COLLECTIVE BARGAINING

AGREEMENT


BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

MASON COUNTY APPRAISERS UNIT
# COLLECTIVE BARGAINING AGREEMENT


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PREAMBLE

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

ARTICLE I – NON-DISCRIMINATION

1. Mindful of their legal and moral obligations, the parties agree that, in service to the public, they will provide equal treatment and respect for all, including the public, as well as the parties to this Agreement. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, creed, national origin, physical handicaps, physical characteristics, sexual orientation, sex, age, place of residence and marital or family status.

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

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

4. The Union and the County mutually agree that sexual harassment of bargaining unit employees in any form is prohibited.

ARTICLE II – RECOGNITION / UNION SECURITY

1. The Employer recognizes the Union as the designated representative for all employees for the purpose of collective bargaining with respect to wages, benefits, and working conditions. The term, "employee" refers to all Appraisers and G.I.S. Technicians employed by the Mason County Assessor's Office, excluding the Chief Appraiser. An "Appraiser" shall be defined as an employee whose duties include determining the value of all taxable real and/or personal property.

2. The Employer shall not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreements shall be null and void.
3. Membership in the Union shall be a condition of employment with the Employer. All new employees shall become members of the Union within thirty (30) days after the date of their employment. All employees shall remain members in good standing of the Union as a condition of employment.

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

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

ARTICLE III - MANAGEMENT RIGHTS

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

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

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

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

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

E. Discipline employees for just cause.

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

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

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

ARTICLE IV - GRIEVANCES

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

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

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

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

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

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

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

8. Grievance Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV – SENIORITY, LAYOFF AND RECALL**

1. General

   A. For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.
B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

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

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

2. Layoff

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

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

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

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

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

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

3. Recall

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

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

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

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

ARTICLE V - DISCIPLINARY ACTION
1. The Employer may, for just cause, discharge or suspend any employee, but no employee shall be discharged or suspended unless a written warning notice shall have previously been given to such employee of a complaint against them concerning their work or conduct, such warning notice shall remain in effect for six (6) months, except that no such warning notice shall be necessary if the cause for discharge or suspension is for reasons such as proven dishonesty or physical violence against another Mason County employee or official.

2. The complaint specified in such prior warning notice shall be for the type of misconduct as the cause for discharge or suspension. A copy of all warning notices shall be sent to the Union at the time it is given to the employee.

3. Any employee may request an investigation by the Union of their discharge or suspension or any warning notice. Any such protest shall be presented to the County in writing within fifteen (15) calendar days after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

4. The parties shall meet and attempt to resolve the grievance. In the event they are not able to resolve the grievance it shall be referred to Paragraph 3 of the grievance procedure.

**ARTICLE VI - PROBATIONARY PERIOD**

1. All newly hired and rehired employees (does not include those rehired from layoff) will be placed on probationary status for a period of six (6) calendar months from date of hire.

2. The Employer may discharge a probationary employee with one day's notice in writing. A probationary employee does not have the right to grieve dismissal.

**ARTICLE VII - EMPLOYEE RIGHTS**

1. Except as provided by law, the official personnel file shall contain all of the official employee information kept by the County.

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

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

ARTICLE VIII - HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Labor Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Veteran’s Day (Armistice Day)</td>
<td>November 11th</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>January 15th</td>
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<tr>
<td>Thanksgiving Day</td>
<td>November 25th</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>December 25th</td>
</tr>
<tr>
<td>Day After Thanksgiving*</td>
<td>December 26th</td>
</tr>
<tr>
<td>July Fourth</td>
<td>July 4th</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
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<tr>
<td>Two (2) Floating Holidays</td>
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</tbody>
</table>

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

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

3. Holidays shall be observed per County policy; typically when a recognized Holiday falls on a Saturday, the preceding work-day shall be considered the holiday. When a recognized Holiday falls on a Sunday, the following Monday shall be considered the holiday.

4. If any employee is requested to work on a Holiday, the employee shall receive two (2) times their regular rate of pay, plus holiday benefit pay.

ARTICLE X - SICK / FAMILY / BEREAVEMENT LEAVE

1. Sick leave shall be accumulated for all employees at the rate of eight (8) hours per month for each month of employment.

2. Sick leave will be charged by the actual number of hours taken.

3. Regular part-time employees shall have pro-rata sick leave in accordance with the number of hours compensated.

4. When an employee's sick leave necessitates more than five (5) days of leave from work, the employee shall provide the position supervisor, upon request, a written verification that he/she has been under the care of a medical doctor, or other bona-fide practitioner.

5. Sick leave accrual may not exceed twelve hundred (1200) hours.

6. A minimum of ninety-six (96) hours per month must be compensated for an employee to receive Sick Leave accrual for that month.
7. Accrued sick leave may be used for bona-fide illness, injury, pregnancy and/or childbirth, medical and dental appointments and prescribed treatment associated therefrom.

8. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take dependent family members to medical, dentist, orthodontist, or eye appointments. Employees are expected to give two (2) days' notice for non-emergency appointments.

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

9. In the event of an employee's death, his/her beneficiary (or if none, the estate) shall receive pay for all accumulated unused sick leave, as established by Mason County.

10. When an employee retires under the Public Employees Retirement System or leaves after fifteen (15) continuous years of service, payment for accrued sick leave shall be paid for the full accrual. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.

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

12. Sick leave should be considered as a type of insurance and not as a benefit. Abuse of sick leave shall be grounds for disciplinary action.

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

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

   B. An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.
C. An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work or be on leave with pay status, for at least ninety-six (96) hours during the month to accrue any leave.

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

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

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

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

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

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

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

16. **SICK LEAVE – ADJUSTMENT FOR WORKER’S COMPENSATION:**

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

   B. If the employee has accumulated Sick Leave credit, the County shall pay the Sick Leave difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her Sick Leave.
C. Should an employee receive Worker’s Compensation for time loss and he/she also receives sick leave compensation, his/her sick leave accrual prior to the time loss will be reduced by the total number of hours he/she was on sick leave minus the number of hours at full salary for which he/she is paid to the nearest hour.

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

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

F. Nothing herein pertains to a permanent disability award.

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

ARTICLE XI - VACATIONS

1. LEAVE ACCRUAL:

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

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Hours</th>
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<tbody>
<tr>
<td>1st through 3rd</td>
<td>96</td>
</tr>
<tr>
<td>4th through 7th</td>
<td>120</td>
</tr>
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<td>8th through 9th</td>
<td>144</td>
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<tr>
<td>10th through 11th</td>
<td>160</td>
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<td>12th through 14th</td>
<td>176</td>
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<tr>
<td>15th through 16th</td>
<td>184</td>
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<tr>
<td>17th through 19th</td>
<td>192</td>
</tr>
<tr>
<td>20 or more</td>
<td>200</td>
</tr>
</tbody>
</table>

B. Regular part-time employees shall accrue vacation leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment, plus they must also meet the qualification for PERS participation to have vacation leave accrual apply.
C. The first day of the month of hire shall be the effective date of subsequent increases in the vacation leave accrual rate for employees hired between the first and the fifteenth of the month. The first day of the month following the month of hire shall be the effective date of subsequent increases in the vacation leave accrual for employees hired between the sixteenth and the last day of the month.

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

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

2. Vacation leave must be requested in writing, in advance, and is subject to the written approval of the County Assessor or designee. Vacation leave approval will be granted on the basis of the employee meeting workload requirements.

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

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

4. When a regular full-time or regular part-time employee's employment terminates, the employee shall be paid in full for all accrued vacation leave. The vacation leave cash out shall be paid at the employee's rate of pay at the time of separation, provided that no employee may cash out more than four hundred (400) hours of accrued vacation leave.

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

**ARTICLE XII - EMPLOYEE BENEFITS**
1. The County shall provide an Employee Assistance Program (EAP) benefit for all employees.

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

3. **SUPPLEMENTAL RETIREMENT PROGRAM:** Effective January 1, 2008, based on January hours, the COUNTY shall pay an amount equal to sixty-five cents ($0.65) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

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

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

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

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

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

9. **MONTHLY PREMIUMS and MAINTENANCE OF BENEFITS:**

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

The County contribution for Health & Welfare Insurance shall be:

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

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

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

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

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

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

**ARTICLE XIII - WORKING OUT OF CLASSIFICATION**
1. No employee shall be reduced in salary or benefits because of being assigned by the Employer to perform the work of a lower classification.

2. In the event the Assessor assigns an employee to perform the principle duties of the work of a higher classification for a day or more within a week, the employee shall be paid the higher rate for all hours worked.

**ARTICLE XIV - LEAVE OF ABSENCE**

1. An employee may request a leave of absence without pay for up to a period of one (1) year.

2. If a leave of absence without pay is granted, the employee shall have return rights to his/her previously held position. If the previously held position had been abolished during the leave of absence, then the employee shall have return rights to a similar position (a position in the same classification at the same salary level).

3. An employee’s seniority shall not be affected by a leave of absence.

**ARTICLE XV - CLASSIFICATION**

1. **EDUCATION / EXPERIENCE:**

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

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

2. **ADVANCEMENT / ANNIVERSARY DATE:**

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

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

3. **CLASSIFICATIONS:**

   A. **Appraiser 1, (Entry Level)**
Position Summary: Performs field inspections to appraise new and existing residential property on a mass appraisal basis, subject to supervisor review. May defend values at Board of Equalization and State Board of Tax Appeals. Performs other duties as assigned.

