COLLECTIVE BARGAINING AGREEMENT

January 1, 2019 – December 31, 2021

BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

MASON COUNTY APPRAISERS UNIT

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PREAMBLE

Mason County, a political subdivision of the State of Washington, hereinafter referred to as the "County" or "Employer," and Teamsters Union Local No. 252, hereinafter referred to as the "Union," do hereby enter into this Agreement. The Employer and the Union agree that the effective, efficient and uninterrupted performance of governmental service to the community is their common objective. In order to assist them in achieving that objective, this Agreement represents the establishment of fair and reasonable compensation and working conditions for the employees in this bargaining unit through the collective bargaining process. The Employer and the Union recognize that the success of these objectives depends upon the Employer's success in establishing the service, upon the ability and creative contributions of the employees, and upon the joint efforts of both parties in improving the service. Therefore, the Employer and the Union encourage, to the greatest degree possible, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 – DEFINITIONS

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

1.1 Bargaining Unit (Union) shall be Teamsters Union Local No. 252.

1.2 Employer shall mean the Board of Mason County Commissioners and Mason County Elected Officials as identified in the Preamble to this Agreement.

1.3 Employee shall mean a person occupying a position and paid a salary or wage by the Employer and who is represented by 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.

1.4 Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.

1.5 Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.

1.6 "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 biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is under eighteen years of age; or eighteen years of age or older and incapable of self-care because of a mental or physical disability, 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.

1.7 Overtime shall mean all Employer-required work which has been performed in excess of forty hours per week, consistent with Article 6.4.

1.8 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.

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

1.10 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 for MASON COUNTY recognizes that the Teamster Union Local No. 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and regular part-time employees of the Mason County departments of the Assessor's office including Appraisers and G.I.S. Technicians, excluding: supervisory employees, confidential employees, and employees participating in a job school program from Mason County high schools or, by mutual agreement, from any accredited college or vocational school, which shall be coordinated with the student's academic schedule, under the conditions set forth in the Washington State Public Employee's Collective Bargaining Act of 1967.

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.

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 UNION REPRESENTATION

a. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

b. The Union shall have up to a thirty (30) minute orientation with new employees' during the employees regular work hours. The Union will explain that it is the designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect fees. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

c. The Union agrees to accept employees as members without discrimination as to race, color, creed, sex, sexual orientation, national origin or physical, sensory or mental disability or protected classes under the law.

d. The Employer will provide for payroll deduction of Union dues and initiation fees upon authorization by the employee. Payroll deduction authorization cards must be received by the County department by the 15th day of the month to be recognized as effective for that month. The County will 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 of the like without recourse to the County.

e. The Employer will distribute one copy of this Agreement to each employee in the unit and to each newly hired employee of the unit. The cost of printing this Agreement shall be equally shared between the Department and the Union.

f. The Union agrees to supply the Employer with lists of officers of the Union and representatives and to keep such lists current. The Employer will recognize the officers and representatives, or shop stewards.

g. Signatory organization will indemnify, defend, or hold the Employer harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union organization. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof by the County.

3.2 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. 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 in the Appraiser's Office. Stewards shall be allowed reasonable time during working hours to investigate and process grievances. Prior to undertaking such grievance duties, the Steward shall inform his/her supervisor of the need to be away from his/her work. The Elected Official/Department Head shall grant the Steward's request unless the Steward cannot be spared at that particular time. If such is the case, then the Elected Official/Department Head shall allow the Steward time to perform his/her Steward duties at the earliest possible time.

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, Human Resources provide a copy of the Collective Bargaining Agreement and will notify new hire of their shop steward. Per RCW 41.56.037, each new hire will receive a minimum of thirty (30) minutes within the first ninety (90) days from the date of hire, and will take place at the employee's regular worksite or a mutually agreed upon location. Human Resources will notify the shop steward and Union representative of each new hire within ten (10) business days of the date of hire.

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 Steward 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 steward 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 and/or the Officers 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.

4.10 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 Steward 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.

ARTICLE 5 – EMPLOYMENT

5.1 Probationary Periods

All newly hired employees will serve an initial probationary period of six (6) months, with the option of an extended education probationary period, and must complete one year in field training. Continued employment will be based on successful completion of the required education. During this period, an employee may be terminated for failure to pass the educational requirements or just cause. A probationary period may be extended by the Employer with written notice to the employee and the Union. A probationary employee does not have the right to grieve dismissal.

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.

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.

