

AGREEMENT
BY AND BETWEEN

MASON COUNTY
AND
WOODWORKERS LOCAL LODGE W38 I.A.M.

CORRECTIONS/SUPPORT STAFF

January 1, 2009 through December 31, 2010

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1.	RECOGNITION	1
2.	UNION SECURITY	1
	2.1 Membership Required	
	2.2 Termination Provision	
	2.3 Objection to Dues	
	2.4 Check Off	
	2.5 Authorization	
	2.6 Agreement with County	
3.	COMMITTEES	2
	3.1 Negotiations Agreement	
	3.2 Negotiating Committee	
	3.3 Shop Steward Recognition	
4.	RIGHTS OF MANAGEMENT	3
5.	DISCRIMINATION	3
6.	HIRING	3
	6.1 Process	
7.	SENIORITY	3
	7.1 Definition	
	7.2 Seniority Preference	
	7.3 Loss of Seniority	
	7.4 Shift Bidding	
8.	DISCIPLINE	4
	8.1 Employer Rights	
	8.2 Discipline Guidelines	
9.	CURTAILMENT AND RECALL	4
	9.1 Definition	
	9.2 Displacement	
	9.3 Recall	
	9.4 Recall Seniority	
10.	GRIEVANCES	5
	10.1 Purpose	
	10.2 Exclusion	
	10.3 Definition	
	10.4 Non-Retaliation	
	10.5 Format	
	10.6 Grievance Submissions	
	10.7 Time Limits	
	10.8 Breach of Time Limits	
	10.9 Grievance Procedure	
11.	WAGES AND ALLOWANCES	7
	11.1 Wages	
	11.2 Differential	
	11.3 Longevity	
	11.4 Hours of Labor	
	11.5 Meal Periods	
	11.6 Rest Periods	

12.	OVERTIME	10
	12.1 Rate of Pay	
	12.2 Compensatory Time	
	12.3 Call-In Pay	
	12.4 Court Appearance	
	12.5 Overtime Sign-Up Sheet	
	12.6 Overtime Contact Log	
	12.7 Overtime Categories and Distribution	
	12.8 Jury Duty	
13.	EDUCATION COMPENSATION	12
	13.1 Compensation	
	13.2 Qualifications	
14.	ADDITIONAL COMPENSATION	13
	14.1 Field Training Officers (FTO)	
	14.2 Officer in Charge (OIC)	
	14.3 Out of Classification	
	14.4 Bilingual Pay	
15.	VACATION	13
	15.1 Accrual Schedule	
	15.2 Probationary Employee Requirement	
	15.3 Maximum Accrual	
	15.4 Vacation Bidding	
	15.5 Separation Payout	
	15.6 Leave Accrual	
	15.7 Workers Compensation Consideration	
16.	HOLIDAYS	15
	16.1 Recognized Holidays	
	16.2 Holiday Pay	
	16.3 Conflict Resolution	
	16.4 Observed Periods	
	16.5 Banked Time	
	16.6 Floating Holidays and Premium Time	
17.	SICK LEAVE	17
	17.1 Accrual Rate	
	17.2 Physician Certification Required	
	17.3 Definition of Use	
	17.4 Qualifications	
	17.5 Sick Leave Payout	
	17.6 Absence of Sick Leave Accumulation	
	17.7 Accrual Eligibility	
18.	BEREAVEMENT LEAVE	18
19.	FAMILY LEAVE/MILITARY LEAVE	18
20.	INCLEMENT WEATHER	18
	20.1 Worksite Remains Open	
	20.2 Worksite is Closed for Nonessential Personnel	
21.	SALARIES AND SALARY NEGOTIATIONS	19
	21.1 Bargaining	
	21.2 Negotiations	
	21.3 Provisions to Settlement	
	21.4 Civil Service Board Notification	
	21.5 No Strike/Lockout	

22.	INSURANCE	20
	22.1 Employer Contribution	
	22.2 Employer Contribution Priority Order	
	22.3 Employee Pay Deduction	
	22.4 Workers Compensation Consideration	
	22.5 Employee Assistance Program (EAP)	
23.	EMPLOYER RELATIONS	20
	23.1 Confidentiality	
	23.2 Written Policy	
	23.3 Employer Cooperation	
	23.4 Mandatory School and Training Sessions	
24.	USE OF RESERVES AND VOLUNTEERS	21
25.	UNIFORM ALLOWANCE	21
	25.1 Uniformed Employee Allowance	
	25.2 Non-Uniformed Employee Allowance	
26.	BULLETIN BOARD AND PRESS RELEASES	22
	26.1 Bulletin Board	
	26.2 Press Releases	
27.	FALSE ARREST INSURANCE AND CIVIL LIABILITY INSURANCE	22
28.	SAFETY COMMITTEE	22
	28.1 Recognition and Duties	
	28.2 Committee Allowances	
	28.3 Compliance	
	28.4 Resolution Process	
29.	SAVINGS CLAUSE	23
30.	DURATION AND TERMINATION	23
	ATTACHMENT "A" WAGES	24
	ATTACHMENT "B" GRIEVANCE FORM	27

PREAMBLE

This agreement is entered into by and between the County of Mason a political subdivision of the State of Washington, and the Mason County Sheriff's Office, acting through the elected sheriff, hereinafter jointly referred to as the "County" and the Woodworkers Local Lodge W38 I.A.M. hereinafter referred to as the "Union".

The Purpose of this Agreement is to provide and promote harmonious relations between the County and the Union, and to establish equitable and peaceful procedures for the resolution of differences and to establish salaries, wages, hours of work and other terms and conditions concerning employees and employment.

Job duties of Corrections Officers and Sergeants will be in keeping with the duties outlined in the appropriate published job description, subject to the right retained by the Sheriff to assign other duties as necessary in accordance with written policy.

The County and the Union agree as follows:

ARTICLE 1 – RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations concerning salaries hours, and other conditions of employment for all the corrections/support staff in the Sheriff's department, except the Sheriff's appointed positions pursuant to RCW 41.56.030.

ARTICLE 2 – UNION SECURITY

Section 2.1. Membership in Woodworkers Local Lodge W38, I.A.M. shall be a condition of employment for all employees of the Bargaining Unit. All current Bargaining Unit employees who have been employed for one year or more shall immediately become and remain union members in good standing. All new employees within the Bargaining Unit shall become and remain members in good standing by not less than 30 days from the successful completion of their probation period. "Good Standing" shall be defined as the act of tendering initiation fees and monthly dues uniformly required of membership of a timely basis.

Section 2.2. The Union agrees that the County shall not terminate the employment of any employee under this provision until written notification is received from the Union that an employee has failed to pay the required dues or provided proof of an alternative payment based on religious tenets as provided in Section 2.3 below.

Section 2.3. In the event an employee objects to Union membership based upon bona fide religious tenets or teachings of a church or religious body, such employee may pay an amount of money equivalent to the Union's uniform monthly dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 2.4. There shall be no solicitation of employees for union membership during working hours. Any employee who does so shall be subject to disciplinary action, including dismissal.

