AGREEMENT

2013 - 2015

BY AND BETWEEN

MASON COUNTY SHERIFFS OFFICE

AND

WOODWORKERS LOCAL LODGE W38 I.A.M. CORRECTIONS/SUPPORT STAFF

January 1, 2013 through December 31, 2015

Collective Bargaining Agreement
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1 – RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2 – UNION SECURITY</td>
<td>1</td>
</tr>
<tr>
<td>2.1 Membership Required</td>
<td></td>
</tr>
<tr>
<td>2.2 Termination Provision</td>
<td></td>
</tr>
<tr>
<td>2.3 Objection to Dues</td>
<td></td>
</tr>
<tr>
<td>2.4 Check Off</td>
<td></td>
</tr>
<tr>
<td>2.5 Authorization</td>
<td></td>
</tr>
<tr>
<td>2.6 Agreement with County</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 3 – COMMITTEES</td>
<td>2</td>
</tr>
<tr>
<td>3.1 Negotiations Agreement</td>
<td></td>
</tr>
<tr>
<td>3.2 Negotiating Committee</td>
<td></td>
</tr>
<tr>
<td>3.3 Shop Steward Recognition</td>
<td></td>
</tr>
<tr>
<td>3.4 Communication Rights</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 4 – RIGHTS OF MANAGEMENT</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 5 – DISCRIMINATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 6 – HIRING</td>
<td>4</td>
</tr>
<tr>
<td>6.1 Process</td>
<td></td>
</tr>
<tr>
<td>6.2 New Classifications</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 7 – SENIORITY</td>
<td>5</td>
</tr>
<tr>
<td>7.1 Definition</td>
<td></td>
</tr>
<tr>
<td>7.2 Seniority Preference</td>
<td></td>
</tr>
<tr>
<td>7.3 Loss of Seniority</td>
<td></td>
</tr>
<tr>
<td>7.4 Shift Bidding</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 8 – CURTAILMENT AND RECALL</td>
<td>6</td>
</tr>
<tr>
<td>8.1 Notice</td>
<td></td>
</tr>
<tr>
<td>8.2 Displacement</td>
<td></td>
</tr>
<tr>
<td>8.3 Recall</td>
<td></td>
</tr>
<tr>
<td>8.4 Recall Seniority</td>
<td></td>
</tr>
<tr>
<td>8.5 Restoration of Benefits</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 9 – EVALUATION AND DISCIPLINE</td>
<td>7</td>
</tr>
<tr>
<td>9.1 Evaluation</td>
<td></td>
</tr>
<tr>
<td>9.2 Discipline / Corrective Action</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 10 – GRIEVANCES

10.1 Purpose
10.2 Election of Remedies
10.3 Definition
10.4 Non-Retribution
10.5 Format
10.6 Grievance Submissions
10.7 Time Limits
10.8 Breach of Time Limits
10.9 Grievance Procedure

ARTICLE 11 - WAGES AND ALLOWANCES

11.1 Wages
11.2 Differential
11.3 Longevity
11.4 Hours of Labor
11.5 Meal Periods
11.6 Rest Periods

ARTICLE 12 – OVERTIME

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

ARTICLE 13 – EDUCATION COMPENSATION

13.1 Compensation
13.2 Qualifications

ARTICLE 14 – ADDITIONAL COMPENSATION

14.1 Field Training Officers (FTO)
14.2 Officer in Charge (OIC)
14.3 Temporary Promotion
14.4 Specialty/Assignment Pay
14.5 Bilingual Pay

ARTICLE 15 – VACATION

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

ARTICLE 16 – HOLIDAYS ................................................................. 22
  16.1 Recognized Holidays
  16.2 Holiday Pay
  16.3 Conflict Resolution
  16.4 Observed Periods
  16.5 Banked Holiday
  16.6 Floating Holidays/Premium Time Off

ARTICLE 17 - SICK LEAVE ................................................................ 24
  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

ARTICLE 18 – BEREAVEMENT LEAVE ............................................. 25

ARTICLE 19 – FAMILY LEAVE/MILITARY LEAVE ....................... 25
  19.1 Military Leave
  19.2 Family Leave / FMLA & FLA
  19.3 Maternity Leave

ARTICLE 20 – INCLEMENT WEATHER .............................................. 26
  20.1 Worksite Remains Open
  20.2 Worksite is Closed for Non-Essential Personnel

ARTICLE 21 – SALARIES AND SALARY NEGOTIATIONS ............. 27
  21.1 Bargaining
  21.2 Negotiations
  21.3 Provisions to Settlement
  21.4 Civil Service Board Notification
  21.5 No Strike/Lockout

ARTICLE 22 – INSURANCE ............................................................. 28
  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)

ARTICLE 23 – EMPLOYER RELATIONS ............................................ 29
  23.1 Confidentiality
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, Sergeants and Support Staff 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 more 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 on 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 grievances 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.

