West, 91.81 feet; North $57^{\circ}22'33''$ West, 73.24 feet; South $76^{\circ}34'23''$ West, 95.82 feet; South $21^{\circ}10'22''$ West, 23.58 feet; South $82^{\circ}02'06''$ West, 221.32 feet; South $62^{\circ}07'05''$ West, 213.92 feet; South $57^{\circ}07'44''$ West, 106.69 feet; North $72^{\circ}54'01''$ West, 10.59 feet; South $58^{\circ}30'11''$ West, 53.21 feet; South $57^{\circ}05'19''$ West, 10.50 feet to the West line of Section fourteen (14), Township twenty-one (21), Range four (4) West, Willamette Meridian; thence continuing along the line of vegetation of the left bank of the Skokomish River main channel, within Section fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, the following courses: South $57^{\circ}05'19''$ West, 161.15 feet; South $63^{\circ}44'55''$ West, 37.96 feet; South $60^{\circ}46'56''$ West, 67.40 feet; South $61^{\circ}55'40''$ West,

58.78 feet; South 67°00'31" West, 131.38 feet; South 73°54'08" West, 76.73 feet; South 81°40'38" West, 47.03 feet; South 76°17'55" West, 70.66 feet; South 70°21'06" West, 72.00 feet; South 78°55'18" West, 85.22 feet; South 86°58'38" West, 79.89 feet; North 88°19'54" West, 83.04 feet; South 83°55'44" West, 62.06 feet; North 69°24'26" West, 38.48 feet; North 54°30'11" West, 69.50 feet; North 52°50'14" West, 105.77 feet; North 60°10'26" West, 153.40 feet; North 69°12'06" West, 47.86 feet to the West line of the Northeast quarter (ne1/4), of the Southeast quarter (se1/4), said Section fifteen (15); thence continuing along said line of vegetation of the left bank of the Skokomish River main channel, the following courses: North 69°05'53" West, 136.33 feet; North 68°08'08" West, 105.12 feet; North 60°54'06" West, 114.76 feet; North 58°32'46" West, 113.73 feet; North 57°40'59" West, 62.26 feet; North 58°01'05" West, 170.90 feet; North 59°15'07" West, 140.17 feet to the East line of the West 565 feet of the Northwest quarter (nw1/4), of the Southeast quarter (se1/4), said Section fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian; thence North 01°46'08" East along said East line of the West 565 feet, 154.87 feet to the North line of said Northwest quarter (nw1/4), of the Southeast quarter (se1/4), said Section fifteen (15); thence North 88°18'51" West, along said North line, 254.37 feet to the Southerly line of those portions of government lots eleven (11) and twelve (12), Section fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, as described in that certain quit claim deed from the state of Washington to William and Sarah Bourghul, dated January 29, 1981, and recorded under auditor's file no. 386781; thence North 57°11'45" West along said Southerly line, 691.41 feet to the Easterly right of way line of U.S. highway 101, being 75 feet Southeasterly of the centerline of said highway, as measured perpendicular to said centerline; thence North 20°48'15" East along said right of way line, 25.76 feet; Thence continuing along said right of way line North 69°11'45" West, 25.00 feet to a point 50 feet Southeasterly of the centerline of said highway, as measured perpendicular to said centerline; thence North 20°48'15" East along said right of way line, 910.75 feet to the North-South centerline of Section fifteen (15), Township twenty-one (21) North, Range four (4) West, Willamette Meridian, and the point of beginning of this description.

Together with any right or title to the lands comprising the shores and/or bed of the Skokomish River channel, as may be established by deed or survey.

Mason County parcel Nos. 42115-13-00000, 42115-24-00060, 42115-41-00000, 42115-42-00120, 42114-23-00000, 421151-10-00000 and 42115-14-00000.

Collectively containing 159.1 acres, more or less.

Project Description/Proposed Land Use:

The land is currently used for housing, environmental conservation purposes and to advance fisheries restoration efforts, and there will be no change of use in the foreseeable future.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on state government, which may result from the removal of the subject property from the tax rolls and local jurisdiction.

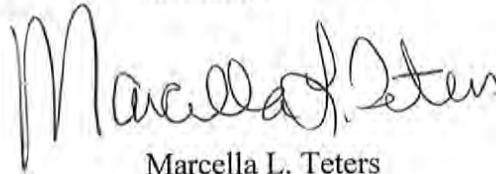
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Your written comments should be addressed to the Superintendent, Bureau of Indian Affairs, 2707 Colby Avenue, Suite 1101, Everett, Washington 98201-3528. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving the enclosed notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act (FOIA), is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to Rich Ferguson, Realty Specialist, at telephone number (425) 258-4561, extension 222, or at richard.ferguson@bia.gov.

Sincerely,

A handwritten signature in black ink that reads "Marcella L. Teters". The signature is written in a cursive style with a large initial "M".

Marcella L. Teters
Superintendent



Squaxin Island Legal Department

Mark Allen - mallen@squaxin.us
David Babcock - dbabcock@squaxin.us
Diane Deyette - Paralegal - ddeyette@squaxin.us
Sharon Haensly - shaensly@squaxin.us
Kevin Lyon - klyon@squaxin.us
Nathan Schreiner - nschreiner@squaxin.us

May 12, 2016

Board of County Commissioners
411 N. 5th Street
Shelton, Washington

Re: Parcel No. 22034-10-60620 and 22021-34-60670

Dear Commissioners:

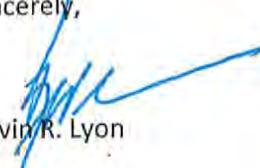
It is our understanding that Mason County proposes to surplus tidelands located on Squaxin Island and within the Squaxin Island Tribe's Reservation. The tideland parcel is 29.91 acres numbered 22034-10-60620.

The County purportedly acquired the property in a tax foreclosure in 1913; however, that foreclosure presumed that the M.J. Cunningham held title. M.J. Cunningham, however, held only a contract for sale from the State of Washington. In addition, the contract had been cancelled nine years earlier by the federal court when it held that the State of Washington did not have the right to sell the tidelands and that the contract was void.

The County's proposed surplus sale and tax deed remains a cloud on the title that we ask be removed. The Tribe requests that the County correct the more than century old mistake and provide a quit claim deed transferring title to those tidelands. Title is held in the name of the United States as trustee for the Squaxin Island Tribe. I am available to assist with the correct form of the deed. I have enclosed a summary of materials related to these lands and would be pleased to meet with you to discuss.

Thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,



Kevin R. Lyon

enc: May 12, 2016, memorandum

cc: Interim Support Services Director, Frank Pinter
Mason County Title, Dennis Pickard
Squaxin Island Tribal Council
Bureau of Indian Affairs Realty Specialist, Bobbie Jones

Item 4.2
Clerkr

NEWS RELEASE
June 14, 2016

MASON COUNTY COMMISSIONERS
411 NORTH 5TH ST
SHELTON, WA 98584
(360) 427-9670 EXT. 419

TO: KMAS, KRXY, SHELTON-MASON COUNTY JOURNAL, THE OLYMPIAN, SHELTON CHAMBER OF COMMERCE, NORTH MASON CHAMBER OF COMMERCE, CITY OF SHELTON, ECONOMIC DEVELOPMENT COUNCIL, THE SUN

RE: Mason County Solid Waste Advisory Committee Member Openings
Mason County is seeking applicants to fill four positions on the Mason County Solid Waste Advisory Committee (SWAC).

The Solid Waste Advisory Committee reviews and makes recommendations to the Commissioners regarding solid waste and special waste management in Mason County, including disposal rates, disposal options, waste reduction, recycling, household hazardous waste, and composting programs.

Mason County is seeking interested citizens from a public interest group, Commissioner District 1 and 2 and a local elected Public Official. Committee members are appointed for a 3-year term. Participation is voluntary and members meet once a month.

Application forms may be obtained from the Mason County Commissioners' Office, 411 North 5th Street, Shelton, or by calling Shelton (360) 427-9670; Belfair (360) 275-4467; Elma (360) 482-5269, ext. 419 or visit our website at www.co.mason.wa.us. Applications will be accepted until positions are filled.

BOARD OF MASON COUNTY COMMISSIONERS

Terri Jeffreys
Chair

Tim Sheldon
Vice Chair

Randy Neatherlin
Commissioner



Item 4.3
Clerk ✓

**PROCLAMATION
AMATEUR RADIO WEEK**

WHEREAS, the Federal Communications Commission licenses all amateur radio operators to provide public and emergency communications, develop and maintain a pool of radio operators, and promote domestic and international goodwill; and

WHEREAS, Mason County has about 375 licensed Amateur Radio operators who have demonstrated their value in public assistance by providing emergency radio communication; and

WHEREAS, these Amateur Radio operators donate these services free of charge to the County, in the interest of the citizens of the County as well as the world; and

WHEREAS, these Amateur Radio operators are on alert for any emergency, local or world-wide, and practice their communication skills during the American Radio Relay League Field Day;

WHEREAS, this year's Amateur Radio Field Day will take place on Saturday, June 25 and Sunday, June 26, 2016; and

WHEREAS, amateur radio operators deserve our recognition and gratitude for the many services they provide;

NOW, THEREFORE, We the Board of County Commissioners of Mason County do hereby proclaim the week of June 20-26, 2016 as

AMATEUR RADIO WEEK

in Mason County. In recognition of this important emergency preparedness exercise, we call on all residents to pay appropriate tribute to the Amateur Radio operators of Mason County.