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

The workweek shall normally consist of five (5) workdays within a seven (7) consecutive day period beginning Sunday at 12:00 a.m. through Saturday 11:59 p.m. The assignment of workdays and work schedules shall be determined by the Employer in order to meet business and customer service needs or in response to budgetary demands.

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 8:00 a.m. to 5:00 p.m., unless a County Office or Department establishes an alternate work schedule as described below

A. The regular workweek shall normally consist of five (5) consecutive workdays, Monday through Friday.

B. The County may modify the regular workweek to support special purposes at specified periods of time (for instance, April/October tax receipt collections, and annual property revaluations), provided employees receive at least five (5) working days' notice of the schedule change.

C. The Employer may change employee work schedules with five (5) working days' notice to the employee and his/her Union representative. Less than five (5) working days' notice may be given if mutually agreed between the employee and the Employer.

D. Hours shall be extended outside of normal business hours as necessary to allow for the uninterrupted and efficient operation of the Assessor's Office as determined by the Assessor or designee.

Employees may continue to work 4-10 schedules, as allowed by the Assessor. The following shall apply to employees working a 4-10 work-week schedule:

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

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

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

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

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

As scheduled by the Supervisor; Rest Breaks and Meal Periods will remain the same.

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

Alternate Work Schedule: Workweeks and work shifts of different numbers of hours and/or workdays may be established by the Elected Official/Department Head in order to meet business and customer service needs, or in response to budgetary demands. Employees may be assigned to an alternate work schedule with five (5) working days' notice from the Department Head. An employee may request to work an alternate work schedule, which shall be subject to the approval of the Employer. The alternate work schedule shall not result in the application of the overtime provisions.

6.3 REST / MEAL BREAKS

Employees may be allowed up to a one (1) hour unpaid lunch period as approved and scheduled by the Employer. Employees are entitled to take one (1) fifteen-minute break for every four (4) hours worked. Breaks should be arranged so that they do not interfere with County business or service to the public. Lunch periods and breaks shall not be combined and they may not be used to shorten an employee's workday.

6.4 OVERTIME

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

Upon a request to work beyond the regular workday or workweek, by mutual agreement, the parties may agree upon an adjusted work-week for that specific workweek, for purposes of employee convenience and to avoid overtime

6.5 COMP TIME

The Employer may authorize comp time in lieu of overtime compensation and, if so, the employee shall receive comp time at the rate of one and one-half times their straight-time hourly rate for all overtime hours worked. Comp time earned may not exceed eighty (80) hours at any point in time. Employees shall receive overtime compensation whenever their accrued comp time reaches the eighty (80) hours maximum. Upon approval by the County, the employee may be permitted to cash out all or part of the excess comp time. For employees hired on or after January 1, 2019, no rollover comp time can be banked, and the allowed eighty (80) hours of accrued comp time must be used by the end of each year. If the employee does not use all their accumulated comp time, they will receive a payout for the unused comp time on the December 25 payroll check.

The scheduling of comp time off shall be requested and approved in the same manner as vacation leave.

Compensation shall not be paid (nor comp 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 bon a fide 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

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources Department for a period of no less than seven (7) calendar days before the position is filled. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the Department to whom the position will report and the application process. Union positions will be identified as such.

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

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

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

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

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

It is the Employer's interest to fill positions with the most qualified individuals who apply. While qualified employees within the bargaining unit shall be given first consideration for a position, the Employer may consider outside applicants if two or less qualified bargaining unit employees apply.

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 are reclassified, promoted or transferred may serve a trial service period of up to three (3) months. Employees may elect to revert to their previous job classification and position within thirty (30) calendar days of the effective date of their reclassification, promotion or transfer. After thirty (30) days, if the employee is unsuccessful in the new position, the employee shall be returned to his or her previous position only if it is vacant (i.e. an offer of employment has not been extended). If the position is not vacant or if it has been abolished, the employee will be laid off in accordance with Article 8, Seniority, except that the employee shall not be eligible to exercise the bumping provision. Employees on trial service shall be paid the appropriate established salary for that position and if reverted, either voluntarily or by the Employer, will return to their previous salary (including any adjustments due, e.g., salary increase, step increases, etc.).

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 Elected Official/Department Head or anyone designated by the Employer

to act on their behalf, and staff in the Human Resources Department. An employee may examine his/her own personnel file 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, but rather be acknowledgment of receipt. 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 That the Employer did forewarn employee of possible consequences of conduct;

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

7.6.3 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 That the Employer conducted its investigation objectively;

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

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

7.6.7 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

Office/Department Seniority: the service time spent in each individual Elected Official's Office or Department within the bargaining unit.