Section 3.4. The parties have the right to communicate with each other and provide notice on matters of concern using e-mail, written correspondence, and telephonic communications. Notice is deemed served if communicated to a member of Command Staff or Human Resources for the Employer or the Business Representative, Sub Local Chairperson or Steward for the Union, who agree to ensure that their own constituents are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.

ARTICLE 4—RIGHTS OF MANAGEMENT

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate the Mason County Sheriff's Office, whether heretofore or hereinafter exercised, and regardless of the frequency or infrequency of their exercise. It is expressly recognized that such rights include, but are not limited to, the following:

A. To determine the Mason County Sheriff's Office mission, policies, and set forth all standards of service offered to the public.

B. To plan, direct, control and determine the operations or services to be conducted by the employees.

C. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

D. To manage and direct the employees of the Sheriff's Office.

E. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the Sheriff's Office.

F. To establish work rules and rules of conduct.

G. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds. If a layoff is imminent due to a lack of funds or work, the parties shall meet to discuss efforts to preserve the bargaining unit workforce and develop potential alternatives to curtailment.
H. Determine the methods, maintenance, equipment, number and kinds of personnel, the job, work, or position content required to accomplish governmental operations and maintain the efficiency and safety of those operations.

I. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.

J. Control departmental budgets and financial policies, including accounting procedures.

K. Take whatever actions are necessary in emergencies in order to ensure the proper function of the Sheriff’s Office.

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, marital status, sexual orientation 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. 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.

Section 6.2 New Classifications. If new classifications are established by the Employer and added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an Employee is appointed to a position substantially different than the Employee’s classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

If either party disagrees with the designation of a new or reclassified position, the parties recognize that the determination as to whether the position is included within the bargaining unit may be reviewed by PERC, upon petition by either party or jointly.
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 regular position. Seniority within rank shall be determined by date of promotion to such rank.

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 bidding, (b) vacation bidding, (c) overtime preference within rank, 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.

Employees who are re-employed following the loss of their seniority shall be deemed a newly-hired Employee for all purposes under this Agreement, except if an Employee is recalled consistent with Article 8 and the time-lines therein, they shall regain the seniority that they had as of their last date of employment. The practice of allowing leave of absence returns with intact seniority will be administered under the same time frames provided for in Article 8.

Section 7.4. Shift Bidding – Corrections Officers. 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 year’s 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.

Sergeants shall bid as in section 7.4 above to establish a base shift for the year in an 11/1 month system. The base shift shall be for eleven (11) months, and one (1) month rotation to a different shift. In order to maintain supervisor familiarity with other shift’s operational requirements, Sergeants will rotate to a different shift during the month of March for a one (1) month period. Rotation will be in the following cyclic order; Dayshift
Sergeant rotates to swing shift, Swing Shift Sergeant rotates to graveyard shift, and Graveyard shift Sergeant rotates to dayshift. Rotation for following years will be in the same cyclic order with Sergeants rotating to a different shift than previous year. The employer will develop a professional Development/Training Plan jointly with the Sergeants and Department Chief which, at a minimum, addresses: task listing and procedures for each shift, listing of expectations and standards, and summary of goals for professional development. The training plan will be implemented yearly prior to rotation taking place.

Where operational needs or special circumstances necessitate, an employee may be temporarily assigned to a shift other than which he/she bid for, provided a minimum of 30 days notice has been given (if possible) and is seniority based.

**ARTICLE 8 – CURTAILMENT AND RECALL**

**Section 8.1. Notice.** In the event of a curtailment the County will give a minimum of two (2) 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 8.2. 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 and qualifications. Qualifications shall be based upon the job description and the determination by the County as to whether the employee could adequately assume the role and responsibilities associated with the position the employee seeks to move into.

**Section 8.3. 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 8.4. 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. The parties recognize the need to maintain an appropriate male/female officer ratio and will meet to discuss requirements that may be present at
the time of recall. 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 fourteen (14) months or expiration of certification(s), whichever is greater, required for the initial position from which the employee was curtailed.