Dated this ____ day of _____ 2016

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Terri Jeffreys, Chair

Tim Sheldon, Commissioner

Randy Neatherlin, Commissioner

- For June 14
D. Ross

Clerk ✓

BOARD OF MASON COUNTY COMMISSIONERS' BRIEFING MINUTES
Mason County Commission Chambers, 411 North 5th Street, Shelton, WA
Week of May 23, 2016

Monday, May 23, 2016

8:30 A.M. Executive Session – RCW 42.30.110 (1)(i) Litigation
Commissioners Jeffreys and Sheldon met in Executive Session with Tim Whitehead and Dawn Twiddy from 8:35 a.m. to 9:00 a.m. for a litigation matter. Commissioner Neatherlin joined the session at 8:50 am.

9:00 A.M. Executive Session – RCW 42.30.110 (1)(i) Potential Litigation
Commissioners Jeffreys, Sheldon and Neatherlin met in Executive Session from 9:00 a.m. to 9:40 a.m. with Tim Whitehead and Jerry Hauth for potential litigation matter.

~~9:30 A.M.~~ 9:40 A.M. Public Works – Jerry Hauth/Melissa McFadden
Utilities & Waste Management

- Commissioners Jeffreys, Sheldon and Neatherlin were in attendance.
- The award will be placed on the agenda for snow retention guards to Jon Lupo Construction.
- Discussion of the proposed Tahuya River Estuary, bridge replacement project. The estimated project cost is \$28.9 million and a grant will be submitted. The Commissioners expressed concern with the cost and impact to the community.
- Skokomish River Ecosystem Restoration. A new Cost Share Agreement is now being developed to complete the next phase of work, final design and preparation of bid documents. Final design and bid document preparation are projected to be \$2,500,000, with the Government's share of such costs projected to be \$1,625,000 (65%) and the Non-Federal Sponsor's share of such costs projected to be \$875,000 (35%).
- Petition received for Hanks Lake Road to be adopted into the county road system. Staff has been talking to the citizens about a road improvement district process and they will draft a letter from the Commissioners to the petitioners.
- Request for no passing zone on Highway 101 near the Public Works property.

~~10:00 A.M.~~ 10:15 A.M. Finance Committee

Lisa Frazier, Treasurer; Karen Herr, Auditor and Commissioner Jeffreys were in attendance. Also in attendance: Randy Neatherlin, Commissioner; Tim Sheldon, Commissioner; Frank Pinter, Budget Manager; Dawna Woodruff, Chief Deputy Treasurer and Scott Bauer, Northwest Municipal Advisor

Lisa Frazier opened the meeting with a quarterly review of Mason County's finances as of April 30, 2016. Total cash & investments were \$182,020,423.41; current expense balance was \$8,034,907.64; investment interest collected was \$52,657, budgeted at \$95,000. Lisa also provided Daily Cash Sheets of Investments, a Summary of Assets held, and a Statement of Transactions. Banking fees were reduced due to the transition to Columbia Bank and should remain significantly less than BOA fees.

Old Business: Lisa stated that the conversion of banking services from Bank of America (BOA) to Columbia Bank is almost complete. As of May 9th, 22 of the 25 county and district accounts with BOA have been closed and the remaining three will be closed as soon as all items have cleared the bank.

New Business: Interfund Revolving Loan from ER&R to Current Expense – for Sheriff hand-held radios and new vehicles. In two prior finance committee meetings, March 28th and April 18th, there were discussions regarding this loan. It had been determined that Frank Pinter, Finance Manager, and the Board would meet with the Sheriff to establish a specific line item within the Sheriff's budget for loan payment. Pinter stated a conversation had not yet taken place with the Sheriff and suggested this topic will be discussed during the 2017 budget negotiations. Lisa was concerned about postponing the approval of this loan until

Board of Mason County Commissioners' Briefing Meeting Minutes
May 23, 2016

2017 since the purchases were made in 2016. Discussion ensued. Cmmr. Neatherlin suggested working with the Sheriff's office to pursue a budget amendment designating a line item for this loan while negotiating additional increases needed in their budget this year - or the possibility of revising the original Resolution. All were in agreement that further discussions with the Sheriff on this issue was necessary prior to further action from the Finance Committee.

Lisa introduced Scott Bauer from Northwest Municipal Advisors. He presented an in-depth analysis and considerations for refinancing outstanding debt in Mason County. He presented an overview of the Bond Market and identified which outstanding LTGO bonds and State loans would be most beneficial for the county to consider refinancing. He presented considerations for refinancing all, a portion, or none of the loans. Discussions ensued on these considerations. Members were very interested in pursuing further discussions regarding refinance possibilities and Commr. Jeffreys thanked Lisa Frazier for inviting Mr. Bauer and for initiating this conversation.

Meeting adjourned at 11:10 a.m.

Minutes Submitted by Karen Herr, Secretary of Finance Committee

10:30 A.M.:11:15 a.m. BREAK

10:45 A.M. 11:20 a.m. Support Services - Bill Kenny

Commissioners Jeffreys, Sheldon and Neatherlin were in attendance.

- May 31 Belfair meeting agenda was reviewed. The Commissioners asked that Ecology staff be invited to talk about the Sweetwater Creek property and what it takes to be removed from the contaminated site list.
- Briefing scheduled for presentation of key public opinion survey findings on voter support for creating a Mason County park district - Dave Metz, FM3 & Dec Frankfourth, The Trust for Public Land on June 13 @ 11 a.m.
- Invitation to 100 Day Challenge to End Family Homelessness @ Governor's Residence - June 6, 1:30 p.m. to 3 p.m.
- Interview Process for Support Services Director. A schedule will be developed for the first part of June and Dave Windom will be the alternate if a Commissioner cannot attend.
- Frank stated the information on the Squaxin Island Tidelands that the Tribe is requesting be quit claimed to the Tribe has been sent to the Prosecuting Attorney's office.
- Contract amendments for Sandhill and MCRA Parks with Robert Droll will be placed on the June 7 agenda.
- Cmmr. Jeffreys has met with members of the Allyn Belfair Subarea Citizens Advisory Committee. The Committee has requested their term be extended (per Resolution No. 28-15 the term of the Committee ends May 31, 2016). Recently the Committee Chair and another member have resigned. At this time, the Committee does not have any work product completed. The Commissioners would like additional information before extending the term. Staff will not be attending the June Committee meeting unless the term is extended.
- Frank presented with 2016 budget supplemental request from Public Defense that is in addition to what will be presented at tomorrow's budget briefing; Dawn presented a request for a budget supplement to pay for the Civil Service testing contract. The two testing contracts will be held until after the June 21 budget hearing.

11:15 A.M.

Community Services - David Windom

Commissioners Jeffreys, Sheldon and Neatherlin were in attendance.

- Michael MacSems will read the Summer 2016 Mason County Heritage Grant cycle at the June 7 meeting.

Board of Mason County Commissioners' Briefing Meeting Minutes
May 23, 2016

- 11:30 A.M. Mason Conservation District – John Bolender
Voluntary Stewardship Program (VSP)
Commissioners Jeffreys, Sheldon and Neatherlin were in attendance.
- John Bolender provided an update on the development of the Voluntary Stewardship Program in Mason County. A contract extension will need to be executed with the WA State Conservation Commission and the Mason County Conservation District. Agricultural data is being collected including aquaculture. A work group will be created to create the work plan for agricultural activity.

Commissioner Discussion – there was no discussion.

- 11:45 A.M. Closed Session – RCW 42.30.140 (4) Labor Discussion - rescheduled to 3:00 p.m.

BREAK

- 2:00 P.M. Thurston Mason Behavioral Health Organization Advisory Board Interviews
Commissioners Jeffreys and Neatherlin interviewed two applicants to the TMBHO Advisory Board. Commissioner Sheldon was absent.

- 2:30 P.M. Veterans Advisory Board Interviews
Commissioners Jeffreys and Neatherlin interviewed two applicants for the Mason County Veterans Advisory Board. Commissioner Sheldon was absent.

- 3:00 P.M. Closed Session
Commissioners Jeffreys and Neatherlin met in Closed Session from 3:10 p.m. to 3:50 p.m. for labor discussion with Bill Kenny and Frank Pinter.

- 3:52 P.M. Commissioner Discussion
Commissioners Jeffreys and Neatherlin were in attendance. Commissioner Sheldon was absent.
- Frank Pinter presented the following options for the interfund loan for Sheriff's Office hand-held radios and vehicles.
 - Request Sheriff move the interfund loan payments to the correct BARS line in the 2016 budget.
 - Move the Sheriff interfund loan payment to Non-Departmental to make payment.
 - Place all Current Expense ER&R payments in Non-Departmental.
 - Items 2 and 3 could be done in 2016 budget or in the 2017 budget.