Section 2.5. Check-off: The County shall honor written assignment of wages to the Union when submitted in substantially the following:

THE COUNTY OF MASON:

I hereby authorize you to deduct from my wages and pay to Woodworkers Local Lodge W38, I.A.M. union initiation fee and monthly dues in such amounts as may be fixed, from time to time, by Local Lodge W38, in accordance with the Union constitution. I agree that this assignment of wages shall be irrevocable for a period of one (1) year from its date or until the expiration of the contract (whichever occurs first), unless I submit a written revocation by registered mail to the County within ten (10) days preceding the anniversary date of this authorization or the expiration of the contract (whichever occurs first).

Date: _____

Signature: _____

Witnessed by: _____

Section 2.6. The Union agrees to supply the County with a statement of deduction to be withheld each month. The County shall make deductions for the current month's dues only and shall not be responsible for the collection of any dues that may be in arrears. Deductions shall be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of the check to the Union, the County's responsibility shall cease with respect to the deduction covered thereby.

ARTICLE 3 – COMMITTEES

Section 3.1. A Union official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting contract negotiations or meetings with the County. No more than four (4) Union official/representatives shall be released from work at the same time, and an effort will be made in scheduling to minimize any operational impact on the County.

Section 3.2. The County shall appoint a Negotiating Committee of one or more persons, which shall act on behalf of and under the guidance of the Board of County Commissioners.

Section 3.3. The Union will appoint a person to serve as a Shop Steward. Each steward will be expected to perform his/her duties as a representative of the Union Members on his/her own time. However, it is recognized that from time to time, it will be necessary for the steward activities relating to the investigation and processing of complaints, disputes, and grievance to be conducted during work hours when permission has been granted by their immediate salaried supervisor. The County retains sole discretion on whether permission will be granted and will be evaluated based on the operational needs of the County.

ARTICLE 4 –RIGHTS OF MANAGEMENT

Subject only to the terms and conditions expressly stated in this Agreement, all of management's inherent rights, powers, authority, and functions shall remain vested exclusively in the Sheriff.

ARTICLE 5 – DISCRIMINATION

The County agrees not to discriminate against any member for his/her Union activity. It is the policy, intent, and purpose of both the County and the Union that there shall be no discrimination among employees as to color, race, religion, sex, age, national origin, physical disability and/or sensory imperfection unless due to a bona fide occupational qualification.

ARTICLE 6 – HIRING

Section 6.1. **Process.** The County has the right to hire new employees from any source, and all new employees will serve a probationary period of 365 calendar days of regularly scheduled work on their job, which shall not include light duty jobs. During the probationary period, the employee may resign or be terminated without cause or notice and without access to the just cause. An employee will be classified as a “regular employee” upon successful completion of the probationary period. The County may request an extension of the probationary period and the Union will not unreasonably deny that request.

ARTICLE 7 – SENIORITY

Section 7.1. **Definition.** Seniority, for purpose of this Agreement, is an employee’s length of continuous service with the County dating from his/her date of hire into a permanent position. Seniority within rank shall be determined by date of promotion to such rank for shift bidding purposes only.

Section 7.2. **Seniority Preference.** The County recognizes the principles of seniority and qualifications considered for its employees. Unless otherwise stated herein, seniority will only be applied as the determining factor for: (a) shift assignment, (b) vacation bidding, (c) overtime preference, and (d) computing layoff and reemployment rights.

Section 7.3. **Loss of Seniority.** Seniority and the employment relationship shall be considered severed and terminated if an employee:

- (a) Quits;
- (b) Is discharged for cause;
- (c) Is absent from work for a period of three (3) consecutive days without prior notification;
- (d) Is rehired after a break in service of more than thirty (30) days;
- (e) Fails to report for work at the termination of a leave of absence or extension thereof; or
- (f) Accepts gainful employment without permission while on leave of absence.

Section 7.4. **Shift Bidding.** Employee bidding shall be for shifts for a period of one year from January 1 through December 31. Bidding shall commence on September 15 and close on September 30 of each year for the following years schedule assignment. The schedule shall be posted by the employer for a period of one week prior to the beginning of the bid period to allow employees ample time to consider bid options.

ARTICLE 8 – DISCIPLINE

Section 8.1. Employer Rights. The County has the right to discipline and discharge regular employees for just cause.

Section 8.2. Discipline Guidelines.

(a) The County agrees to state the reasons for any suspension or discharge in writing.

(b) Any suspension or discharge not made the basis of a grievance within three (3) calendar days from the time thereof shall be considered as waived.

(c) Any employee shall be offered the right to have a shop steward or committee member present in any meeting which the employee reasonably believes that disciplinary action could result or in which the County intends to issue a written warning, suspension or discharge.

(d) Except in the case of probationary employees, the County will provide an employee and the Union a copy of any discharge notice.

(e) The parties agree that except in cases of serious misconduct, an employee will be made aware that one or more areas of his/her performance is unsatisfactory to the County or the employee has engaged in some type of misconduct or work rule violation. These will be communicated by verbal warnings, written warnings, suspension, or discharge depending on the severity of the performance problem, misconduct, or situation.

ARTICLE 9 – CURTAILMENT AND RECALL

Section 9.1. Notice. In the event of a curtailment the County will give a minimum of two weeks notice prior to the effective date of the curtailment. The County shall meet with the Union, upon request, to discuss possible alternatives to curtailment, but is not bound to adopt alternatives proposed.

Section 9.2. Displacement. Employees holding least seniority within a classification will be curtailed first. Curtailed employees will be able to displace the junior employee in inverse order of classifications previously held without loss of seniority.

(E.g. If a SGT is curtailed due to lack of work or reduction in that classification, the SGT would be able to utilize his/her seniority to displace the junior Corrections Officer. The SGT would assume seniority among Corrections Officers where that employee would have been had they not promoted to SGT)

Employees with no displacement opportunities within their classification will be able to displace junior employees in other classifications within the unit based upon seniority, qualifications considered. Qualifications shall be based upon the job description and the determination by the County if the employee could adequately assume the role and responsibilities associated with the job the employee seeks to move into.

Section 9.3. Recall. Employees must notify the County within three (3) calendar days of receipt of notice of recall whether they will return or not. Employees recalled will have up to seven (7) calendar days from notice of recall to return. No employee will be required to accept recall to a position not previously held. For recall to positions previously held, any employee that does not notify the County of intent to return or fails to return as scheduled will be considered a voluntary quit with loss of seniority for consideration in future openings.

Section 9.4. **Recall Seniority.** Employees will be recalled in seniority order, most senior first, to positions previously held or to any available opening which the employee is qualified to fill. Employees accepting recall to a position, whether previously held or not, will retain rights to the initial vacancy curtailed should it become available for recall. Such rights shall be limited in duration to one (1) year or expiration of certification(s), whichever is greater, required for the initial position from which the employee was curtailed.