Section 8.5. Restoration of Benefits. Employees recalled pursuant to Section 9.4, above, shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees 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 9 – EVALUATION AND DISCIPLINE

Section 9.1. Evaluation. The purpose of evaluation is to help an Employee to be successful in performance and to understand the standards and goals of their position and their Department. The evaluation will assess and focus on the Employee’s accomplishment of their job functions and the goals and standards of the position. Where the Employee does not meet the above, a plan for correction, training or support should be developed with the Employee.

Evaluation may occur in two forms:

1. All regular Employees should be formally evaluated in writing by their immediate Supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) and, thereafter, in conjunction with MCSO Policy in effect at the time of evaluation, currently Policy 514.

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

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

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Section 9.2.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the Employee’s personnel file and/or
appeal any evaluation to review with their appropriate Command Staff Representative, either the Chief of Jail Operations or Chief of Support Functions.

Section 9.2 DISCIPLINE/CORRECTIVE ACTION. The County has the right and responsibility to assure corrective action when appropriate and, in doing so, agrees to act in good faith in the discipline, dismissal or demotion of any regular Employee and any such discipline, dismissal or demotion shall be made only for just cause. While the totality of the circumstances must be considered, generally “just cause” is defined as consistent with the “Seven Tests of Just Cause.”

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

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

All disciplinary actions shall be clearly identified as such in writing. The Employee will be requested to sign the disciplinary action. The Employee’s signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

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

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

The Employer recognizes the right of an Employee who reasonably believes that an investigatory interview with a Supervisor may result in discipline to request the presence of a Union representative at such an interview, provided such is neither a material
witness nor the subject of the investigation. Upon request, the Employee shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the Employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action which may result in an economic loss or suspension. The Employer must provide a notice and statement in writing to the Employee identifying the performance violations or misconduct alleged, a copy of the investigative file for review (if requested), and a finding of fact and the reasons for the proposed action. The Employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

No Employee shall be compelled by the County to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the Employee nor in any internal investigation which could lead to a criminal charge against the Employee. Any refusal by an Employee to give self-incriminating information under these conditions will not result in the Employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the County. (Garrity rights)

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

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action (as to any post-probationary Employee) was for just cause.

**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 Election of Remedies.** Grievances concerning disciplinary matters governed by the Mason County Civil Service Rules may be processed as an appeal through the Civil Service Rules 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 timely as an appeal under Civil Service procedures, the grievance shall be considered withdrawn and cannot be re-filed.
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.

Either the Union or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual Employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may go to mediation.

The Union may initiate a Grievance at Step 2 anytime that it involves a group of Employees, as specified in Section 10.6. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

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 the section of the Agreement alleged to be violated; 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 of 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 10.7. If the matter cannot be resolved verbally, the supervisor shall issue a written response within five (5) calendar days after such meeting, either granting or denying the grievance, 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 1, it may be submitted to Step II.

B. **Step II (Sheriff).** The grievant and/or Union may present the grievance in the format specified in Section 10.5 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 (Human Resources Director).** The grievance (as was previous set forth in writing under Step II) may be submitted to the Human Resources Director or designee within five (5) calendar days of the Sheriff’s written response in Step II. The Human Resources Director or designee 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 Human Resources Director or designee shall issue a written response to the Union regarding the grievance.

**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), maybe submitted to PERC within five (5) calendar days of the written response in Step III. PERC shall provide a list of five (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. For the duration of this Agreement, there shall be no general wage increase. Wages are outlined in Attachment A of this Agreement and as adjusted by the following:

1). Effective January 1, 2013 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Cities (All Items) as measured by the June 2011 to June 2012 CPI. The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

2). Effective January 1, 2014 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Cities (All Items) as measured by the June 2012 to June 2013 CPI. The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

3). Effective January 1, 2015 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Cities (All Items) as measured by the June 2013 to June 2014 CPI. The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

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. Employees shall receive longevity pay in addition to their base pay as set forth below:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th through 10 years</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>11th through 14 years</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>15th through 19 years</td>
<td>$130.00</td>
</tr>
<tr>
<td>20th through 24 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>25th years and over</td>
<td>$165.00</td>
</tr>
</tbody>
</table>
However, those employees who, as of the signing of this Agreement, receive longevity pay in excess of $165.00 per month shall continue to receive their current benefit, which shall not be subject to further increase.

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 8:00 pm. Seven (7) hours paid time and one (1) hour non-paid lunch, considered as full-time. Employees may, as necessary and with supervisory pre-approval, adjust to an alternate flex shift of continuous hours within the work hours identified above, to better manage workload.