Cmmr. Jeffreys stated she favors rewriting the interfund loan resolution so the payment is due in 2017 and budget all the Current Expense ER&R payments out of Non-Departmental. Cmmr. Neatherlin stated he is not in favor of having all the ER&R payments out of Non-Departmental but needs time to think about it. Cmmr. Neatherlin suggested the loan payment that is in the Sheriff's budget, although not in the correct BARS line, be used for jail outsourcing and rewrite the interfund loan so the first payment is due in 2017. Discussion of the option of paying the entire amount in either 2016 or 2017 and the impact to Current Expense ending fund balance.
This will be discussed at Tuesday's budget discussion briefing.

Tuesday, May 24, 2016

- 2:00 P.M. Support Services – Frank Pinter
Commissioners Jeffreys, Sheldon and Neatherlin were in attendance.
- Frank reviewed the April 2016 financial statements. The projected 2016 ending fund balance as of May 23, 2016 is \$3,396,019.
 - Review of 2016 budget amendment requests for a total of \$995,208 plus a request from Human Resources/Civil Service testing, \$22,563 and Public Defense, \$332,374.

Board of Mason County Commissioners' Briefing Meeting Minutes
May 23, 2016

If all the requests are approved, the projected ending fund balance would be projected to be \$2,500,000. Cmmr. Sheldon expressed concern with the requests and recommends the budget be re-racked. He believes the 2016 budget is over committed.

Frank suggested scheduling two budget hearings, one by end of June for the on-going items and a second hearing later this summer for the one-time items.

Each Commissioner weighed in on the budget amendment requests. Frank will bring back a revised document for the June 6 briefing so the June budget hearing can be set.

Respectfully submitted,

Diane Zoren, Administrative Services Manager

BOARD OF MASON COUNTY COMMISSIONERS

Terri Jeffreys
Chair

Tim Sheldon
Commissioner

Randy Neatherlin
Commissioner

**MASON COUNTY
AGENDA ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Frank Pinter	Action Agenda _____ Public Hearing x Other _____
DEPARTMENT: Commissioners	EXT: _____
COMMISSION MEETING DATE: June 14, 2016	Agenda Item # 8.1 (Commissioner staff to complete)

BRIEFING DATE: June 6, 2016 and May 9, 2016
BRIEFING PRESENTED BY: Frank Pinter
[] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM: Approval to set a public hearing on June 28, 2016 at 6:30 p.m. to consider the sale of real property located at 330 Panorama Drive, Parcel #32021-56-01026.

EXECUTIVE SUMMARY:

Declared Surplus Resolution #18-13 passed 4/9/13.

Assessed Value: \$16,400

Original Listing Price: \$4,000

Current Listing Price: \$4,000

Length of listing: 979 days

Contingencies: None

Offer: \$3,000.00

Delinquent Taxes: \$1,702.73

Outstanding Liens: None know

Other Costs: \$ 518.98

Net Proceeds: \$ 778.29

RECOMMENDED ACTION:

Move to set a public hearing on Tuesday, June 28, 2016 at 6:30 p.m. to consider the sale of real property located at 330 Panorama Drive, parcel #32021-56-01026.

Clerk ✓

MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Becky Rogers	Action Agenda <u> X </u> Public Hearing <u> </u> Other <u> </u>
DEPARTMENT: Support Services	EXT: 419
DATE: 6/14/2016	Agenda Item # <u> 8.2 </u> (Commissioner staff to complete)

BRIEFING DATE: N/A
BRIEFING PRESENTED BY:
[X] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM:
Approval of Veterans Assistance Fund applications for: Necessity Items \$250.00 and Utilities \$315.65 for a total of \$565.65.

Background: The Veteran Service Team reviews veteran applications to determine eligibility for assistance at the following two locations: (1) Memorial Hall – 210 W. Franklin, Shelton; Monday – Wednesday from 9 am – 4 pm (360) 426-4546 and also at (2) North Mason Veterans Service Center – 140 NE State Route 300, Belfair; Mon - Thurs from 9:00 am – 4:00 pm; (360) 552-2303. Listed are applications recommended for approval by the Veterans Service Team.

RECOMMENDED ACTION:
Move to approve the Veterans Assistance Fund applications for: Necessity Items \$250.00 and Utilities \$315.65 for a total of \$565.65 as recommended by the Veterans Service Office.

Attachment(s): Applications on file with Clerk of the Board.

CLARK ✓

**MASON COUNTY
AGENDA ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Melissa McFadden	Action Agenda
DEPARTMENT: Public Works	EXT: 450
COMMISSION MEETING DATE: June 14, 2016	Agenda Item # 8.3

BRIEFING DATE: June 6, 2016
BRIEFING PRESENTED BY: Melissa McFadden
[] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM: County MRSC Consultant & Small Works Roster: Design and Construction of a waterline to the Belfair Road Maintenance Shop

Background: The Public Works Belfair maintenance shop located on Beck Road, is in need of a new water supply. The previous water supply was from a nearby privately owned well that will no longer be able to supply to the maintenance shop, as of June 30, 2016. The new water supply is expected to be a nearby PUD1 water system. This project will extend the water main from Dulalip Landing Road to the maintenance shop and install a service line for the shop.

The preliminary estimated cost of the project is \$120,000. This work fits within the Capital Expenditure Budget for the Road Fund for 2016.

RECOMMENDED ACTION: Recommending the Board authorize Public Works to use the County MRSC Rosters to solicit for the design and construction of a waterline to the Belfair Road Maintenance Shop, award contracts and authorize the Chair to sign all pertinent documents. Contract award will be announced during a regular meeting of the Board.

Attachment(s): Vicinity Map

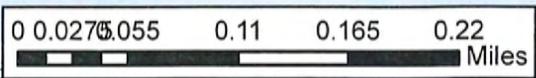
Belfair Maintenance Shop Waterline Installation - Beck Rd



Proposed Waterline
Intallation Project

Shop
Location

NE BECK RD NE BECK RD



Sources Es
Geonames.org



Clerk ✓

**MASON COUNTY
AGENDA ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Jerry Hauth / Melissa McFadden	Action Agenda
DEPARTMENT: Public Works/U&W Management	EXT: 207
DATE: June 14, 2016	Agenda Item # 84

BRIEFING DATE: January 4, 2016, May 3, 2016 and June 6, 2016
BRIEFING PRESENTED BY: Jerry Hauth / Melissa McFadden
[] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM: Contract extension with Mason County Garbage & Recycling (MCGR) for the hauling of Drop Box bins

Background: On January 4, 2016, Public Works/Utilities & Waste Management was authorized by the Board to sign a six-month contract extension letter agreement with Mason County Garbage for the hauling of Drop Box bins from the Belfair, Hoodspert, and Union Drop Box Stations to the Shelton Transfer Station. The extension contract will end June 30, 2016.

Per RCW 36.58.090, when contracting with a vendor for solid waste handling systems public notice is required in the official county newspaper at least once a week for two weeks and not less than sixty days before the final date for the submission of qualifications proposals. A public hearing is also required before entering into a contract with a vendor.

A Request for Proposals was sent out Tuesday, May 31, 2016 with submittals due on August 1, 2016 per RCW 36.58.090. **Given the lengthy procurement process for selecting a vendor for this work, Public Works/Utilities & Waste Management would like to request the Board authorize another contract extension with Mason County Garbage that would begin July 1, 2016 and end no later than September 30, 2016 or as soon as a new contract is awarded.**

RECOMMENDED ACTION: Recommend the Board authorize the Public Works Director to sign a time extension letter agreement with Mason County Garbage for the hauling of Drop Box bins from the Belfair, Hoodspert, and Union Drop Box Stations to the Shelton Transfer. The contract will be extended until a contract award is made through the required competitive bidding process or September 30, 2016, whichever comes first.

Attachment: Contract Extension Letter



MASON COUNTY
PUBLIC WORKS DEPARTMENT
100 W. Public Works Drive
Shelton, Washington 98584

June 14, 2016

Mr. Rik Fredrickson
Mason County Garbage, Inc.
P.O. Box 787
Shelton, WA 98584-0787

Dear Mr. Fredrickson

This letter will extend the Solid Waste Drop box Station Agreement, which revises the terms and conditions set forth in an agreement first entered into on December 23, 2002 and last amended by Amendment No 6 on January 1, 2016, for the period beginning July 1, 2016 and ending no later than September 30, 2016 or when a new contract is awarded.

Under this extended agreement Mason County Garbage Co., Inc. will continue to haul Mason County's Drop Boxes at a rate of:

- \$41.94 from the Shelton Transfer Station
- \$171.47 from the Hoodspout Transfer Station;
- \$151.43 from the Union Transfer Station; and
- \$230.52 from the Belfair Transfer Station

Contractor:

Mason County:

BY: _____
Richard P. Fredrickson Date
District Manager
Mason County Garbage Co., Inc.

BY: _____
Jerry Hauth Date
Public Works Director
Mason County Utilities and Waste Management

Clark

MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Lisa Frazier	Action Agenda x Public Hearing ___ Other ___
DEPARTMENT: Treasurer	EXT: ___
COMMISSION MEETING DATE: June 14, 2016	Agenda Item # 8.5 (Commissioner staff to complete)

BRIEFING DATE: June 6, 2016
BRIEFING PRESENTED BY: Dawna Woodruff
[] ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency:

ITEM: Approval of the resolution cancelling outstanding Claims Clearing warrants issued and still outstanding in previous financial software.