ARTICLE 10 – GRIEVANCES

Section 10.1. **Purpose.** The purpose of this grievance procedure is to provide an equitable, orderly, and timely process for resolution of grievances without fear of discrimination and/or reprisal.

Section 10.2. **Exclusion.** This Article is not intended to, and does not supersede the Mason County Civil Service Rules. Grievances concerning disciplinary matters governed by the Mason County Civil Service Rules may be processed as an appeal through the Civil Service procedures, or as a grievance under this Agreement. The parties to this Agreement agree that a grievance cannot be processed through both, the Civil Service appeal process, and the grievance procedure under this Agreement. If the grievance is filed first as an appeal through Civil Service, it cannot be filed as a grievance under this Agreement. If the grievance is filed first as a grievance under this Agreement and is subsequently filed as an appeal under Civil Service procedures, the grievance shall be considered withdrawn and can not be re-filed. It is understood and agreed, that the following sections of this Article govern only those grievances that do not fall within the Civil Service Rules, except for grievances regarding discipline as specified herein.

Section 10.3. **Definition.** The term “grievance” shall mean any dispute between the Employer and the Union or an employee covered by this Agreement, concerning the interpretation, application, claim, breach or violation of the terms of this Agreement, and established personnel matters.

Section 10.4. **Non-Retribution.** Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

Section 10.5. **Format.** Grievances shall be filed on a mutually agreed form (see Attachment “B”) which specifies: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the controlling contract provision; and (e) the remedy or relief sought. In the event a form filed is unclear or incomplete and not in compliance with this Section, the County shall make its best efforts to handle the grievance as it understands it.

Section 10.6. **Grievance Submissions.** Any employee of this bargaining unit or a Union representative/steward, with or without the aggrieved employee, may submit a grievance. The Union may in appropriate cases, submit an “institutional” or “general” grievance on its own behalf. A grievance of interest to several employees may be filed as a “Group Grievance”, directly to Step II of the grievance procedures, within the time limits set forth in Section 10.7.

Section 10.7. **Time Limits.** A grievance must be submitted pursuant to Step I of the grievance procedure as applicable herein, within fifteen (15) calendar days from the date the occurrence of the alleged grievance or from the date that the grievant, any Union representative or steward knew, or through reasonable diligence should have known of the cause of the grievance. In the

case of a grievance ripe for submission directly to Step II, the aforementioned time period will also apply. Upon mutual written agreement, the parties may extend any time limits stipulated in the grievance procedure for stated periods of time, with copies provided to the Union and the Employer.

Section 10.8. Breach of Time Limits. Failure by an employee or the union to comply with any time limitations of the procedures in this Article shall automatically constitute withdrawal of the grievance. Failure of the County to comply with any time limitations of a procedure of this Article shall automatically permit the aggrieved employee(s) to advance his/her grievance to the next step of this grievance procedure.

Section 10.9. Grievance Procedure.

A. **Step I (Supervisor).** Before filing a written grievance, the grievant and/or the Union shall discuss the problem with the employee's non-bargaining unit supervisor within the time period specified in Section 10.5. If the matter cannot be resolved verbally, the supervisor shall issue a written response within five (5) calendar days after such meeting and provide the written response to the employee and Union. If this resolves the grievance, then no further action is necessary. If the grievance is not resolved at Step I, it may be submitted to Step II.

B. **Step II (Sheriff).** The grievant and/or Union shall present the grievance in the format specified in Section 10.7 to the Sheriff or his/her designee within ten (10) calendar days of the supervisor's written response in Step I or, in the case of a grievance ripe for submission directly to Step II, within the time period specified in section 10.7. The Sheriff shall meet with all concerned parties including the Union representative(s) within ten (10) calendar days of receipt of the grievance. The Sheriff shall issue a written response within ten (10) calendar days after such meeting, either granting or denying the grievance, and provide the written response to the employee and Union. If the grievance is not resolved at Step II, it may be submitted to Step III.

C. **Step III (Board of County Commissioners).** The grievance (as was previous set forth in writing under Step II) may be submitted to the Board of County Commissioners within five (5) calendar days of the Sheriff's written response in Step II. The Board shall meet with the Union within ten (10) calendar days of its receipt of the grievance. Within ten (10) calendar days of the meeting, the Board shall issue a written response to the Union regarding the grievance.

(1) Waiver: If the grievance involves a problem that would not result in a monetary or budgetary impact, the Board of County Commissioners shall waive the right to hear the grievance. The grievance may then be submitted to mediation.

(2) Mediation: The parties may mutually agree to submit the matter to mediation. The moving party shall contact the proper authority, Public Employees Relations Commission ("PERC") or Federal Mediation & Conciliation Services ("FMCS"), and request a mediator and hearing date to be conducted within 30 calendar days in attempt to resolve the matter. Should the mediator be unsuccessful in mediating a resolution s/he will provide an opinion as to what the likely outcome would be, should the matter be pursued to arbitration. The mediator shall have no authority to modify the bargaining agreement or issue a binding resolution.

D. **Step IV: (Arbitration).** If the grievance is not resolved at Step III, the grievance (as was previously set forth in writing under Step II), shall be submitted to PERC within five (5) calendar days of the Board's written response in Step III. PERC shall provide a list of 5 Arbitrators and the Union and the County shall strike names until an Arbitrator is selected. Within thirty (30)

calendar days, the arbitrator shall investigate the grievance. In connection with any proceedings of the arbitration held pursuant to the Agreement, it is understood as follows:

(1) The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.

(2) The decision of the arbitrator shall be final, conclusive and binding upon the County, the Union and the employee(s) involved.

(3) The prevailing party shall be exempted from the costs of the Arbitrator's fees. Each party shall bear the cost of presenting its own case.

(4) The Arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted.

ARTICLE 11 - WAGES AND ALLOWANCES

Section 11.1. **Wages.** There will be no COLA increase for the term of this agreement, January 1, 2009-June 30, 2010.

Prior to November 1st, 2009, the County will conduct a salary survey with all comparators (Lewis, Grays Harbor, Island, Jefferson and Clallam). The County and the Union will jointly conduct this survey and upward adjustments will be made in a two tiered implementation with 50% of upward adjustments within a classification effective the first payroll in January of 2010. The remaining 50% effective the first payroll of April 2010.

Wages are outlined in Attachment A of this Agreement.

Section 11.2. Differential. In addition to the established wage rate, a night shift differential of \$.30 (thirty cents) per hour shall be paid to all employees working on a first night shift (swing) and a night shift differential of \$.40 (forty cents) per hour shall be paid to all employees working on a second night shift (graveyard). Any person who works four (4) hours or more in any one shift shall receive the differential applicable to that shift.

Section 11.3. Longevity. Longevity shall be established in proportion to an employee's years of service, providing for an additional salary increase per month:

<u>Length of Service</u>	<u>\$ Per Month</u>
6-8 years	\$ 40.00
9-11 years	\$ 60.00
12-14 years	\$ 90.00
15-17 years	\$ 115.00
18-20 years	\$ 140.00

Each and every three years thereafter an additional \$15.00 per month.