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 position is manned by a Community Service Officer (CSO) classification and backfilled by a Corrections Officer (CO) classification. The normal workweek for the CSO 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. The normal workweek for the CO is as specified in Article 11, Section 11.4 (1) herein.

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.

7. **Weapon Screening Station:** This is an assigned position and is manned by one (1) Corrections Officer (CO) and one (1) Community Service Officer (CSO), Monday through Friday, excluding holidays. The normal workweek for both the (CO) and (CSO) shall consist of a forty (40) hour work week with weekends and holidays off. The daily hours of labor for the CSO are from 08:00 am to 16:30 pm. The daily hours of labor for the (CO) are from 08:15 until daily courthouse operational requirements conclude for the day. The assigned officers work the entire daily hours of labor specified herein. Any work performed in excess of eight (8) hours per day shall be paid as overtime. In the absence of the assigned officer(s), the position(s) will be filled in the
same manner as any other operational requirement with overtime procedures of Article 12 being applicable. Assignment to this position shall be made yearly at the discretion of the Sheriff or his designated representative in accordance with Department policy. Advance notice of assignment to the position shall be posted and all interested Officers will be allowed to apply.

**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 reimbursement 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 1/2) 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 regular full-time employee who performs work authorized by the County, in excess of their regularly scheduled 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).

Premium or overtime pay in this article shall not be duplicated or pyramided.

Section 12.1. Rate of Pay. Overtime work will be compensated at one and one-half (1½) 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. In lieu of cash overtime payments, where mutually agreed between the employee and the Employer, an employee may receive compensatory time off. Compensatory time will be calculated just as the monetary rate for overtime, at one and one-half (1½) times the regular rate of pay. Upon approval of the County, employees shall be permitted to cash out all or part of their accrued time in December of each year, which shall be paid at the employee's applicable rate of pay. Corrections Officers and Sergeants shall be permitted to accrue up to 480 (four-hundred-eighty) hours of compensatory time off. Support Staff employees shall be permitted to accrue up to 240 (two-hundred-forty) hours of compensatory time off. The scheduling of compensatory time off shall be done in the same manner as vacation time.

Section 12.3. Call-In Pay. The call-in process is initiated to provide immediate incidental overtime coverage for operational requirements (i.e., hospital transports and staffing shortage, illness, injury, etc.) occurring on the on-duty shift. 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 their acknowledgement of the call to the start of their shift. The two (2) hours minimum overtime provision does not apply to employees who are called-in within two (2) hours of their regular starting time and work through their regular shift. In this case, employees shall be paid at the overtime rate from the time the call is acknowledged to the start of 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 the employee acknowledges receiving 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. Newly 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 within rank. 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. This refers to unplanned and unscheduled work that becomes available with advance notice of one shift or less. Incidental overtime will be offered first, to employees on shift/going off shift in descending order of seniority within rank. 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 within rank and offered the overtime. If the vacancy remains unfilled after this step, the least senior employee within rank on shift/going off shift shall be required to work the overtime.

(b) Scheduled Overtime. This refers to available work that is anticipated and which could be scheduled with advance notice that is greater than one work shift. Scheduled overtime will be offered first, to employees on the overtime sign-up sheet in descending order of seniority within rank. If the vacancy is voluntarily filled, the process stops. If the vacancy remains unfilled after the initial contact attempt, the overtime
opportunity will be offered by seniority to employees in the other rank until the vacancy is voluntarily filled. If the vacancy remains unfilled with one shift or less 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 fifteen (15) days prior notice, employees or the overtime sign-up sheet will be contacted telephonically or in person. When scheduled overtime is known more than fifteen (15) 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 sixty (60) days in advance from the scheduled overtime date. The overtime written notice will include: the name of the shift supervisor that 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. The term “within rank” refers to overtime affecting Corrections Officers and Sergeants, wherein the overtime opportunity first shall be offered in descending order of seniority to employees in the job classification where the vacancy occurs. Incidental overtime first shall be offered to employees within rank who are on shift-going off shift before being offered to similarly situated employees in the other rank. Scheduled overtime shall be offered to employees on the on-call list in the job classification where the vacancy occurs before being offered to employees on the on-call list of the other rank. If the vacancy remains unfilled after this process, then the least senior employee in the job classification where the vacancy occurred shall be mandated to work the overtime.

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 piece meal. 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.