Background: The Treasurer's Office has been working to clean up outstanding items in our old financial system Computech run on the AS400. There is no telling how much longer the AS400 will continue to run.

RCW 39.56.040 requires that warrants that are outstanding for one year or more be canceled.

Some of these outstanding warrants were duplicates that were never requested to be voided. Other warrants can be reissued on our new account upon request. Cancelling these warrants doesn't preclude anyone from receiving their proper funds due them. Due diligence was completed.

RECOMMENDED ACTION: Approval of the resolution cancelling outstanding Claims Clearing warrants issued and still outstanding in previous financial software.

Attachment: Resolution

MASON COUNTY
BRIEFING ITEM SUMMARY FORM
Agendz

Hem 8.6

TO: BOARD OF MASON COUNTY COMMISSIONERS	
FROM: Casey Salisbury, Sheriff	
DEPARTMENT: MCSO Sheriff's Office	EXT: 636
BRIEFING DATE: June 6, 2016	<i>June 14, 2016 meeting</i>
PREVIOUS BRIEFING DATES: (If this is a follow-up briefing, please provide only new information)	

ITEM:

MOU between Squaxin Island Tribe & Mason County Sheriff's Office renewal

EXECUTIVE SUMMARY: (If applicable, please include available options and potential solutions):

Mason County Sheriff's office has had an MOU with the Squaxin Island Tribe since 2000. Current MOU expired on 4-1-16, contract sent to Squaxin Island Council in March has been approved, delay in council approval occurred due to transition with new Squaxin Island Chief appointment.

BUDGET IMPACTS:

Contract ended April 2016 and we receive \$95,000 a year for this contract which is deposited in the Current Expense Fund revenues.

RECOMMENDED OR REQUESTED ACTION:

Commissioners approve the continuance of this contract with the Squaxin Island Tribe

ATTACHMENTS:

New Squaxin Island Tribe MOU and Appendix A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SQUAXIN ISLAND TRIBE AND MASON COUNTY SHERIFF'S OFFICE**

This Memorandum of Understand ("MOU") is entered into this 1st day April 2016, by the Squaxin Island Tribe ("Tribe"), a federally recognized Indian Tribe; and the Mason County Sheriff's Office ("MCSO") to meet the requirements of the State - Tribal Compact and its prerequisites for a grant under its community contribution provisions.

RECITALS

- A. The Tribe and MCSO each desire to protect the lives and property of all people within their respective jurisdictions.
- B. The Tribe and MCSO each have determined that a cooperative effort to provide law enforcement services is in the best interest of taxpayers and residents of their respective jurisdictions, whether Indian or non-Indian, whether enrolled or not, and irrespective of the character of the land.
- C. The Tribe and MCSO each have determined that better and more efficient law enforcement services can be provided to all persons within their respective jurisdictions if law enforcement officers have the ability to provide cooperation and assistance, including re-enforcement, immediate response assistance, assistance in the service of state or tribal search or arrest warrants, to law enforcement officers in neighboring service jurisdictions, so that the nearest available officer, whether county or tribal, may respond as promptly as possible in situations where human life or property is endangered.
- D. The Tribe and MCSO have, for well over a decade, cooperated to their mutual advantage in accomplishing these goals, and seek to renew the relationship in a written agreement.
- E. The Tribe and MCSO have undertaken numerous joint law enforcement activities, including coordination of training, shared use of radio frequencies, mutual participation in SWAT, Special Operations Group, the Internet Crimes Against Children Task Force, search and rescue, and marine & dive enforcement.
- F. This MOU is entered into for the purpose of memorializing the relationship and responsibilities between the Tribe and MCSO.

1. Relationship

The Tribe and MCSO each commit to provide effective and reasonable emergency services to the Tribe including to its Little Creek Casino and its patrons.

The MCSO and the Tribal Police (hereafter "TPC") shall each keep each other appraised of changes in their operational policies, guidelines, and significant changes in the law of their respective jurisdictions for the purpose of facilitating communication and ensuring the timely and efficient delivery of services.

To facilitate communication the Tribe and MCSO shall each appoint a contact person to ensure time response and ensure effective response and to answer questions or address concerns or disputes.

The goals of the parties are (a) to ensure timely response; (b) to ensure effective response; (c) to ensure that each is informed of the status and disposition of contacts and or arrests.

The goals of the Tribe are (a) to reduce the response time in county-tribal enforcement actions; (b) reduce drug use on the reservation; and (c) to enter into an agreement by which its law enforcement officers may be recognized as general authority peace officers under state law, and so eliminate or diminish jurisdictional gaps in enforcement and ensure effective enforcement.

The Tribe and MCSO agree to use their best efforts to accomplish these goals. Requests for funding shall be evaluated on the basis of whether the request for and use of the funds will support and further those goals.

2. Roles and responsibilities with regard to:

2.1 Investigations and or Enforcement Actions

The MCSO will keep the TPC apprised of all investigations related to the Squaxin Island Tribe, including its enterprises, individuals residing on reservation, its enrolled members and or real or personal property that the Tribe has an interest in.

Any enforcement action taken by a Deputy relating to the Class III gaming operation shall be immediately reported to the MCSO dispatcher, who shall thereafter notify the Tribal Police.

2.2 Arrest warrants.

MCSO may make an arrest on a state warrant for an Indian or non-Indian on reservation and off-reservation. The Tribe may make an arrest on a tribal warrant for an enrolled Indian on reservation and off reservation within the usual and accustomed fishing grounds or within open and unclaimed land on which Squaxin holds treaty hunting and gathering rights.

State officers generally may not serve tribal court arrest warrants on Indians or non-Indians. Tribal officers generally may not serve state court arrest warrants on non-Indians. Notwithstanding the foregoing, the MCSO and the Tribe agree to provide assistance in the service of arrest warrants upon request.

2.3 Search Warrants.

State officers may serve state search warrants on reservation. The MCSO will conduct any resulting search in a manner that fully complies with the laws of the Tribe.

The MCSO will obtain the assistance of the Tribe in serving or executing a search warrant on reservation.

State officers generally may not participate in the service of a tribal search warrant. Notwithstanding the foregoing, the MCSO agrees to respond as requested to the service of a tribal search warrant, including to take into custody any non-Indian or Indian not

enrolled at the Tribe who are found on site and who were engaged in any activity that violates state law.

Tribal officers generally may not participate in the service of a state search warrant off reservation. Notwithstanding the foregoing, the TPC agrees to respond as requested to the service of a state search warrant, including to take into custody any Indian or enrolled member of the Tribe who are found on site and who were engaged in any activity that violates tribal law.

Tribal officers shall participate in the service of a state search warrant on reservation.

2.4 Detention.

Tribal law enforcement officers have the power to restrain those who disturb the public order on the reservation, and if necessary, to eject them. Where jurisdiction to try and punish an offender rests outside the tribe, tribal officers may exercise their power to detain the offender and to promptly deliver up any non-Indian offender. *State v. Schmuck*, 121 Wn. 2d 373, 850 P.2d 1332, cert. denied, 510 U.S. 931 (1993).

MCSO agree to respond immediately to requests by SIT to deliver non-Indian offenders to MCSO and or Indian offenders not enrolled at the Tribe to MCSO.

2.5 Criminal and Civil Retrocession.

In the event The Tribe elects to seek criminal or civil retrocession under RCW 37.12.160 or otherwise, the Parties agree to meet as soon as is practicable to negotiate in good faith an amendment to this Agreement that takes into account the change in circumstances.

2.6 Prosecution of Tribal or State criminal violations.

2.6.1 Non-Indian on or off Reservation

The state has exclusive criminal jurisdiction over non-Indians on reservation, except to the extent provided otherwise by applicable law. The MCSO agrees to exercise that jurisdiction in coordination with the Tribe.

2.6.2 Indian on Reservation

Any court actions resulting from the exercise of police power against an Indian shall be filed in the Squaxin Island Tribal Court or Federal Court. Referral for prosecution shall be made to the Squaxin Tribal Prosecutor.

2.6.3 Indian Off Reservation

MCSO and the Tribe shall each freely allow and cause its officers who assisted in any investigation or other activities under the auspices of this MOU to appear and give their testimony in any Court with the jurisdiction for the prosecution of any offense for which such officer has personal knowledge.

3. Services to be provided

MCSO shall provide the following services: (a) law enforcement services; and (b) training for TPC and its subordinates in MCSO procedures and reporting criteria.

4. Special Commission

The MCSO and the Tribe shall enter into a special commission and general authority peace officer agreement substantially in the form attached hereto as Exhibit A and incorporated herein by reference. This Agreement shall be effective upon the signatures of the appropriate representatives of the MCSO and the Tribe and the execution of a special commission agreement.

5. Requests for Funding

The Tribe and MCSO acknowledge that it is not possible for MCSO to identify or distinguish the adverse impacts or increased costs caused by the Class III operation. They have agreed as an alternative, to the following measure:

A fixed fee for police services described herein for \$23,750 per quarter. The Tribe's contribution is conditioned on use of the funds to provide direct and additional law enforcement services by the Mason County Sheriff's Office.