Employer/County Seniority: The total unbroken service 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.

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.

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 the purpose of promotions and/or layoff, from within a department, 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.

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 Office / Department Seniority shall determine who is to be laid off within the selected classification (affected group) and within the Office or 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 Office / 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

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.

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.

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.

8.5 LAYOFFS

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.

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

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

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

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) within the affected department shall be laid off.

Before laying off any regular employee, all temporary and probationary employees within the same Office or 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 layoff.

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 Office or 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 Office or 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.

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

1) They have more seniority than the employee they will bump;

2) The job classification they are bumping into is paid on a salary range that is equal to or less than the salary range of their job classification;

3) They previously held status in that job classification or they are determined by the Employer to be able to immediately perform the primary duties of the position they are requesting to bump into; and

4) They provide written notification to their department head of their intent to exercise their bumping right within five (5) calendar days' of receiving their layoff notice.

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

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

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

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

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 in the bargaining unit shall have the sick leave balance as of the date of layoff restored (unless the employee received a sick leave cash out at the time of layoff), shall accrue vacation leave at the same accrual rate in effect as of the date of layoff, and the number of years of continuous county service at the time of layoff shall be credited towards eligibility for the longevity benefit. Employees recalled into regular part-time positions shall be subject to pro-rated benefits as described in other articles of this Agreement.

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, 2019 through December 31, 2021, each employee shall have his/her base wage as set forth in Appendix I and adjusted by an across the board increase as set forth below :

	INCREASE
1/1/2019	1.50%
1/1/2020	1.75%
1/1/2021	2.00%

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 1 of the appropriate salary range or placed consistent with current personnel rules.

ARTICLE 10 – OTHER COMPENSATION

10.1 CALL-BACK PAY

Regular and Temporary 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. De minimis phone contact does not constitute a call back. 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.

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.

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.

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.

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.

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

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 compensation above each eligible, regular full-time employee's base salary (or base hourly rate, if applicable) to recognize continuous length of service as a County employee. Eligible, regular part-time employees shall receive pro-rated longevity benefit in proportion to the number of hours the regular part-time employee is in pay status during the month as compared to that required of full-time employment. The longevity benefit will be implemented in accordance with the following schedule:

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

10.5 Clothing Allowance

The County shall provide an annual clothing allowance to each bargaining unit employee in the amount of Two Hundred Dollars ($200), payable by the second payday in July.

ARTICLE 11 - HOLIDAYS

11.1 Holidays

The following designated annual paid Holidays shall be observed per County Policy (other than the Floaters).

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

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

Eligible full-time employees shall receive eight (8) hours of holiday benefit pay. Regular part-time employees shall be paid pro rata holidays in accordance with the number of hours regularly compensated.

For any Holiday to be paid, an employee must be in paid status the employee's scheduled work-day before and the employee's scheduled work-day after the Holiday.

The floating holidays are to be at the discretion of the employee with the approval of the supervisor, requiring one week's advance notice, which may be waived by the supervisor. 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

Holidays shall be observed per County policy; typically when a recognized Holiday falls on a Saturday, the preceding 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.

If any employee is requested to work on a Holiday, the employee shall receive two (2) times their regular rate of pay, plus holiday benefit pay. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

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

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

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.

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

Vacation that would be denied do to workload issues that results in an employee's accrual exceed four hundred hours, shall have those hours converted to comp time which shall be used within 90 days or shall be forfeited. This Vacation provision shall be in effect until December 31, 2017. After such date, no longer available. This is to provide ample opportunity for employee's to manage their workload and vacation schedule to reduce their vacation hours.

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 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.

With the exception of promoted employees, vacation leave accrued within the first six (6) months of employment cannot be utilized by an employee until he/she has successfully completed the initial appointment probationary requirements

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

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.

Vacation leave approval will be granted on the basis of the employee meeting workload requirements.

All requests to use vacation leave shall be submitted in writing. When an employee desires to use five (5) or more consecutive vacation leave days he/she must submit a leave request at least fifteen (15) calendar days in advance of the time off requested. Failure to request leave at least fifteen (15) calendar days in advance may be cause for the denial of the requested leave. The Employer will respond to leave requests within ten (10) calendar days of receipt; except that leave requests submitted more than sixty (60) calendar days in advance of the time off requested shall be considered on a case-by-case basis.