Section 11.4. Hours of Labor. The Normal workweek for employees of this bargaining unit shall begin at the beginning of the employee's regular scheduled shift, after days off, as indicated herein:

(1) **Corrections Officers:** The normal workweek shall consist of five (5), eight (8) hour days, with two (2) consecutive days off, based on a bid shift work schedule.

(2) **Clerical Support Staff:** Normal hours of labor shall be Monday through Friday on a 8-hour staggered shift, from 7:30 am to 5:00 pm. Seven (7) hours paid time and one (1) hour non paid lunch.

(3) **Community Service Officers/Animal Control Officers:** The normal workweek shall consist of a forty (40) hour workweek, with two (2) consecutive days off, based on a shift work schedule.

(4) **Jail Kitchen Staff:** The normal workweek will consist of a forty (40) hour work week with three (3) consecutive days off, based on a shift work schedule.

(5) **Control Room Operator:** The normal workweek shall consist of five (5), eight (8) hour days, with two consecutive days off, based on a Monday through Friday work schedule or a shift schedule basis, as directed by the Sheriff or his/her designee.

(6) **10 Hour Shifts:** Sheriff's Department employees may be assigned to a 4-10 plan at the discretion of the Sheriff's administration. This is a system whereby an employee works four (4), ten (10) hour shifts and then receives three (3) days off. Overtime shall be paid at the rate of time-and-one-half after the tenth (10) hour of work. Time after the tenth (10th) hour shall be accounted for in increments of fifteen (15) minutes and paid at the rate of time-and-one-half.

Section 11.5. Meal Periods. Employees shall be entitled to lunch periods in accordance with State and Federal Labor Law.

(a) Corrections officers (CO), control room operators (CRO), community service officers (CSO), and animal control officers (ACO), shall be entitled to a one-half (1/2) hour paid lunch period. The lunch period will occur at the approximate midpoint of their shift, but not later than the 5th hour from the start of shift. Unless out of the area on assignment, corrections and control room employees shall remain on the premises of employment during their lunch period, and be able to respond to incidents and operational requirements. The County shall provide Corrections Officers, control room employees, and kitchen staff employees, with one free meal per shift from the jail kitchen. The meal shall be prepared by kitchen staff employees.

(b) Corrections Officers on assignment away from the jail and out of the county during the authorized breakfast, lunch, and/or dinner period shall be entitled to re-imbusement at the per-diem rate for the meal purchased. Corrections Officers on assignment at Mason General Hospital during the authorized breakfast, lunch, and/or dinner period shall be authorized a meal from the hospital kitchen. The Corrections Officer shall call the hospital kitchen to request the meal and the hospital shall bill the County directly.

(c) Support Staff employees (except CRO, CSO and ACO employees indicated in Section 11.5(a) above) shall be entitled to a one (1) hour non-paid lunch period. Kitchen staff employees shall be entitled to one and a half (1 ½) hour non-paid lunch period. The lunch period will occur at the midpoint of their shift, but not later than the 5th hour from the start of shift. Employees will be considered to be off duty during their lunch period and may leave the premises of employment for their meals.

Section 11.6. Rest Periods. Employees shall be entitled to paid rest breaks in accordance with State and Federal Labor Law. Employees shall be permitted during the course of their shift, to take two (2) fifteen (15) minute rest breaks. The taking of several “mini” breaks instead of a 15 minute break is authorized, but the total accumulative break time, will not exceed the maximum break time allowed. All breaks shall be taken as time permits, and with supervisor approval.

ARTICLE 12 – OVERTIME

Any employee who performs work authorized by the County, in excess of eight (8) or ten (10) hours per day, or in excess of forty (40) hours per week, depending on their scheduled work week and shift, shall be entitled to overtime compensation. Unless expressly stated to the contrary herein, all employees, including those on the probationary phase, are eligible to perform overtime and shall be covered under the Fair Labor Standards Act (FLSA).

Section 12.1. Rate of Pay. Overtime work will be compensated at one and one-half (1 ½) times the regular rate of pay. Overtime hours shall be paid at the applicable overtime rate, in units of quarter hours (15 minutes), for any part worked thereof.

Section 12.2. Compensatory Time. An employee may elect to accrue compensatory time, in lieu of receiving monetary overtime compensation. Compensatory time will be calculated just as the monetary rate for overtime, at one and one-half (1 ½) times the regular rate of pay. Compensatory time may accrue to no more than four hundred and eighty (480) hours for Corrections Sergeants/Officers, and two hundred and forty (240) hours for Support Staff employees. Once the maximum compensatory time is accrued, overtime worked, must be compensated at the overtime rate of pay. Cash out of accrued compensatory time, may only occur upon termination of employment, paid at the accruing employee’s applicable rate of pay.

Section 12.3. Call-In Pay. Employees called back to duty after completion of a regular shift, called-in on their off-duty hours, or called-in on their regular days off, shall be paid at the applicable overtime rate, and receive a minimum of two (2) hours overtime. Employees shall be paid at the overtime rate, from the time of call-back to the start of shift. The time shall be calculated from the time of receipt of call and acknowledgment of return to work. This provision does not apply to employees who are called-in prior to their regular starting time, and work through their regular shift.

Section 12.4. Court Appearance. Time spent by on-duty employees required to attend a court hearing or proceeding emanating from performance of official duties, shall be considered as regular time worked. If the appearance requires the employee’s presence beyond his/her normal workday, all time beyond the normal workday shall be paid at the overtime rate. Individuals called in on their time off to attend a court hearing or proceeding emanating from performance of official duties, shall be guaranteed two (2) hours of overtime. If, however, the employee is called in for the court appearance within one-hour prior to their shift, the employee shall be paid from time of the call-out to the start of their shift at the overtime rate.

Section 12.5. Overtime Sign-Up Sheet. All employees wanting to work voluntary overtime will request that the shift supervisor place their name on the overtime sign-up sheet. An employee

may also request that the shift supervisor remove his/her name from the overtime sign-up sheet. Upon the request to add or remove an employee's name, the shift supervisor will act on the request and initial such addition/removal. Overtime consideration will be for overtime opportunities occurring after the sign-up date. Removal from the overtime sign-up sheet does not relieve employees from the obligation to work overtime already assigned to them. New hired employees may be required to perform overtime in the course of their training, but will not be placed on the overtime call-up sheet until they have successfully completed the training phase. The overtime sign-up sheet will contain; the employee's name, date added to list, employee personnel number, hire date, date removed from list, and employee's contact phone number. The sign-up sheet will be conspicuously posted in a known location, and available to all employees on a daily basis regardless of shift. It shall be the responsibility of the shift supervisor to keep the sign-up sheet current, and have employee names listed in descending order of seniority by hire date.