When a Sergeant is scheduled for duty and he/she calls in sick, Sergeants on the overtime sign-up sheet will be called in descending order of seniority to fill the Sergeant vacancy, regardless of staffing levels. If the vacancy is filled, no further action is required. If the vacancy is not filled, the Sergeant position will be filled by appointing an Officer in Charge (OIC). Subsequently, any overtime requirement(s) existing as a result of staffing levels will be offered first to Corrections Officers in accordance with
procedures above. This provision (d. (1) above, in regard to replacing a Sergeant with a Sergeant, does not apply to absences which exceed three (3) consecutive days in the event of illness, scheduled vacation, bereavement leave or official training. In those instances the procedures for incidental or scheduled overtime shall be utilized.

Employees bidding for or assigned the duties of Weapons Screening Officer shall work the schedule of the Court, and any overtime associated with such schedule shall be performed by the employee assigned, except in emergent circumstances.

(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.

(f) Overtime Exclusion. The following employee categories are excluded from filling overtime vacancies unless otherwise stated herein:

(1) Employees on limited duty. The exception to this provision is when the following conditions simultaneously exist. Employees on limited duty status may fill overtime vacancies when; the vacancy remains unfilled after first contacting all physically capable (not on limited duty) employees on the overtime sign-up sheet, no other limited duty employee is scheduled to work on the shift where the vacancy exists, the employee can be effectively utilized to perform operational requirements without compromise to prescribed physical limitations, and officer safety.
(2) Employees on administrative leave (paid or unpaid)
(3) Employees on sick status
(4) Employees on vacation status. Employees on vacation status may be called to fill overtime vacancies when the vacancy remains unfilled after first contacting all full duty status employees on the overtime sign-up sheet. Vacationing employees will be given first consideration over limited duty status employees if they are in the area.
(5) Employees requesting exclusion from voluntary overtime, if approved by the non-bargaining unit supervisor.

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 Mason County Sheriff’s Office Payroll Section detailing the amount of compensation received, if any, for jury duty.

An off-duty employee who is required to remain on-call on the employer’s premises or at their place of residence or so close thereto that he/she cannot use the time effectively
for own purpose, is considered working and shall be compensated at the overtime rate for the hours on-call. An off-duty employee who is not required to remain on-call on the employer’s premises or at their place of residence, but is merely required to maintain telephonic communications with their employer, is not considered working.

ARTICLE 13 – EDUCATION COMPENSATION

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

- Two (2) year Associate Degree: $60.00 per month
- Four (4) year Baccalaureate Degree/Masters Degree: $85.00 per month

Section 13.2, Qualifications. In order to qualify, individuals must receive their degree from a nationally or regionally accredited institution 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 who has been trained as a FTO and is assigned the duty of Field Training Officer to actively train, monitor, grade or evaluate Corrections Officers shall be paid an additional $2.25 per hour while working in that capacity. No other compensation shall be received for any FTO functions performed.

Section 14.2, Officer in Charge (OIC). An employee (including support staff) who is assigned for less than two (2) consecutive workweeks 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 $3.00 per hour while working in that capacity.

Section 14.3, Temporary Promotion. An employee (including support staff) who is assigned the responsibilities and duties of a job classification that is higher than what s/he normally holds for more than two (2) consecutive workweeks shall be compensated at the range and step in the higher classification that represents at least a five percent (5%) increase.

Section 14.4, Specialty/Assignment Pay. Any employee who is a certified instructor and assigned to train in the following areas: Defensive Tactics/Use of Force Tactics, Driving, TD10 Spray, RIPP Restraints, Taser, ACCESS, First Aid/CPR and Firearms/Range shall receive an additional $1.25 per hour while conducting training. Additional duty incentives will be provided for the following functions:

- UDT, TAC or Firearms: $100.00 per month

FTO Training Coordinator, $ 75.00 per month  
Classification Officer or Medical Liaison  
Billing or Supply $ 75.00 per month  

Section 14.5. Bilingual Pay. Eligible employees that possess bilingual fluency in a County-approved non-English language, and who use their bilingual skills in the performance of official duties, shall receive bilingual incentive pay as indicated herein:

- $ 75.00 per month for Bilingual Language Fluency
- $100.00 per month Bilingual Medical Certification
- $125.00 per month Bilingual Legal/Court 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.