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.

Employees shall have the option of using comp time or vacation leave for approved paid time off.

12.3 VACATION PAY

Vacation leave days shall be the same as the regular workday schedule for the Department 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.

When a holiday occurs during an employee's approved vacation leave, the day on which the holiday occurs will be charged as holiday leave rather than vacation leave. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION

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

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.

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.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Per the Washington State Paid Sick Leave law, RCW 49.46, in accordance with WAC 296-130 and Initiative 1433, the County and the Union mutually agree to comply the with the laws. Sick leave shall be accumulated for all Regular and Temporary full-time employees, who have worked or been in a paid status at least eighty (80) hours at the rate of eight (8) hours per month for each month of employment. Regular and Temporary part-time employees shall accrue sick leave on a pro-rated basis in proportion to the number of hours the part-time employee is in a paid status during the month as compared to that required for full-time employment. Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

13.2 SICK LEAVE USAGE

Usages of sick leave shall be consistent in accordance with the Washington State Paid Sick Leave law, RCW 49.46, WAC 296-130 and Initiative 1433, the County and the Council mutually agree to comply with the laws.

13.3 SHARED LEAVE

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

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

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

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

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

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

F. Nothing herein pertains to a permanent disability award.

G. If any employee has no sick leave accumulated, the words vacation leave or comp time may be substituted for "sick leave" above.

13.5 Family Member

Authorized uses of sick leave may be utilized as referenced above in this article for immediate family, as defined in Article 1.6

13.6 Sick Leave Cash Out

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.

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).

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

14.4 BEREAVEMENT

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

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

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. 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.

14.7 FAMILY LEAVE – FMLA

The County **and the** Union **mutually agree to comply with all State and Federal Family Leave Laws** (FMLA, RCW 49.78). The Employer will grant leave 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.

If an employee has any questions regarding the State and Federal Family leave laws, they may contact the County's Human Resource Department for guidance

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.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

14.10 WASHINGTON STATE PAID LEAVE COMPLIANCE

The County and Union mutually agree to comply with all Washington State Paid Family & Medical Leave laws, per RCW 50A.04, and future amendments with the law.

ARTICLE 15 – HEALTH & WELFARE

15.1 HEALTH AND LIFE INSURANCE

The County shall contribute as identified below per employee, per month, towards the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) man-hours (excludes, vacation, sick and comp time payouts, upon separation) or more per month. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B (with the $100 per week time loss option) and current County dental, vision, and life insurance plans or other carriers as designated by written notice by the bargaining unit.

The County contribution for Health & Welfare Insurance shall be:

A. Effective January 1, 2019 the contribution shall be increased to one thousand and two hundred and fifty eight dollars ($1,258) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage. For Teamsters nine (9) Month Waiver, the employer shall pay $11.40 per month.

B. Effective January 1, 2020 the contribution shall be increased to one thousand and three hundred and ten dollars ($1,310) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage. For Teamsters nine

(9) Month Waiver, the employer shall pay $11.40 per month.

C. Effective January 1, 2021 the contribution shall be increased to one thousand and three hundred and sixty two dollars ($1,362) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage. For Teamsters nine (9) Month Waiver, the employer shall pay $11.40 per month.

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.

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

15.2 RETIREMENT AND TEAMSTERS PENSION

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.

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

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.

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) and WAC 296-128-500.

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 six (6) members from the Bargaining Unit and the Union staff representative, and up to seven (7) members from the Employer, including a representative from Human Resources. The committee will meet from time to time during working hours to discuss matters of mutual interest or concern. The committee shall not have the authority to change this Agreement, nor shall it substitute for the grievance procedure.

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 the Union, 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.

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.

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

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.

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

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

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

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

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

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

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

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.

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

A. Establish, plan for and direct the work force toward the organizational goals of County government.

B. Determine the organization and merits, necessity, and level of activity or service provided to the public.

C. Determine the County budget and financial policies, including accounting procedures.

D. Determine the procedures and standards for hiring, promotion, assignment, transfer, layoff, discipline, and retention.

E. Discipline employees for just cause.

F. Determine the methods, means, equipment, and kinds and number of personnel required to accomplish the governmental operations and maintain the efficiency thereof.