Section 12.6. Overtime Contact Log. The shift supervisor will use an overtime contact log to record the overtime offer made to employees on the overtime sign-up sheet. The log will contain; date and time employee was called/contacted, date and hours of overtime coverage offered, name of employee contacted, method of contact (phone, in person, written), status of the contact (accepted/declined, left message, etc.), and name of the supervisor initiating the contact. Employees on the overtime sign-up sheet will be contacted in descending order of seniority. There is no obligation to wait for a call back before proceeding to the next person on the list. Once an employee declines the overtime offer, either verbally, telephonically, in writing, by not answering a phone call, or by not responding to a written notice, they will be considered to have forfeited their right to the overtime. The employee may only regain such right if the available overtime has not been filled, or the process has been exhausted without finding an employee to work the overtime. If an employee on the overtime sign-up sheet is erroneously passed over, that employee shall be offered the first available overtime assignment equal in hours, to the assignment passed over. The employee may decline the first overtime opportunity offered, but must accept the subsequent offer or forfeit the right to the overtime preference. There shall be no payment of overtime for hours not worked.

Section 12.7. Overtime Categories and Distribution. In order to determine the method of overtime distribution, overtime shall be defined in two (2) categories:

(a) **Incidental Overtime.** A known situation, but not scheduled, with less than ten (10) hours, or one shift advance notice. Incidental overtime will be offered first, to employees on shift/going off shift in descending order of seniority. If the vacancy is voluntarily filled, the process stops. If no volunteers are found, employees on the overtime sign-up sheet are contacted in descending order of seniority and offered the overtime. If the vacancy remains unfilled after this step, the least senior employee on shift/going off shift shall be required to work the overtime.

(b) **Scheduled Overtime.** A known planned situation for future overtime, with greater than ten (10) hours, or one shift advance notice. Scheduled overtime will be offered first, to employees on the overtime sign-up sheet in descending order of seniority. If the vacancy is voluntarily filled, the process stops. If the vacancy remains unfilled after the initial contact attempt, the process will be repeated until the vacancy is voluntarily filled. If the vacancy remains unfilled with less than ten (10) hours or one shift remaining prior to the scheduled overtime date, the vacancy will be filled using the incidental overtime process. It shall be understood that in cases where the work to be performed is specialized and assigned to certain

employees, such work will be offered in seniority order to employees normally performing said work (i.e. Classification Officers, ACCESS, Medical Liaison Officers, etc.).

(c) Posting of Scheduled Overtime Coverage. When scheduled overtime is known with less than seven (7) days prior notice, employees on the overtime sign-up sheet will be contacted telephonically or in person. When scheduled overtime is known more than seven (7) days in advance, the overtime coverage will be posted in writing and sent to all employees on the overtime sign-up sheet. Scheduled overtime will not be posted more than thirty (30) days in advance from the scheduled overtime date. The overtime written notice will include; the name of the shift supervisor the employee must respond to, the date and time the notice is published, the date and hours of overtime coverage being offered, and the suspense date and time the employee must respond by.

(d) Method for Filling Overtime Vacancies. When overtime is for an entire shift, it shall be offered in two blocks of four (4) hours for an eight (8) hour shift, and two blocks of five (5) hours for a ten (10) hour shift. The employee offered the overtime may choose to work either one (1) or both blocks of time. The exception to the method of offering overtime coverage in blocks of time is; when the overtime is for half a shift or less, or, when the circumstances surrounding the overtime vacancy (i.e. time is limited and expediency is essential, long distance transports, Harborview Hospital escort/guard duty, etc.) makes it impractical, or not feasible to offer the overtime piecemeal. Under these circumstance, whether incidental or scheduled, the overtime will be specifically offered/posted as a “total vacancy”, meaning the employee offered the overtime, must accept to work the entire overtime assignment. The overtime will be offered to employees in descending order of seniority.

(e) Limitation of Length of Consecutive Shift Assignments. No employee shall work more than two (2) consecutive shifts, without eight (8) hours elapsing before working another shift. No employee will be ordered to work two (2) consecutive days of two (2) consecutive shifts, except in an emergency situation declared by the Sheriff or his/her designee. The Sheriff may require employees of the jail to begin each shift fifteen minutes early, dependent on operational requirements. In case of an emergency declared by the Sheriff or his/her designee, as set forth in Department Policy #1801, any employee may be ordered to report for duty.

Section 12.8. Jury Duty. Employees called in for jury duty for any municipal, county, state, or federal court shall advise the County immediately. Employees scheduled for jury duty on their regular duty day shall be paid their regular rate of pay minus any compensation received from jury duty. Employees must provide documentation to the County detailing the amount of compensation received, if any, for jury duty.

ARTICLE 13 – EDUCATION COMPENSATION

Section 13.1. Compensation. When an employee receives a higher education degree, additional compensation shall be paid at the following rate:

Two (2) year Associate Degree:	\$25.00 per month
Four (4) year Baccalaureate Degree:	\$50.00 per month
Masters Degree:	\$75.00 per month

Section 13.2. Qualifications. In order to qualify, individuals must receive their degree in an area of study closely related to law enforcement as approved by the Sheriff. The above rates are not cumulative, but will be paid at the single higher rate for which the employee qualifies.

ARTICLE 14 – ADDITIONAL COMPENSATION

Section 14.1. Field Training Officers (FTO). Effective upon signing of this agreement any officer assigned the duty of Field Training Officer shall be paid \$1.75 per hour while so acting.

Section 14.2. Officer in Charge (OIC). An employee (including support staff) who is assigned the responsibilities and duties of a position or rank above that which s/he normally holds, when no supervisor is assigned to the shift, shall be paid an officer-in-charge (OIC) shift differential in the amount of \$2.25 per hour while so acting. This increase is also effective upon signing of this agreement

Section 14.3. Out of Classification. Any employee who is a certified instructor and assigned to train in the following areas: UDT, Use of Force Tactics, Driving, TD10 Spray, RIPP Restraints, Taser, ACCESS, First Aid/CPR and Firearms/Range shall receive an additional \$1.25 while conducting training. Additional duty incentives will be provided for the following functions:

UDT or Firearms	\$100.00 per month
TAC, FTO Training Coordinator, Classification Officer or Medical Liaison	\$ 75.00 per month
Billing or Supply	\$ 50.00 per month

Section 14.4. Bilingual Pay. Eligible employees shall receive bilingual pay for the certification level authorized by the employer:

- \$ 75.00 per month for the General certification
- \$100.00 per month for the Medical certification
- \$125.00 per month for the Legal certification

Eligibility requirements:

(a) The County shall determine if bilingual pay shall be utilized, the language(s) that bilingual is payable for and the number of employees eligible for bilingual pay. Spanish is the current payable language.

(b) Bilingual general, medical or legal certification must be through an accredited institution. The County at its discretion may choose which certification(s) is a required and acceptable substitute, such as certification from other states.