The payment from the Community Contribution fund shall be contingent on the availability of 2% net win funds. If the Community Contribution fund is not adequate to pay the fixed fee after payment to those parties that have entered into an MOA with the Tribe prior to this MOA, then no further monies shall be owed.

In addition to obligations stated above, the Tribe and MCSO agree to explore in earnest options for shared use and financing of an evidence facility and shared use of LEXIPOL.

6. Periodic Reports

MCSO shall submit quarterly reports to the Oversight Committee identifying the actual use of funds, whether and to what extent impacts were mitigated, any unmet need, and what progress was made towards accomplishing that stated purpose of the grant and the stated goals of the SIT.

MCSO shall maintain accurate records of the use of all grant funds and shall make such information available to the Committee upon request. Further MCSO records shall be subject to independent review by the Committee or its delegates.

7. Public Relations

The MCSO agrees to participate in coordinated press releases and functions regarding any grant. It is anticipated that the Tribe will establish a coordinated giving day in which the Tribe and the Community Contribution Committee will present grants awarded.

8. No Waiver

By executing this Agreement, no signatory hereto waives any immunity or sovereign immunity which it has and neither a grantee nor any other individual or entity is or shall be deemed a third party beneficiary of this agreement.

9. Confidential Information

MCSO agrees that any information it obtains regarding the total amount of the Casino's net win, the amount MCSO is awarded, or any other information which would tend to reveal the operating results of the Tribe's Casino are proprietary to the Tribe and shall remain confidential and not be disseminated or published without the Tribe's prior written consent.

10. Term

This agreement will be in effect for a period of ten years from the date of its execution and, as noted in above, only upon execution of the cross deputization and general authority peace officer agreement.

11. Acceptance of Terms

Their respective representatives agree to the above terms and conditions for the parties to this agreement.

12. Duration/Revocation of Agreement

This Agreement shall remain in full force and effect for a period of ten years, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the Agreement of the parties at the end of the ten year period.

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of its intent to terminate. The Parties agree to meet within ten days of such notice, or such time as may be mutually agreed to by the parties, and negotiate in good faith to resolve their dispute.

SQUAXIN ISLAND TRIBE

By: David Lopeman

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Chairman
Terri Jeffreys

Memorandum of Agreement – Page 6
Squaxin Island Tribe

Commissioner
Tim Sheldon

Commissioner
Randy Neatherlin

Approved as to content:

Sheriff
Casey Salisbury

Approved as to form:

Chief Deputy Mason County Prosecuting Attorney
Timothy Whitehead

Clerk of the Board
Mason County Board of Commissioners
Julie Almanzor

After recording return to:
Mason County Commissioners
411 North 5th Street
Shelton, WA 98584

**SPECIAL COMMISSION / GENERAL AUTHORITY PEACE OFFICER AGREEMENT
BETWEEN THE SQUAXIN ISLAND TRIBE AND MASON COUNTY 2014**

Exhibit A

PREAMBLE

The Squaxin Island Tribe, a federally recognized Indian Tribe organized pursuant to Section Sixteen of the Indian Reorganization Act of 1934 (25 U.S.C. §476), hereinafter "TRIBE," and Mason County, Washington, hereinafter "COUNTY," through the Mason County Sheriff, hereinafter "SHERIFF."

THIS AGREEMENT IS ENTERED INTO UNDER THE Inter-local Cooperation Act (Chapter 39.34 RCW), the Mutual Aid Peace Officers Powers Act (10.93 RCW), Chapter 10.92 RCW (Tribal Police Officers), and the Constitution and Bylaws of the Squaxin Island Tribe.

INTENT

The TRIBE and the COUNTY each wish to protect the lives and property of all people within their respective jurisdictions and particularly within the exterior boundary of the Squaxin Island Reservation and within the lands and waters treaty rights are exercised. The TRIBE and the COUNTY, therefore, have entered into this Agreement governing certain aspects of the relationships between the COUNTY and TRIBE with respect to the special commission of tribal law enforcement officers as special commission reserve officers, and as to qualifying tribal law enforcement officers as state general authority peace officers.

The Mason County Sheriff's Office ("MCSO") is a general authority law enforcement agency and its officers have general authority as Washington peace officers as defined in RCW 10.93.020. The purpose of this agreement is to provide for Squaxin Island Tribal peace officers to be specially commissioned Washington peace officers under RCW 10.93.020(5), and general authority peace officers under RCW 10.92.020, to detect and apprehend persons committing infractions or violating the traffic or criminal laws in general of the state of Washington.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section I. Definitions

As used in this Agreement:

Approved Tribal Officer: means a law enforcement officer employed by the TRIBE, who has submitted to a background check and training as required by the COUNTY, and has thereafter been granted a commission by the SHERIFF.

Commission: A special commission as a Level 3 Reserve Peace Officer granted to an Approved Tribal

Officer in accordance with this Agreement.

Commission Card: An identification card issued by the MCSO to an Approved Tribal Officer.

Designated Offenses: All infractions and violations of the laws of the state of Washington, whether civil or criminal, and of any Model Traffic Code adopted by Mason County.

Reservation: The Squaxin Island Tribe's Reservation and any land held in trust for the benefit of the Squaxin Island Tribe or its members by the United States government, and all territory within the exterior boundaries thereof, including without limitation all roads, rights of way, easements and waterways within such exterior boundaries.

Section II. Jurisdiction

Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act violative of state or federal law or to subject the parties to any liability to which they would not be subject by law.

Section III. Issuing Special Commissions

The SHERIFF may grant in his sole discretion a special commission as a Level 3 Reserve Officer. Applications for commissions shall be submitted in writing to the SHERIFF or his designee. Each application shall be accompanied by all background information on the applicant known to the TPC, appropriate waivers allowing the standard SHERIFF'S Office pre-employment investigation, and such other information as may be required by the MCSO. The applicant may be required to undergo a polygraph examination. The SHERIFF shall grant or deny each application within a reasonable period of time. The granting of a special commission shall be evidenced by the issuance of a commission card to the officer receiving the commission. No commission shall be denied on the basis of race, creed, sex, color or national origin. An applicant shall have successfully completed the Washington State Basic Law Enforcement Training Academy or a certificate of equivalency or have been exempted from the requirement thereof by the Washington state criminal justice raining commission or successfully completed the equivalency examination process and completed the 2 week challenge from the Washington State Law Enforcement Training Academy.

Such special commission is for the sole purpose of empowering Approved Tribal Officers to detect and apprehend persons committing infractions or violating Designated Offenses under Washington State Law. Such commission shall so empower tribal officers when such infractions or violations occur within the Reservation or in the officer's presence outside the Reservation Boundaries.

Section IV. General Authority Tribal Peace Officers

Any Tribal law enforcement officer qualified for a special commission under Section III, above, shall be granted the status of a general authority peace officer, and in addition to those authorities described above, shall be able to exercise those authorities granted under RCW 10.93.070 and other law, contingent upon full satisfaction of the requirements of Chapters 10.92 and 10.93 RCW.

Section V. Suspension and Revocation of Special Commissions

The SHERIFF or his designee may, at any time, suspend or revoke the special commission of any Tribal law enforcement officer for reasons solely within his discretion. The MCSO shall inform the TPC of a proposed or anticipated suspension or revocation and written notice of any such suspension or revocation and the reasons for such action.

Section VI. Scope of Powers

An Approved Tribal Officer shall have a special commission card in his or her possession at all times when acting pursuant to the commission. The special commission shall empower Approved Tribal Officers to detect and apprehend persons committing infractions or violations of all Designated Offenses when they occur within the Reservation or in the officer's presence outside the Reservation boundaries. Such power shall include the power to make arrests. Tribal law enforcement officers commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of state laws when exercising such authority. Any court actions resulting from the exercise of a commission shall be filed in state court, and any referral for prosecution shall be made to the COUNTY Prosecutor. Tribal law enforcement officers shall remain under the control of the TRIBE, but when acting under the authority of a special commission or as a general authority peace officer shall abide by the rules and regulations of the SHERIFF, all State laws and regulations, the State and Federal Constitutions, and shall be subject to the direction of the SHERIFF'S Office.

Section VII. Report of Exercise of Commission Powers

The circumstances surrounding any actual exercise of peace officer authority to a special commission shall be immediately reported to the SHERIFF'S Office Dispatcher and shall be timely reported, after the fact, to the MCSO and subject to the reporting procedures established by the MCSO.

Section VIII. Hold Harmless/Indemnification

Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting with the course and scope of the officer's duties as a specially commissioned or general authority peace officer is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency.

Section IX. Insurance/Immunities

The TRIBE agrees to maintain insurance policies in the amount of \$1,000,000.00 per occurrence insuring against claims for false imprisonment, false arrest, public liability, property damage and police professional liability and shall maintain the policy in full force and effect during the life of this Agreement. If this Agreement is terminated for any reason, the TRIBE agrees to continue to carry the insurance for all actions taken under this Agreement until such time as protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE must ensure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include the COUNTY as an additional insured and refer to and support the TRIBE'S obligation to hold harmless the COUNTY, its officers, elected officials and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation or material change and include a statement to the effect that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company or the TRIBE will provide written notice to the COUNTY within thirty (30) days after any reduction in the general aggregate or occurrence limits. The TRIBE shall provide the COUNTY with a certificate of insurance prior to the contract effective date. The COUNTY, at its option, may require a complete copy of the above insurance policy.