(b) Bilingual language fluency eligible employees are those who have taken and passed a language fluency test from an accredited institution and/or employees who have self-identified bilingual fluency that has been demonstrated on the job. Bilingual Medical and Legal/Court certification eligible employees are those who have their bilingual skills tested and certified by 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. Vacation leave shall accrue at the following rates:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3 years</td>
<td>96 hours</td>
</tr>
<tr>
<td>4-7 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>8-9 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>10-11 years</td>
<td>160 hours</td>
</tr>
<tr>
<td>12-14 years</td>
<td>176 hours</td>
</tr>
<tr>
<td>15-16 years</td>
<td>184 hours</td>
</tr>
<tr>
<td>17-19 years</td>
<td>192 hours</td>
</tr>
<tr>
<td>20+ years</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

Section 15.2. Probationary Employee Requirement. Vacation 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 Vacation leave accrual.

Section 15.3. Maximum Accrual. Vacation leave may be accrued to a maximum of four-hundred (400) hours. No Vacation leave accrued will be added to an employee’s
Vacation leave benefit when the maximum accrual has been obtained, unless for operational reasons the request for leave was denied by the Employer. In this instance, the employee may continue to accrue leave beyond the maximum so long as the employee utilizes enough leave to bring his or her leave accrual balance to equal or below the maximum accrual threshold within a timeframe mutually agreed to by the employee and his/her supervisor.

Section 15.4. Vacation Bidding.

(a) Requests 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. Requests 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 will return a copy to the employee. If no response is returned within two (2) weeks of the Supervisor receiving 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 be approved at the sole discretion of the employee’s non-bargaining unit supervisor. If no employee has already been approved for leave, requests for leave submitted within the seven (7) day time period shall be granted to one (1) employee on a first-come, first-served basis.

(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 sixty (60) days, but less than a year in advance, may be scheduled with prior approval of the Sheriff or designated representative. Leave requests commencing more than a year in advance may be scheduled with prior approval of both the Sheriff 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 Vacation leave at the rate of pay 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.

Vacation 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) Any employee working less than full-time shall receive Vacation leave 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 the annual leave accrual apply.

(b) An employee must work or be in a paid status a minimum of eighty (80) hours per month to receive Vacation leave accrual.

(c) Whereas, the Union and the County recognize the importance of employees utilizing earned Vacation 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
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- (2) Floating Holidays

Section 16.2. Holiday Benefit 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 and four (4) days of 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.

Leave does not accrue nor may it be used until the first day following the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

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. No more than forty (40) hours of sick leave may be taken for any occurrence to care for an immediate family member, unless the leave is to care for an immediate family member and such would qualify the employee for FMLA Leave.

"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 Sheriff or designee.

Section 17.4 Qualifications. An employee must work or be in a paid status a minimum of eighty (80) hours per month, within the regular work shift schedule, to receive sick leave accrual.

Section 17.5 Sick Leave Payout. For employees hired before January 1, 2011, 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.

Employees hired on or after January 1, 2011, shall not be entitled to receive any sick leave cash out.
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. For purposes of calculating leave availability, the twelve (12) month period is measured forward from the date an employee begins FMLA leave. Each time the employee takes FMLA during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. 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.

Section 19.1. Military Leave. In addition to benefits granted under USERRA, Employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

Section 19.2. Family Leave / FMLA & FLA. Family Medical leave will be allowed consistent with State and Federal law and with existing County policies and is initiated by the employee having a qualifying event.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any Employee who has worked at
least one thousand two hundred and fifty (1250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the Employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Article 13.5.

The Employer shall maintain the Employee’s health benefits during this leave. If the Employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the Employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the Employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The Employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement.

Section 19.3 Maternity Leave. Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female Employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however, the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA or otherwise entitled under disability or sick leave paid status).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the Employer’s expense. At the end of the disability leave, the Employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time. Once this paid leave is exhausted, the Employee’s leave may be switched over to unpaid leave.

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. The County shall pay a maximum contribution as identified below, per month, for each eligible employee for medical, dental, vision, and life insurance coverage. 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 or, with the provision of adequate notice to the County, applied to the premiums of such other carrier or carriers as designated by the Union.

The County contribution for Health & Welfare Insurance shall be:

1). Effective January 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.

2). Effective January 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.

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

Eligible employees are those working or compensated for eighty (80) hours or more per month during the calendar year. 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. Time missed from work due to a worker's compensation claim will be considered as time worked for employee group insurance and vacation purposes for a maximum of twelve (12) months.