ARTICLE 15 – VACATION

Section 15.1. Accrual Schedule. Annual leave shall accrue at the following rates:

1-3 years	96 hours per year
4-7 years	120 hours per year
8-9 years	144 hours per year
10-11 years	160 hours per year
12-14 years	176 hours per year
15-16 years	184 hours per year
17-19 years	192 hours per year
20+ years	200 hours per year

Section 15.2. Probationary Employee Requirement. Annual leave accrued within the first twelve (12) months of employment cannot be utilized by an employee until they have successfully completed their appointment probationary requirements unless approved by the Sheriff. Any employee terminating employment with the County within the twelve (12) month probationary period shall not be paid for annual leave accrual.

Section 15.3. Maximum Accrual. Annual leave may be accrued to a maximum of four-hundred (400) hours. No annual leave accrued will be added to an employee's annual leave benefit when the maximum accrual has been obtained.

Section 15.4. Vacation Bidding.

(a) Request for paid leave, for the period from close of the vacation bidding period through the end of the calendar year, shall be submitted within two (2) weeks after the first shift-bidding period of the calendar year has been completed and approved. Requests submitted within this period may be for two (2), one (1) week vacations or one (1), two (2) week vacation. Request submitted within this time period shall be granted on a seniority basis subject to subsection (d) below. When a holiday occurs during a bid vacation period, that day shall be taken as a holiday.

(b) After the seniority bid period, requests may be submitted on a first come first serve basis.

(c) All leave requests will be responded to in writing within two weeks. Upon receipt of a leave request, the Supervisor will initial the request with the date and time received, and return a copy to the employee. If no response is received within two (2) weeks of the request the leave time will be granted.

(d) Leave requests submitted after the seniority bid period and within sixty (60) days prior to the commencement of the requested leave shall be granted such leave, provided no more than two (2) employees on the same shift have already been approved for the identical leave time. If two (2) employees have already been approved for leave, additional employees may be approved for leave for identical times, based on the discretion of the Sheriff. Any request for leave for which another employee has already scheduled leave time and which is submitted less than seven (7) calendar days in advance of the date of leave will be subject to staffing requirements and may not be approved at the sole discretion of the employee's supervisor.

(e) After such leave time has been approved; the only reason for cancellation shall be if the Sheriff, or in his/her absence, specified designee, declares an emergency as set forth in Department Policy 1801 in effect at the time of ratification of the Agreement.

(f) Leave requests commencing more than a year in advance can be scheduled with prior approval of both the Sheriff's Department and the Union.

Section 15.5. Separation Payout. Other than within the first twelve (12) months of probationary employment, upon separation of an employee by resignation, layoff, dismissal, or death; the employee or beneficiary thereof shall be paid for unused annual leave at the rate of being paid at the time of separation. Cash payment for unused accrued annual leave upon separation by retirement will not be allowed in excess of 240 hours.

Annual leave pay shall include any applicable shift differential for employees scheduled or assigned for thirty (30) calendar days or longer to swing or graveyard shifts.

Section 15.6. Leave Accrual.

(a) For any employee working less than full-time shall have annual leave accrual scheduled on a prorated schedule based on the hours they have worked, plus they must also meet the qualification for PERS or LEOFF participation to have annual leave accrual apply.

(b) A minimum of one-hundred and twenty (120) hours per month must be worked, or the employee must be on approved leave with pay to receive annual leave accrual.

(c) Whereas, the Union and the County recognize the importance of employees utilizing earned annual leave to promote and enhance their mental and physical well being, employees shall attempt to use annual leave during the year in which it is earned.

Section 15.7. Workers Compensation Consideration. Time missed from work due to worker's compensation will be considered as time worked for vacation purposes for a maximum of twelve (12) months.

ARTICLE 16 – HOLIDAYS

Section 16.1. Recognized Holidays. The following is a list of the annual recognized holidays for employees of the Mason County Sheriff's Department.

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(2) Floating Holidays
Labor Day	

Section 16.2. Holiday Pay. Holiday pay shall be equivalent to the straight time hours in the schedule the employee is working at the time the holiday occurs. All work performed on a holiday shall be paid at time and one half the regular rate of pay in addition to an employee's holiday pay.

Section 16.3. Conflict Resolution. Where there is a conflict or difference between either a federal or state designated holiday, the parties may agree to honor either one but not both.

Section 16.4. Observed Periods: Recognized Holidays will be observed in the following manner:

(a) **Support Staff Employees:** When the holiday falls on a weekday, employees not required to work on a holiday, shall be given the holiday off, and receive their regular rate of pay for the day in which the holiday falls. When a holiday falls on Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed as paid holidays. This provision applies to employees who work Monday through Friday.

(b) **Corrections Officers and Support Staff Employees:** For employees who work shift-work, recognized holidays will be observed on the calendar date on which the holiday occurs. Employees hired before November 1, 2002 who are required to work a calendar holiday will be given the option of being paid time and one-half for hours worked or banking the hours worked as Holiday hours at the time and one-half rate. Employees hired November 1, 2002 or later, who are required to work on a calendar holiday will be paid time and one-half for hours worked.

Section 16.5. Banked Holiday. When the holiday falls on the employee's regular day off (RDO), and the employee is not called in to work the holiday, the employee shall bank the holiday hours. The banked hours shall be equivalent to the hours in the schedule the employee is working at the time the holiday occurs.

Section 16.6. Floating Holidays/Premium Time-Off. In addition to the recognized holidays, employees are authorized two (2) paid floating holidays (16 hours), and thirty-two (32) hours paid premium time-off annually.

(a) Floating holidays and premium time-off shall be scheduled 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.

(b) The first six (6) days of leave time taken each year, which are not chargeable to sick leave, will be charged to floating holidays, and premium time-off. Floating holidays and premium time-off must be used during the current calendar year, unless waived by the County, due to operational requirements preventing the employee from taking such days off. In such cases, the floating holidays and premium time-off must be used at the earliest time available. Employees will be given an accounting of holiday and premium hours accrued on an annual basis, in time for utilization prior to potential loss.

ARTICLE 17 - SICK LEAVE

Section 17.1 Accrual Rate. Each employee shall receive eight (8) hours of sick leave for each full month of employment in the calendar year in which s/he is first employed and thereafter will receive eight (8) hours of sick leave for each month of employment in each successive calendar year. Sick leave that is not used shall accumulate except that such accumulation may not exceed one-thousand-two hundred (1,200) hours.

Section 17.2. Physician Certification Required. The County may require a certificate from a regular practicing physician or other bona fide practitioner when an employee is absent for a period in excess of three (3) days or when a pattern of sick leave use indicates possible sick leave abuse.

Section 17.3. Definition of Use. Sick leave may be used for bona fide illness, injury, pregnancy and/or any condition associated therefrom, of the employee or to care for an immediate family member suffering from a bona fide illness or injury. For this Article, immediate members shall be defined as: parents, spouses, and/or dependent children. No more than forty (40) hours of sick leave may be taken for any occurrence to care for a parent, spouse or dependent child unless the leave is to care for an injured or ill dependent child under the age of 18, or the condition of the parent, spouse or dependent child would qualify the employee for FMLA Leave.

Section 17.4. Qualifications. A minimum of one-hundred-twenty (120) hours per month, within the regular work shift schedule must be worked to receive sick leave accrual.