The TRIBE waives sovereign immunity to suit only upon claims asserted by the COUNTY, the amount and nature of which are within the coverage and limits of the TRIBE'S insurance policy. Policies of insurance obtained by the TRIBE pursuant to this section shall prohibit the insurer asserting a defense of sovereign immunity to claims made under the policy. All immunities enjoyed by COUNTY law enforcement officers under state or federal law shall inure to the benefit of Tribal law enforcement officers when acting under a commission under the terms of the Agreement.

Section X. Oversight Committee

A committee consisting of the TRIBE'S Chief of Police, the SHERIFF or his designee, and the Mason County Prosecutor or his designee, shall review activities and methods of performance pursuant to this Agreement. The committee shall meet annually, or more frequently, as needed, to discuss the operation of the Agreement. The committee may recommend to the signatories of the Agreement any amendments to this Agreement. :

Section XI. Duration/Revocation of Agreement

This Agreement shall remain in full force and effect for a period of ten years, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the Agreement of the parties at the end of the ten-year period. Either party may terminate this Agreement at any time. Termination shall be immediately effective upon receipt of written notice.

Section XII. Amendments

This Agreement shall not be amended except by an instrument in writing executed by the signatories below and attached to this Agreement.

Section XIII. Notice

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

In the case of the COUNTY, notices shall be sent to:

Mason County Sheriff
P.O. Box 1037
Shelton, WA 98584

In the case of the TRIBE, notices shall be sent to:

Squaxin Island Tribe Chief of Police
70 SE Squaxin Lane
Shelton, WA 98584

With a copy to:
Squaxin Island Legal Department
3711 SE Old Olympic Hwy
Shelton, WA 98584

Section XIV. Severability/Duration of Commissions

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected. Because the source of legal authority to grant, revoke, and suspend the commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or any portion of this Agreement shall have no effect on the validity of such commissions, which shall remain in effect until suspended or revoked at the discretion of the SHERIFF or his designee.

The effective date of this Agreement shall be the 1st day of April 2016.

SQUAXIN ISLAND TRIBE

By: David Lopeman

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Chairman
Terri Jeffreys

Commissioner
Tim Sheldon

Commissioner
Randy Neatherlin

Approved as to content:

Sheriff
Casey Salisbury

Approved as to form:

Chief Deputy Mason County Prosecuting Attorney
Timothy Whitehead

Clerk of the Board
Mason County Board of Commissioners
Julie Almanzor

CLARKV

MASON COUNTY
AGENDA ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Frank Pinter	Action Agenda <u> X </u> Public Hearing <u> </u> Other <u> </u>
DEPARTMENT: Support Services	EXT: <u> 530 </u>
COMMISSION MEETING DATE: 6/14/16	Agenda Item # <u> 8.7 </u> (Commissioner staff to complete)

BRIEFING DATE: 2/22/16 and previous
BRIEFING PRESENTED BY: Bill Kenny
<input type="checkbox"/> ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM: MOU Teamsters Union Local No. 252- Authorizing the transition of Mason County General Services employees to participate in the Washington State Insurance Plans offered thru Public Employee Benefits Board (PEBB) and administered by the Washington State Health Care Authority and execution of a Memorandum of Understanding (MOU) to accomplish the transition.

RECOMMENDED ACTION:

Approval of the attached Memorandum of Understanding with the General Services employees Bargaining Unit of the Teamsters Local No. 252, which provides for the transition to the Public Employees Benefit Board (PEBB) for Health Insurance.

Attachment(s): MOU

MEMORANDUM OF UNDERSTANDING

between

Mason County

And

TEAMSTERS LOCAL NO. 252 REPRESENTING GENERAL SERVICES

Mason County and Teamsters Local No. 252 agree to make adjustments to the current Collective Bargaining Agreement as prescribed below.

Whereas: The parties are in a current Collective Bargaining Agreement with a term expiring December 31, 2018. It is further acknowledged that the parties currently and collaboratively negotiated for the terms and conditions of this January 1, 2016 to December 31, 2018 Collective Bargaining Agreement.

Whereas: The current Collective Bargaining Agreement provides in Article 15 – Health & Welfare that the Union may change insurance carriers (“...*applied to premiums for Washington Teamsters Welfare Trust Medical Plan B.....or other carriers as designated by written notice by the bargaining unit.*”). The Union has tendered notice to the County that they wish to change to Washington State Insurance Plans offered thru Public Employee Benefits Board (PEBB) and administered by the Washington State Health Care Authority.

Whereas: The effective date of this change will be June 1, 2016.

The parties therefore agree to apply appropriate County Medical Contributions as outlined in the current collective bargaining agreement to these premiums effective June 1, 2016.

As agreed, on this _____ day of _____ 2016.

For Mason County:

For Teamsters Local No. 252:

Randy Neatherlin, Commissioner

Darren L. O’Neil, Secretary-Treasurer

Tim Sheldon, Commissioner

Terri Jeffreys, Commissioner

Approved to Form:

Tim Whitehead, Chief Deputy Prosecuting Attorney

Clerk

**MASON COUNTY
AGENDA ITEM SUMMARY FORM**

TO: BOARD OF MASON COUNTY COMMISSIONERS	
From: Frank Pinter	Action Agenda <u> X </u> Public Hearing <u> </u> Other <u> </u>
DEPARTMENT: Support Services	EXT: 530 <u> </u>
COMMISSION MEETING DATE: 06/14/16	Agenda Item # (Commissioner staff to complete) 8, 8

BRIEFING DATE: 6/6/16
BRIEFING PRESENTED BY: Frank Pinter
<input type="checkbox"/> ITEM WAS NOT PREVIOUSLY BRIEFED WITH THE BOARD Please provide explanation of urgency

ITEM: Approval of the January 2016 – December 2018 Collective Bargaining Agreement (CBA) for the Teamsters Union Local No. 252 representing Mason County Juvenile Detention.

BACKGROUND: The exclusive representatives (Teamsters Union Local No. 252) for the Mason County Juvenile Detention employees have reached a tentative agreement with Mason County and Mason County Juvenile Detention Employees for the 2016-2018 term.

The County has further been advised that the tentative agreement has been voted and ratified by the membership of the Mason County Juvenile Detention Employees.

It is noted and commended to the Commissioner's that the parties reached this Agreement through a very collaborative negotiations process.

RECOMMENDED ACTION: Approval of the January 2016 through December 2018 Collective Bargaining Agreement for Teamsters Union Local No. 252 representing Mason County Juvenile Detention Employees.

Attachment(s): Collective Bargaining Agreement on file with Clerk of the Board.

COLLECTIVE BARGAINING AGREEMENT

January 2016 ~ December 2018

BETWEEN

TEAMSTERS UNION LOCAL 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 District and Superior Court Judges—acting in their capacity as administrators of the Mason County Juvenile Court, and Teamsters Union Local No. 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, 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 1 – DEFINITIONS

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

- 1.1 Bargaining Unit (Union) shall be Teamster Union Local No. 252.
- 1.2 Department or Division refers to the Division of Detention.
- 1.3 Employer shall mean the Board of Mason County Commissioners and the Superior and District Court Judges.
- 1.4 Employee shall mean a person occupying a position and paid a salary or wage by the Employer and who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.
- 1.5 Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.
- 1.6 Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.
- 1.7 “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 Employer or designee.
- 1.8 Overtime shall mean all Employer-required work, which has been performed in excess of forty hours per week, consistent with Article 6.4.
- 1.9 Promotions, Transfers and Demotions defined and distinguished:
 - a. Promotion is a change of an employee from a job classification to a different job classification, which is compensated at a higher salary range.

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

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

1.11 Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues shall mean a calendar day.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Mason County Board of Commissioners and the Mason County Juvenile Court recognize that the Teamster Union Local No. 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and regular part-time Juvenile Detention Officers and Detention Supervisors in the Mason County Juvenile Detention Department, excluding extra help employees, excluding: managers, supervisors and confidential employees, under the conditions set forth in the Washington State Public Employee's Collective Bargaining Act of 1967.

All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the Union and by the Board of Mason County Commissioners and the Superior and District Court.

2.2 NEW CLASSIFICATIONS

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

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

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

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

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

ARTICLE 3 – UNION SECURITY

3.1 MEMBERSHIP

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

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

3.2 DUES DEDUCTION

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.

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. The Union shall be responsible for securing and delivering to the Auditor's Office the authorizations for payroll deductions of Union dues. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

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

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

3.3 BARGAINING UNIT ROSTER

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

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

3.4 NONDISCRIMINATION – UNION ACTIVITY

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

ARTICLE 4 – UNION / EMPLOYER RELATIONS

4.1 UNION ACCESS

Employees shall have the right to Union representation. The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer provided, however, that there is no serious or prolonged interruption of the Employer's working schedule. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE

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

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

4.3 STEWARDS

The Union may designate Shop Stewards and alternates for Detention. Stewards shall be allowed reasonable time during working hours to investigate and process grievances. Prior to undertaking such grievance duties, the Stewards shall inform his/her supervisor of the need to be away from his/her work. The Department shall grant the Steward's request unless the Stewards cannot be spared

at that particular time. If such is the case, then Stewards shall be allowed time to perform his/her Stewards duties at the earliest possible time.