Essential Requirements: High School Diploma or equivalent, valid Washington State Driver's License. Must attend and successfully complete/pass:
1. Fundamentals of the Assessor's Office
2. IAAO Residential Course I
3. Accreditation Examination (Form REV 64 0081), or equivalent

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

B. Appraiser II

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

Essential Requirements: High School Diploma or equivalent, valid Washington State Driver's License. At least two years' appraisal experience. Must have attended and successfully completed/passed:
1. Fundamentals of the Assessor's Office
2. IAAO Residential Course I
3. Accreditation Examination (Form REV 64 0081), or equivalent

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

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

C. Appraiser III

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

**Essential Requirements:** High School Diploma or equivalent, valid Washington State Driver's License, with at least five years' appraisal experience. Must have attended and successfully completed/passed:
1. Fundamentals of the Assessor's Office
2. IAAO Course I (Residential)
3. Accreditation Examination (Form REV 64 0081), or equivalent
4. IAAO Course II (Income Approach), or equivalent
5. IAAO Course 300 (CAMA), or equivalent

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

---

**ARTICLE XVI - WAGE SCHEDULE (MONTHLY)**

1. **SALARY SCHEDULE:**

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraiser I</td>
<td>$2843</td>
<td>$2925</td>
<td>$3277</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Appraiser II</td>
<td>$3458</td>
<td>$3562</td>
<td>$3665</td>
<td>$3777</td>
<td>$3891</td>
<td>$4007</td>
</tr>
<tr>
<td>Appraiser III</td>
<td>$4046</td>
<td>$4171</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$3353</td>
<td>$3524</td>
<td>$3704</td>
<td>$3796</td>
<td>$3892</td>
<td>$3992</td>
</tr>
</tbody>
</table>

**Note:**

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

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

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

ARTICLE XVII – LONGEVITY

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage Above Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning in 11th and continuing thru 15th years</td>
<td>1.5% above base</td>
</tr>
<tr>
<td>Beginning in 16th and continuing thru 20th years</td>
<td>3.0% above base</td>
</tr>
<tr>
<td>Beginning in 21st and continuing thru 25th years</td>
<td>4.5% above base</td>
</tr>
<tr>
<td>Beginning in 26th year and continuing thereafter</td>
<td>6.0% above base</td>
</tr>
</tbody>
</table>

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

ARTICLE XVIII - SAVINGS CLAUSE

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

ARTICLE XIX - SUBORDINATION OF AGREEMENT

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

ARTICLE XX – DURATION
1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

2. This Agreement shall become effective upon ratification by the parties and shall remain in effect through December 31, 2015.

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

4. The existing contract shall remain in effect until a successor is signed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 23rd day of September, 2013.

TEAMSTERS LOCAL NO. 252

Darren L. O'Neil; Secretary-Treasurer

BOARD OF COUNTY COMMISSIONERS

Randi Neatherlin; Commissioner
District #1

Tim Sheldon; Commissioner
District #2

Terri Jeffreys; Commissioner
District #3

MASON COUNTY ASSESSOR

Melody Peterson

Mason County Appraisers/Teamsters Union Local #252
LETTER OF COOPERATION

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

FOR THE UNION

9/23/13
DATE

FOR THE COUNTY

DATE
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
Employer Name
P.O. Box 400
Address
Shelton WA 98584
City State Zip Code

TEAMSTERS LOCAL 252
Labor Organization (Union) Name
217 East Main St.
Address
Centralia WA 98531
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 08-01-13 to: 12-31-15

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: ☑ Public Entity ☐ Corporation - State of ☐ 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.)

COVERING IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes) Monthly Rate

<table>
<thead>
<tr>
<th>Medical Plan</th>
<th>A</th>
<th>☑ B</th>
<th>☐ C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life/AD&amp;D</td>
<td>☑ A - $30,000</td>
<td>☐ B - $15,000</td>
<td>☐ C - $5,000</td>
</tr>
<tr>
<td>Time Loss</td>
<td>☑ A - $400/week</td>
<td>☐ B - $300/week</td>
<td>☐ C - $200/week</td>
</tr>
<tr>
<td>LTD</td>
<td>☑ Long Term Disability Income Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Waivers</td>
<td>☑ Additional 9 months Disability Waiver of Contributions - Medical only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>☑ Domestic Partners - Medical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental Plan</td>
<td>☑ A</td>
<td>☐ B</td>
<td>☐ C</td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>☑ Domestic Partners - Dental</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vision Plan</td>
<td>☑ EXT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>☑ Domestic Partners - Vision</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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) August, 2013 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

Title/Assn Date Title Sec. Treas Date 9/10/13
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

SA 28 (REV 01/07)