Section 17.5. Sick Leave Payout. Payment for unused sick leave shall be made only in the following circumstances:

(a) Upon termination of employment with fifteen (15) years of continuous service with the County;

(b) Upon termination of employment with the County, when the termination is contemporaneous with retirement from the applicable Washington State public employees retirement system;

(c) Upon the death of an employee, in which case payment shall be made to his/her estate.

Section 17.6. Absence of Sick Leave Accumulation. When sickness occurs and no sick leave is accumulated, the employee may choose to:

(a) use vacation credits accrued to his/her credit in absence of sick leave;

(b) take leave without pay; or

(c) use accumulated compensatory time, if any.

Section 17.7. Accrual Eligibility. Any employee working a normal schedule, or any employee working fewer hours than a normal schedule but who maintains the eligibility requirement for PERS or PSERS, shall accrue sick leave.

ARTICLE 18 – BEREAVEMENT LEAVE

The County shall provide regular, full-time and part-time employees with paid bereavement leave for up to three (3) days in the event of the death of an immediate family member. Two (2) additional days chargeable to accrued sick leave will be granted at the request of the employee. Immediate family for purposes of bereavement leave includes only the employee's spouse, parent, grandparent, child, grandchild, sister, brother, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew or niece.

ARTICLE 19 – FAMILY LEAVE/MILITARY LEAVE

The County and the Union mutual agree to comply with all State and Federal Family Leave laws, whichever is more advantageous to the employee. 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.

ARTICLE 20 – INCLEMENT WEATHER

Article 20 shall apply to inclement weather, adverse natural conditions or other unusual situations.

Section 20.1. Work Site Remains Open. When an employee's normal work site remains open during inclement weather, the following applies:

- (a) The day will be a normal workday.
- (b) The appointing authority will require employees who do not report to work, who report late to work or who leave early on their own initiative to use accrued leave or compensatory time or take leave without pay for the time they are absent. Employees may not use sick leave.
- (c) The amount of leave taken shall be based on the amount of time that the employee is absent from their normal workday.
- (d) The employee must give notice of intended absence and type of leave requested according to normal procedures.

Section 20.2. Work Site is Closed for Non-Essential Personnel as Defined by PERC. When the closure of their normal work site prevents an employee from working, the following rules apply for up to the first five (5) days of the closure:

- (a) Employees planning to work that day and prevented from doing so by the closure are not required to take leave.
- (b) Employees who report to work late or leave early due to the closure or due to the direction from their appointing authority are not required to take leave.
- (c) An employee who has pre-scheduled leave whose absence is unconnected with the closure of the work site shall take the time off as planned. The County shall not adjust the leave due to the work site closure.
- (d) The appointing authority may require an employee to work even though their work site is closed. If the appointing authority finds that the required work creates an undue hardship for the employee, the appointing authority may allow an employee required to work to take the time worked off at a later mutually agreed upon and convenient time.
- (e) In cases where the closure lasts beyond five (5) working days, the Board of County Commissioners will determine what rules will govern. In extended situations, employees may be required to report to alternate work sites and may be assigned temporary duties in response to the extended closure.

ARTICLE 21 – SALARIES AND SALARY NEGOTIATIONS

Section 21.1. Bargaining. All collective bargaining with respect to wages, hours, and working conditions, shall be conducted by authorized representatives of the Union and of the County in open public meetings as required by law.

Section 21.2. Negotiations. The County does hereby agree that its designated committee will meet with Union representatives to consider and negotiate in good faith by both parties all requests and recommendations of the Union prior to adopting any salary schedule or making any amendments to the same.

Section 21.3. Provisions to Settlement. The Union and the County agree to follow the provisions of RCW 41.56.430 through 41.56.490 as an effective and adequate means of settling the salary negotiation procedure. RCW 41.56.430 through 41.56.490 are hereby adopted by reference as part of this Agreement.

Section 21.4. Civil Service Board Notification. The County will notify the Union of any requested or received Civil Service action regarding any classification, or proposed classification falling under the jurisdiction of this Agreement. Such notification will be provided immediately upon request by the County for a modification or re-determination. In cases where the Civil Service Board initiates an unsolicited modification to a classification, notice shall be given immediately upon receipt of the Civil Service Board's impending action.

Section 21.5. No Strike/Lockout. It is agreed by both parties that the right to strike for better wages and working conditions is not granted to uniformed employees (RCW 41.56.490).

ARTICLE 22 – INSURANCE

Section 22.1. Employer Contribution. Effective on January 1st, 2010, the County shall pay the first three and one half percent (3.5%) of the annual increase in premium for employee health insurance. Any increase above that amount will be equally borne by the County and the Employee. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B with no optional coverage, Dental Plan A and Vision Plan EXT.

Example: If the annual increase in premium amounts to a 6% increase, the county will pay the first 3.5% and the remainder will be paid 1.25% by the employee and 1.25% by the County for a total of 6%.

Section 22.2. Employer Contribution Priority Order. In the event the County's maximum monthly contribution is insufficient to provide 100% of the total employee group insurance premium as referenced above, the priority order of full County payment shall be as follows: (1) Vision, (2) Dental, and (3) Medical.

Section 22.3. Employee Pay Deduction. Any monthly premium contribution required above the County's contribution shall be paid by a reduction of the necessary amount from each employee's salary.

Section 22.4. Workers Compensation Consideration. Time missed from work due to worker's compensation will be considered as time worked for employee group insurance purposes for a maximum of twelve (12) months.

Section 22.5. Employee Assistance Program (EAP). The County shall provide an Employee Assistance Program (EAP) benefit for all employees.

ARTICLE 23 – EMPLOYER RELATIONS

Section 23.1. Confidentiality. The Employer and the Union recognize the interest of maintaining confidentiality to the employees personal information such as home address, home telephone numbers, personal wireless numbers, and identity of family members, therefore the Employer and the Union agree to take all reasonable lawful steps to assure confidentiality of these matters.

Section 23.2. Written Policy. Upon request, at the first of each calendar year, unless requested pursuant to Public Records Disclosure law(s), the County will furnish the Union with a copy of its written policies and procedures. The County agrees to bargain any policies and procedures which affect wages, hours and working conditions of the employees.

Section 23.3 Employer Cooperation. The County agrees to permit Union Committee members to use the inter-office mail system and email for matters related to meeting notifications and contract negotiations. The Union acknowledges such information is subject to the Public Records Disclosure Act, thereby negating any confidentiality of the correspondence or any transmittal between Union members through electronic means and the inter-office mail.

Section 23.4. Mandatory School and Training Sessions. The Sheriff is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Sheriff.

As required in the policy manual, or mandated by Washington State Law, each employee shall be responsible for obtaining and maintaining certification for matters required in the policy manual and mandated by law.