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

The following Process and Allowances will be applicable to appropriate personnel:

Section 25.1 Quartermaster System: Effective upon ratification of this agreement, a quartermaster system shall be instituted for the acquisition, issuance and replacement of uniforms and equipment. The County shall administer this system. Corrections and Support Staff employees shall be issued, upon hire or lateral transfer, at County expense, applicable and appropriate uniform items listed in Attachment C to this agreement. Such items are additionally referenced in MCSO Policies 601, 602 and 603. The issuance shall include all accoutrements and embroidery associated with the proper wear and appearance standards established by policy. Subsequent issue of uniform(s) or items related thereto or other equipment listed will be for the purpose of replacement or newly introduced items. Serviceability determination of items for direct exchange will err to the side of maintaining a high standard of appearance and positive reflection of the MCSO to the community.

Section 25.2 Management Authority: The County and Union have jointly developed the list of minimum required/issued uniform items and equipment contained within Attachment C, which may be amended by mutual agreement. The Sheriff retains final authority on wear and appearance standards as well as acceptable quality standards of issue items. Revisions or amendments to the Quartermaster system or standards shall be in writing.

Section 25.3 Optional Items: The County shall not require employees to purchase, at employee expense, optional uniform or equipment items. Additionally, the County will not restrict or discourage employees from voluntarily purchasing and wearing optional equipment items authorized by MCSO Policy. It is understood that optional items that do
not meet appearance standards or serviceability requirements will be retired upon notice of failure to meet standards.

Section 25.4 Uniform and Equipment Accountability: The County has sole responsibility for record keeping of uniform and equipment items issued through quartermaster to employees, with the exception of individual weapon/sidearm and accompanying ammunition magazines. All quartermaster items issued shall be returned to the County upon separation of employment or transfer out of the MCSO unless otherwise indicated by current retention schedule or by the Sheriff.

Section 25.5 Weapon Allowance: The County will provide newly hired Corrections Officers and other designated armed employees with an initial stipend of five hundred and fifty ($550) dollars specifically for the acquisition of a County approved duty weapon or sidearm and appropriate ammunition magazines. The weapon must meet the criteria established by the Sheriff through published policy. Weapon repairs due to damage or loss due to working conditions shall be at the expense of the County. Weapons will be reviewed for serviceability during range opportunities by the department Firearms Instructor. A weapon found to be unserviceable during this review shall be replaced by the County through a one-time reissue of the initial stipend to the employee provided the weapon was damaged or became unserviceable as a direct result of department directed use. Damage incurred through personal use outside of that directed by the department shall be exempt from this replacement policy.

Section 25.6 Uniform Maintenance Allowance: All Corrections and Support Staff employees shall receive a monthly uniform maintenance allowance of thirty-five dollars ($35.00).

Section 25.7 Uniform and Equipment Replacement: The County will replace quartermaster issued equipment and/or authorized personal items lost due to working conditions, damaged or destroyed beyond normal wear and tear while on duty upon request of the employee, subject to provisions of 25.1 above. Items lost to evidence seizure in work related instances shall be replaced upon employee request provided documentation of the seizure is provided. Items for replacement in the above circumstances and through normal wear and tear shall be submitted to the employees Sergeant or Supervisor who will review the request and condition of the article and make a recommendation to the appropriate approving authority. Serviceability or appearance decisions will be based on whether the items appearance is frayed, faded, torn, threadbare, worn out or repairs are unsightly and apparent to the naked eye. Soft body armor shall be replaced when unserviceable, but not later than the serviceable life date established by the manufacturer.

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

Unless otherwise indicated, this Agreement shall be effective upon the signing of the Agreement and shall remain in full force and effect up to and including the 31st of December 2015. 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 extended for a period of one year.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th day of Sept., 2013.

BOARD OF COUNTY COMMISSIONERS MASON COUNTY

Randy Neatherlin, Chair

Tim Sheldon, Commissioner

Terri Jeffreys, Commissioner

WOODWORKERS LOCAL W38, I.A.M.