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

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

4.4 ORIENTATION

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

4.5 BULLETIN BOARDS

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

4.6 CONTRACT DISTRIBUTION

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

4.7 NEGOTIATIONS RELEASE TIME

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

4.8 GRIEVANCE RELEASE TIME

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

4.9 UNION BUSINESS

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a duly authorized Steward of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will

notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, Stewards shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

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

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

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

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

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

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

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for three (3) months of work, consistent with Article 7.3.

5.2 TYPES OF EMPLOYMENT

NOTE: BENEFITS ELIGIBILITY MAY NEED REVISED PER ACA

5.2.1 REGULAR FULL-TIME EMPLOYEES:

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

5.2.2 REGULAR PART-TIME EMPLOYEES:

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-

going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked. Medical benefits are consistent with Article 15.1.

5.2.3 TEMPORARY EMPLOYEES:

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

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

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

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

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

5.2.4 EXTRA HELP / ON-CALL EMPLOYEES:

An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package nor union membership.

5.2.5 SEASONAL EMPLOYEES:

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

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement.

Should the Employer consider Subcontracting, the parties shall meet to allow the Union an opportunity to review the County's financial reasons for considering subcontracting and to present any alternative means of cost-savings besides subcontracting for the County to consider. If the County determines that subcontracting is necessary, the County shall negotiate with the Union the effects of subcontracting upon members of the bargaining unit.

5.4 STUDENTS / INTERNS

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

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 WORKDAY / WORKWEEK

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

6.2 WORK SCHEDULES

For regular full-time employees, the workweek shall normally consist of forty (40) hours of time scheduled within a seven (7) consecutive day period. Work hours for full-time employees covered by this Agreement shall normally be scheduled by division as described below:

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.

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.

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.).

For staff scheduled to attend the Juvenile Corrections Personnel 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.

6.3 REST / MEAL BREAKS

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, while the detainees are sleeping or resting and scheduled as near as possible to the middle of each half-day shift. If a Detention 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 the Detention employee to receive the aforementioned premium compensation the Detention 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.

6.4 OVERTIME

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.

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

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.

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.

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.

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.

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.

6.5 COMPENSATORY TIME

The Elected Official/Department Head may authorize compensatory time in lieu of overtime compensation and, if so, the employee shall receive compensatory time at the time-and-one-half (1 1/2) rate. Employees hired before January 1, 2011, may accrue up to two hundred forty (240) hours of compensatory time. All compensatory time after the limit of two hundred forty (240) hours is

reached shall be paid at time and one-half, or used by the employee as time off. Employees hired on or after January 1, 2011, shall be permitted to accrue up to eighty (80) hours of compensatory time. The scheduling of compensatory time off shall be requested and approved in the same manner as vacation leave.

Compensation shall not be paid (nor compensatory time earned) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay.

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

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

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.

Sexual harassment will be considered discrimination under this Article.

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

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

7.2 JOB POSTING

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.

7.3 PROMOTIONS

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

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

Employees who promote, transfer or voluntarily demote to another job classification within their Office or Department shall serve a three (3) month trial service period in their new position.

Employees may elect to revert to their previous job classification and position within thirty (30) calendar days of the effective date of the promotion, transfer or voluntary demotion. After this time, if an employee fails to successfully complete the trial service period in the new job classification, the employee may be returned to their previous position if it has not been either abolished or filled. If the position was abolished or filled (i.e. an offer of employment has not been extended), such employee will be laid off and eligible for recall in accordance with Article 8, except that the employee may not bump another employee. Employees on trial service shall be paid the appropriate established salary for that position; and, if reverted, will return to their previous salary (including any adjustments due; e.g. salary increase, step increase, etc).

Employees who promote, transfer or voluntarily demote to a job classification outside of an Office or Department shall serve a three (3) month trial service period in their new position. If they fail to obtain Regular status in the new position the employee may not return to their previous position, unless the employee chooses to revert back within thirty (30) calendar days. In that case, the employee will be returned to the same or similar classification and pay as held prior to promotion or transfer (including any adjustment due, e.g., salary increases, step increases, etc.).

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

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

When an employee voluntarily accepts a lower classification within the bargaining unit he/she shall be placed on the same step in the new range (Example: 11E to 9E).

7.4 PERSONNEL FILE / POLICIES

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

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

Conditions of hiring, termination change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this Article pertaining to personnel file access

shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

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

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

7.5 EVALUATIONS

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

Evaluation may occur in two forms:

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

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

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

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

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

7.6 DISCIPLINE / CORRECTIVE ACTION

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

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

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,

- suspension without pay;
- demotion; or
- discharge.

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

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

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

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

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

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

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

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

7.6.1 Notice: That the Employer did forewarn employee of possible consequences of conduct.

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

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

7.6.4 Fair Investigation: That the Employer conducted its investigation objectively;

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

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

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

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Department Seniority: the service time spent in each individual Department within the bargaining unit.

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

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

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.

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

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

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

Other Definitions:

8.1.1 Application of Seniority

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

8.1.2 Continuous Service

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

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

8.1.3 Layoff

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

8.1.4 Affected Group / Employees

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

8.1.5 Layoff Alternatives

A number of alternatives exist for affected employees including:

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

8.1.6 Bumping

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

8.2 APPLICATION OF SENIORITY

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

Seniority shall be applied in the following manner:

For purpose of promotions and/or layoffs from within a Division, seniority shall mean that time spent in each individual Department within the bargaining unit.

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

8.2.1 Postings / promotions

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

8.2.2 Layoffs

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

8.2.3 Bumping

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

8.2.4 Recall

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

8.3 PROBATIONARY PERIOD

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

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.

8.4 LOSS OF SENIORITY

Seniority shall terminate by discharge from service or by voluntarily leaving County service; provided that employees on layoff status retain the seniority they had at time of lay-off for eighteen (18) months from date of layoff, 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.

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

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than eighteen (18) consecutive months.

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

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or eighteen (18) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

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

8.5 LAYOFFS

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.

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

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

Layoff process:

- A. The Employer may reduce the work force because of lack of work, lack of funds, or workflow reorganization.
- B. If a reduction in the work force becomes necessary, the Employer will first consider reduction through normal attrition, (i.e., by not filling normally occurring vacancies.)

C. If normal attrition is not feasible, then the Employer shall determine which positions(s) will be eliminated. The least senior employee(s) in the affected job classification(s) shall be laid off.

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

8.6 NOTICE

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

8.7 MEETING WITH UNION

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

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

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

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

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

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

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers

will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

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

8.8.3 Probationary Employees

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

8.9 VACANT POSITIONS

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

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

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.

8.10 SENIORITY LIST

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

8.11 ORDER OF LAYOFF

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

8.12 COMPARABLE EMPLOYMENT

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

8.13 LAYOFF OPTIONS

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

8.13.1 Assume a Vacant Position

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

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

8.13.2 Bump

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

- 1) They have more seniority than the employee they will bump;
- 2) The job classification they are bumping to is paid on a salary range that is equal to or less than the salary range of their job classification; and
- 3) They previously held status in that job classification or they are determined by the Employer to be qualified to immediately perform the primary functions of the job within thirty (30) calendar days; 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 8.13.2, above, then that third employee identified for layoff shall be laid off.

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

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

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

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

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

8.13.3 Recall

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

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

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

8.14 REDUCTION HOURS / FTE

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

8.15 RECALL

Any Regular employee who is laid off shall have his/her name placed on a recall list within each respective Department for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held permanent status. The employee's name shall remain on the recall list(s) for a period of 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 8.13.

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.

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.

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, Office or Department shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff); shall accrue annual leave at the same accrual rate in effect as of the date of layoff; and the number of years of continuous County service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

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

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

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

Employees shall not lose seniority original as a result of layoff for a period of up to eighteen (18) months, per Article 8.4.4; provided, however, that no benefits nor seniority shall be accrued during the period of layoff.

8.16 VACATION & LEAVE CASH OUTS / PAY

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

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

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

8.17 UNEMPLOYMENT CLAIMS

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

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE.

Effective January 1, 2016 through December 31, 2018, each employee shall have his/her base wage as set forth in Appendix A and adjusted by both a COLA and an across the board increase (as below in this section and sections A,B, and C):

			COLA	INCREASE
1/1/2016			0.08%	3.92%
1/1/2017			TBD	2.00%
1/1/2018			TBD	2.00%

The above referred COLA adjustment shall be as follows:

Effective January 1, 2016 through December 31, 2018, employees shall be compensated in accordance with Appendix A and as adjusted by sections A, B, and C:

- A. Effective January 1, 2016 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). This results in a 0.08% increase.
- B. Effective January 1, 2017 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).
- C. Effective January 1, 2018 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

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

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

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.

9.2 HIRE-IN RATES

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

9.3 SHIFT DIFFERENTIAL

There shall be a shift differential of \$.50 (fifty cents) per hour for any assigned shift except Day Shift (shifts beginning between 5:00 AM to 10:00 AM).