The school, training, or certification referred to in the above, shall be mandatory upon each employee requiring the attendance of such employee whether on their off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

ARTICLE 24 - USE OF RESERVES AND VOLUNTEERS

Unless otherwise agreed, it is the Sheriff's policy that reserve officers and volunteers will be used to support, but not supplant regular employees represented in this contract, in the performance of the mission of the Sheriff's Office. It is further understood that Reserve Officers and Volunteers may be used to support, but not supplant represented employees at special events and on holidays.

ARTICLE 25 – UNIFORM ALLOWANCE

Section 25.1. A uniform reimbursement/maintenance allowance shall be provided by the Employer of five hundred fifty dollars (\$550.00) per year to all uniformed personnel to purchase clothing uniform items listed in the Sheriff's Dress Code. Newly hired Officers will be granted an additional initial issue uniform purchase reimbursement or allowance for those items deemed necessary. Those items shall remain the property of the Sheriffs Department until the employee completes two years of service. A payment will be made to the employee no later than March 1st of each year.

Section 25.2. A clothing reimbursement/maintenance allowance shall be provided by the Employer of three hundred dollars (\$300.00) per year to the non-uniformed employees to purchase clothing items as listed in the Sheriffs Dress Code. A payment will be made no later than March 1st of each year.

ARTICLE 26 – BULLETIN BOARD AND PRESS RELEASES

Section 26.1. **Bulletin Board.** The County shall provide a portion of a bulletin board for Union notices. The Union agrees to keep the bulletin board in good order.

Section 26.2. **Press Releases.** All press releases are to be made by the Sheriff or his designated representative.

ARTICLE 27 – FALSE ARREST INSURANCE AND CIVIL LIABILITY INSURANCE

The County shall provide employees with liability coverage through the use of commercial insurance or self-insurance. In the event of self-insurance, the County agrees to provide legal representation to employees requiring such representation only for the acts or wrongful acts committed within the scope of their duties during the enforcement of their legal responsibilities; and to pay damages awarded against employees for acts or wrongful acts committed within the scope of their duties during the enforcement of their legal responsibilities.

ARTICLE 28 – SAFETY COMMITTEE

Section 28.1. **Recognition and Duties.** The County and the Union recognize the desirability of reducing injuries arising out of employment to a minimum and further recognize that the problem can be solved only by cooperative effort.

Section 28.2. **Committee Allowances.**

(a) The Union shall elect bargaining unit members to a Safety Committee, which shall consist of not less than two (2) union members. The safety committee members will be appointed in writing, and a copy of the appointment sent to the County. The Joint Safety Committee shall meet monthly. The County is not obligated to compensate off-duty employees attending Safety Committee Meetings.

(b) The Safety Committee members will be allowed to take approved time off from their regular work to conduct safety inspections, investigations, or to confer with County officials, without loss of pay.

Section 28.3. **Compliance.** The Safety Committee shall work with the Sheriff to insure that working conditions shall be made and kept safe and in compliance with the safety laws, rules and regulations of the State of Washington.

Section 28.4. **Dispute Resolution Process.** The County will make reasonable efforts to maintain working conditions in conformance with applicable Federal, State, and local health and safety laws and/or regulations. The bargaining unit representatives agree to bring to the attention of the County any conditions within the working environment deemed unsuitable under provisions of applicable laws or regulations. Should a dispute arise at the workplace regarding interpretation of applicable directives or the nature of working conditions, or when there is no applicable law or regulation, and a dispute arises, the issue shall be discussed with the Sheriff by the Safety Committee. If the issue remains unresolved, the matter will be referred to the Director of Human Resources. If the issue is not resolved at this step, the matter shall be referred to the

Department of Labor and Industries for consultation, to ensure compliance with Washington Industrial Safety and Health Administration (WISHA) policy.

ARTICLE 29 – SAVINGS CLAUSE

Should any clause of this Agreement be found to be in violation of any law, all other provisions shall remain in full force and effect.

ARTICLE 30 – DURATION AND TERMINATION

This Agreement shall be effective from January 1, 2009 and shall remain in full force and effect to and including the 31st of December 2010. Either party may commence negotiations by filing written notice to the other party pursuant to the provisions of RCW 41.56. By mutual agreement, the Agreement may be extend for a period of one year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2010

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY

WOODWORKERS LOCAL
W38, I.A.M.

Ross Gallagher, Chairperson

Eric Dobson, President

Lynda Ring Erickson, Commissioner

Tim Sheldon, Commissioner

Casey Salisbury, Mason County Sheriff

Attest:

Shannon Goudy, Clerk of the Board

ATTACHMENT A

WAGES

TITLE

2008 COLA Reflected

RECORDS CLERK 1

Step 1 (0-1 Year)

Step 2 (1-2 Years)

Step 3 (2-3 Years)

Step 4 (3-4 Years)

Step 5 (4 + Years)

RECORDS CLERK II

Step 1 (0-1 Year)

Step 2 (1-2 Years)

Step 3 (2-3 Years)

Step 4 (3-4 Years)

Step 5 (4 + Years)

CLERK

Step 1 (0-1 Year)

Step 2 (1-2 Years)

Step 3 (2-3 Years)

Step 4 (3-4 Years)

Step 5 (4 + Years)

CIVIL CLERK

Step 1 (0-1 Year)

Step 2 (1-2 Years)

Step 3 (2-3 Years)

Step 4 (3-4 Years)

Step 5 (4 + Years)

ACCOUNTANT

Step 1 (0-1 Year)

Step 2 (1-2 Years)

Step 3 (2-3 Years)

Step 4 (3-4 Years)

Step 5 (4 + Years)

ATTACHMENT "A"

TITLE	2008 Wages COLA reflected
CORRECTIONS OFFICER	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4-5 Years)	
Step 6 (5-6 Years)	
Step 7 (6 + Years)	
CORRECTIONS SERGEANT	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4 + Years)	
CHIEF COOK	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4 + Years)	
COOK	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4 + Years)	

ATTACHMENT "A"

TITLE	2008 COLA reflected
COMMUNITY SERVICE OFFICER	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4-5 Years)	
Step 6 (5-6 Years)	
Step 7 (6+ Years)	
ANIMAL CONTROL OFFICER	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3 + Years)	
CONTROL ROOM OPERATOR	
Step 1 (0-1 Year)	
Step 2 (1-2 Years)	
Step 3 (2-3 Years)	
Step 4 (3-4 Years)	
Step 5 (4-5 Years)	
Step 6 (5-6 Years)	
Step 7 (6 + Years)	

ATTACHMENT "B"

CORRECTIONS AND SUPPORT STAFF
GRIEVANCE FORM

Formal Process/Date: _____

STEWARD'S INFO: (Union Steward filing and representing grievant)

Name: _____ Work

Phone: _____

Facility: _____ Assigned Shift:

—

GRIEVANT'S INFO: (Member filing grievance)

Name: _____ Work Phone:

Facility: _____ Assigned Shift:

—

GRIEVANCE INFO:

Date of Incident:

Contract Provision(s) Violated: (Article/Paragraph/ Policy) _____

—

—

—

Remedy/Relief Sought:

**Employee Signature/Date:
Signature/Date**

Supervisor