G. Assign work and schedule employees.

H. Establish work rules and rules of conduct.

I. Evaluate employee performance.

J. Reduce staff or reduce working hours due to a lack of work or lack of funds.

K. Take all actions necessary to carry out the mission of the County in emergencies.

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

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

ARTICLE 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, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

This Agreement shall be in full force and effective upon ratification by the parties and shall remain in effect through December 31, 2021.

Either party may request negotiations of a successor agreement at least sixty (60) days before the annual expiration date.

This Agreement may be modified during its term by mutual agreement of both parties concerned, such mutual agreement to be in writing and to be incorporated as part of this Agreement.

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.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

this 16th day of April, 2019.

TEAMSTERS LOCAL NO. 252

4/30/19
Darren L. O'Neil; Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS

Randy Neatherlin; Commissioner
District #1

Kevin Shutty; Commissioner
District #2

Sharon Trask; Commissioner
District #3

MASON COUNTY ASSESSOR

Patti McLean

APPENDIX I

SALARY SCHEDULE:

Note:
Unless otherwise specified above, step increases shall be granted annually.

Effective January 1, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser Trainee	$3,511.27	$3,599.05	$3,689.02	$3,781.25	$3,875.78	$3,972.67
Appraiser	$4,071.99	$4,173.79	$4,278.14	$4,385.09	$4,494.72	$4,607.08
Senior Appraiser	$4,722.26	$4,840.32	$4,961.33	$5,085.36	$5,212.49	$5,342.81
Appraiser Analyst	$4,958.37	$5,082.33	$5,209.39	$5,339.63	$5,473.12	$5,609.95
GIS Technician	$3,951.27	$4,153.06	$4,256.88	$4,363.30	$4,472.39	$4,584.20

Effective January 1, 2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser Trainee	$3,572.71	$3,662.03	$3,753.58	$3,847.42	$3,943.61	$4,042.20
Appraiser	$4,143.25	$4,246.83	$4,353.00	$4,461.83	$4,573.37	$4,687.71
Senior Appraiser	$4,804.90	$4,925.02	$5,048.15	$5,174.35	$5,303.71	$5,436.30
Appraiser Analyst	$5,045.15	$5,171.28	$5,300.56	$5,433.07	$5,568.90	$5,708.12
GIS Technician	$4,020.42	$4,225.73	$4,331.38	$4,439.66	$4,550.65	$4,664.42

Effective January 1, 2021

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Appraiser Trainee	$3,644.17	$3,735.27	$3,828.65	$3,924.37	$4,022.48	$4,123.04
Appraiser	$4,226.12	$4,331.77	$4,440.06	$4,551.07	$4,664.84	$4,781.46
Senior Appraiser	$4,901.00	$5,023.52	$5,149.11	$5,277.84	$5,409.79	$5,545.03
Appraiser Analyst	$5,146.05	$5,274.70	$5,406.57	$5,541.73	$5,680.28	$5,822.28
GIS Technician	$4,100.83	$4,310.25	$4,418.00	$4,528.45	$4,641.67	$4,757.71

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Mason County Appraisers	Teamsters Local Union No. 252
Employer Name	Labor Organization (Union) Name
P. O. Box 400	217 East Main Street
Address	Address
Shelton WA 98584	Centralia WA 98531
City State Zip Code	City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 9/1/19 to: 12/31/21

☐ New Account ☐ Renewal — Account No. 106432 Approximate No. of Covered Employees 10

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: ☐ Public Entity ☐ Corporation - State of WA ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*					**Monthly Rate**
Medical Plan	☐ A	☒ B	☐ C		**$ $1,229.50**
Life/AD&D	☐ A - $30,000	☐ B - $15,000	☐ C - $5,000		**$**
Time Loss	☐ A - $400/week	☐ B -$300/week	☐ C - $200/week	☒ D - $100/week	**$ 3.00**
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only				**$ 11.40**
Domestic Partners	☐ Domestic Partners – Medical				**$**
Dental Plan	☐ A	☐ B	☐ C		**$**
Domestic Partners	☐ Domestic Partners – Dental				**$**
Vision Plan	☐ EXT				**$**
Domestic Partners	☐ Domestic Partners – Vision				**$**

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☐ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS ***- A Subscription Agreement must be submitted in advance of the effective date below.***

Contributions above are effective (month, year) January, 2019 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____ **For Union** Dawn Swedeby

Title/Assn Sec-Treas. Date 3/21/19 Title HR Manager Date 5/9/19

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

_____
Administrative Agent
Washington Teamsters Welfare Trust