ARTICLE 10 – OTHER COMPENSATION

10.1 CALL-BACK PAY

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

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

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

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

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

10.2 WORK IN A HIGHER CLASSIFICATION

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

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

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

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

10.3 MILEAGE REIMBURSEMENT

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

10.4 LONGEVITY

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

Beginning 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

10.5 CLOTHING ALLOWANCE

The County shall provide Detention employees badges as needed, shirts and a jacket for all full-time employees, along with a three hundred dollar (\$300) per year clothing allowance paid January of each year. Part time employees shall receive the appropriate number of shirts for their position.

ARTICLE 11 - HOLIDAYS

11.1 HOLIDAYS

The following annual paid holidays are recognized for all benefitted 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

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

11.2 RELIGIOUS HOLIDAYS

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

11.3 HOLIDAY OBSERVANCE

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

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

11.4 HOLIDAY ON DAY OFF

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

11.5 HOLIDAY COMPENSATION

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

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

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 12 – VACATION

12.1 VACATION ACCRUAL

Regular and Temporary full-time employees shall accrue paid vacation leave, 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

Regular and Temporary part-time employees shall accrue vacation leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as

compared to that required for full-time employment, plus they must also meet the qualification for PERS participation to have vacation leave accrual apply.

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

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

For Regular and Temporary full-time or Regular and Temporary part-time employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month, to the maximum amount of vacation leave that may be accrued at any point in time is four hundred (400) hours. No vacation leave accrued will be added to an employee's vacation leave benefit when the maximum accrual has been attained, except that the four hundred (400) hours maximum may be exceeded in any given month with prior written approval of the Elected Official or Department Head.

Whereas the Union and the 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.

12.2 VACATION SCHEDULING

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

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

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

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

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. Detention 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.

Detention 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.

12.3 VACATION PAY

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

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

12.4 VACATION UPON TERMINATION

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

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

When an employee's employment terminates or an employee moves from full-time to extra help employment, the employee shall be paid in full for all accrued vacation leave provided they have successfully passed their 6 month probation period 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.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

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

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

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

Employees hired before January 1, 2011, shall receive payment for unused sick leave upon termination of employment with fifteen (15) years of continuous County service; or upon termination of employment with Mason County when the termination is contemporaneous with retirement under an appropriate Washington State Public Employees Retirement System; or upon the death of the employee, in which case payment shall be made to his/her estate. Employees hired on or after January 1, 2011, shall not be eligible (nor their estate) to receive any cash out of their accrued sick leave upon separation from County service.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. Sick leave shall be considered as a type of insurance and not as a benefit.

Abuse of sick leave shall be grounds for disciplinary action. An Elected Official/ Department Head may require an employee to provide a written notice from the employee's health care provider when a pattern of excessive absence and/or sick leave abuse is indicated.

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

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

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

Abuse of sick leave shall be grounds for disciplinary actions.

Sick leave cannot be taken before it is actually earned.

13.3 SHARED LEAVE

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

13.4 COORDINATION - WORKER'S COMPENSATION

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

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.

- 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 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.

13.5 FAMILY MEMBER

Sick leave may be utilized as referenced above in this article for "immediate family" as defined in article 13.2, requiring the employee's attendance.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

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

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

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

14.2 JURY DUTY / COURT

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

14.3 MILITARY LEAVE

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

14.4 BEREAVEMENT

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

14.5 MAINTENANCE OF SENIORITY

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

14.6 LEAVE WITHOUT PAY

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

If a medical leave of absence without pay is granted, the employee shall have return rights to his/her previously held position. Return rights for any other leave of absence shall be limited to three (3) months. If the previously held position has been abolished during the leave of absence, then the employee shall have return rights to a similar position (a position in the same classification at the same salary level) if there is a vacancy. If there is no vacant similar position, the employee shall be placed on the recall list, pursuant to Article 8, Seniority, Layoff and Recall.

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

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

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

14.7 FAMILY LEAVE – FMLA

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

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

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

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

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

14.8 MATERNITY LEAVE

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

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

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

14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

ARTICLE 15 – HEALTH & WELFARE

15.1 HEALTH AND LIFE INSURANCE

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

The County contribution for Health & Welfare Insurance shall be:

- A. Effective January 1, 2016 the contribution shall be increased to one thousand and one hundred and two dollars (\$1102) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- B. Effective January 1, 2017 the contribution shall be increased to one thousand and one hundred and fifty four dollars (\$1154) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
- C. Effective January 1, 2018 the contribution shall be increased to one thousand and two hundred and six dollars (\$1206) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

If any other bargaining unit or group of employees receives contributions greater than the above amounts the members of this bargaining unit will also receive those increased amounts on the same effective dates.

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.

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.

In the event the Employer is subject to carrier plan design change or a penalty, tax, fine or increased costs as a result of requirements or provisions of the ACA, not within the control of the Employer, the parties agree to meet and negotiate regarding the impacts of any such cost or plan design impacts and immediately bargain alternative provisions.

The County shall provide for Detention employees to receive all three shots in the hepatitis series and follow-up tests, along with an annual TB test.

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

15.2 RETIREMENT

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

15.3 TEAMSTERS PENSION

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.

ARTICLE 16 - TRAINING

16.1 TRAINING

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

All regular detention employees will be given regular training in:

- A) Verbal de-escalation;
- B) Defensive tactics; and
- C) Certification for pepper spray.

All employees will be paid at the appropriate rate for taking County sponsored First Aid and CPR training.

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.

16.2 TRAINING REIMBURSEMENT

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

The County will reimburse the costs of all physical examinations required to attend the Criminal Justice Training Commission as a condition of continuing employment.

ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

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

The parties therefore establish a Labor/Management Committee consisting of up to 3 members from the Bargaining Unit and the Union staff representative, and up to seven (3) members from the Employer and a representative from Human Resources. The committee will meet from time to time, upon the request of either party, during working hours to discuss matters of mutual interest or concern. The committee shall not have the authority to change this Agreement, nor shall it substitute for the grievance procedure.

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

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

17.2 COMPOSITION OF COMMITTEE

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local No.252, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

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

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

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

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's

review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

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

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

18.2 HEALTH & SAFETY PLAN

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

18.3 DRUG FREE WORKPLACE

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

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

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

18.4 WORK PLACE VIOLENCE

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

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

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

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

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

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

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

19.2 GRIEVANCE PROCEDURE

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

Step 1. A grievance must be presented within ten (10) 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.

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.

Step 3. The written grievance shall be submitted to the Human Resources Manager 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 Manager 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 Manager 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.

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

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

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

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

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

19.3 UNION / EMPLOYER GRIEVANCE

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

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

19.4 SCHEDULE OF MEETINGS

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

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

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

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

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

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

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

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except as specifically 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 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

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

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.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

This Agreement shall become effective upon the signing of the Agreement and shall remain in effect through December 31, 2018.

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

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

23.2 ENTIRE AGREEMENT

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

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2016.

MASON COUNTY COURTS

BOARD OF COUNTY COMMISSIONERS

Toni A. Sheldon;
JUDGE OF THE SUPERIOR COURT

Randy Neatherlin; Commissioner
District #1

Amber Finlay;
JUDGE OF THE SUPERIOR COURT

Tim Sheldon; Commissioner
District #2

Dan Goodell
JUDGE OF THE SUPERIOR COURT

Terri Jeffreys; Commissioner
District #3

James Madsen
ADMINISTRATOR

TEAMSTERS LOCAL NO. 252

Darren L. O'Neil; Secretary-Treasurer

Appendix A

DETENTION STAFF

Effective January 1, 2016*

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Detention Officer	3047.28	3199.14	3358.26	3459.14	3567.30	3674.42
Lead Detention Officer	3200.18	3359.30	3525.72	3631.80	3746.20	3858.50
Detention Supervisor	3520.50	3695.22	3878.28	3994.76	4120.60	4244.36

PROMOTIONS:

- 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 upon ratification and signature by the parties:

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

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 ten percent (10%) salary for the period of time they are so designated.

Effective January 1, 2017

LEAD WORKER: The Employer will designate one employee per shift for hours worked outside of the Monday through Friday 0700 through 1800 (either manager or supervisor is present) and Sunday 0600 through 1800 if supervisor is present, 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 ten percent (10%) salary for the period of time they are so designated.

EXTRA HELP EMPLOYEES

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

b. Extra Help 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: \$1.87

d. Extra Help employees will be required to submit a Monthly Availability Sheet to the Detention Supervisor by the 20th of the current month for the following month.

Effective January 1, 2017

EXTRA HELP EMPLOYEES:

a. Except for emergency situations, as determined by the County, Extra Help employees shall not work more 1,040 hours per year.

b. Extra Help employees shall be entitled to a step increase after 2,080 hours worked in their current step. They shall be credited with the actual hours worked.

c. Extra Help employees are not benefitted, shall not accrue paid leave or holidays, are not represented by the Union and will be paid in accordance with the Appendix A Wage scale..

d. Extra Help employees will be required to submit a Monthly Availability Sheet to the Detention Supervisor by the 20th of the current month for the following month.