Aaron Arnold President

MASON COUNTY SHERIFF'S OFFICE

Casey Salisbury, Mason County Sheriff

Attest:

Shannon Goudy, Clerk of the Board
ATTACHMENT “A” - WAGES

2013 Wages Reflected – wages adjusted consistent with Section 11.1

Step Progression:
Step 1 – 0 to 1 Year
Step 2 – 1 to 2 Years
Step 3 – 2 to 3 Years
Step 4 – 3 to 4 Years
Step 5 – 4 to 5 Years
Step 6 – 5 to 6 Years
Step 7 – 6+ Years

<table>
<thead>
<tr>
<th>Step</th>
<th>Corrections Officer</th>
<th>Corrections Sergeant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2,983</td>
<td>4,498</td>
</tr>
<tr>
<td>2</td>
<td>3,184</td>
<td>4,593</td>
</tr>
<tr>
<td>3</td>
<td>3,390</td>
<td>4,686</td>
</tr>
<tr>
<td>4</td>
<td>3,598</td>
<td>4,779</td>
</tr>
<tr>
<td>5</td>
<td>3,803</td>
<td>4,869</td>
</tr>
<tr>
<td>6</td>
<td>4,006</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>4,211</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step</th>
<th>Community Service Officer</th>
<th>Control Room Operator</th>
<th>Food Service Coordinator</th>
<th>Animal Control Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2,549</td>
<td>2,551</td>
<td>2,961</td>
<td>3,064</td>
</tr>
<tr>
<td>2</td>
<td>2,687</td>
<td>2,687</td>
<td>3034</td>
<td>3,272</td>
</tr>
<tr>
<td>3</td>
<td>2,823</td>
<td>2,825</td>
<td>3,104</td>
<td>3,486</td>
</tr>
<tr>
<td>4</td>
<td>2,960</td>
<td>2,961</td>
<td>3,176</td>
<td>3,697</td>
</tr>
<tr>
<td>5</td>
<td>3,102</td>
<td>3,103</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>3,243</td>
<td>3,244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>3,392</td>
<td>3,393</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step</th>
<th>Records Specialist</th>
<th>Financial Assistant</th>
<th>Clerk</th>
<th>Civil Clerk</th>
<th>Accountant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2,956</td>
<td>3,182</td>
<td>2,471</td>
<td>3,107</td>
<td>3,256</td>
</tr>
<tr>
<td>2</td>
<td>3,019</td>
<td>3,313</td>
<td>2,611</td>
<td>3,173</td>
<td>3,326</td>
</tr>
<tr>
<td>3</td>
<td>3,081</td>
<td>3,450</td>
<td>2,751</td>
<td>3,238</td>
<td>3,394</td>
</tr>
<tr>
<td>4</td>
<td>3,141</td>
<td>3,589</td>
<td>2,888</td>
<td>3,301</td>
<td>3,459</td>
</tr>
<tr>
<td>5</td>
<td>3,207</td>
<td>3,736</td>
<td>3,027</td>
<td>3,369</td>
<td>3,533</td>
</tr>
</tbody>
</table>
ATTACHMENT “B” – GRIEVANCE FORM

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) Alleged Violated: (Article/Paragraph/ Policy):
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Remedy/Relief Sought:
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Statement (Issue/Facts):
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
GRIEVANCE FORM CONTINUATION SHEET

*Attach continuation sheet(s) and statement(s) to this form as needed

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Employee Signature/Date:
________________________________________________________________________
__________________________________________, 20___

Supervisor Signature/Date:
________________________________________________________________________
__________________________________________, 20___
ATTACHMENT “C” – UNIFORM LISTING

<table>
<thead>
<tr>
<th>UNIFORM ITEM</th>
<th>C/SGT</th>
<th>C/O</th>
<th>CSO</th>
<th>Animal Ctrl</th>
<th>Lntrvl Rm</th>
<th>Food Svc</th>
<th>Admin Suprt</th>
<th>Maternity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirt, LS, Class A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trousers, Slack, Class A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt, Trouser, W/ Brass buckle</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tie, Necktie, Class A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clasp, Necktie, Class A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirt, SS, Class B</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trousers, BDU Type, Class B</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jacket, Gore-tex</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rain Gear, Set</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hat, Baseball type, Sheriff</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jumpsuit Tactical</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boots, Pair</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nameplate, Class A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name Tag, Cloth Class B</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoulder Patch, MCSO</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Flag Patch</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collar Insignia MCSO, Set</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rank Insignia, Collar, SGT, Set</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rank Insignia, Sleeve, SGT</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt, Duty, Leather</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holster, Leather, Wpn. Spec.</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magazine Pouch, Leather, 2 mag</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handcuff Case, Leather</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handcuffs, Swivel or Hinge</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handcuff Key, Long Stem</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Ring Holder/Silencer Tactical</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glove Case</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mace Holder</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flashlight</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt Keepers</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baton Ring</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vest, Body Armor, W/ Trauma Plate</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirt, Polo Style</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pants, Cargo Style</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt, leather, Basket Weave</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jacket, Vest: Sweater or Tunic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirt/Blouse, Gender Specific</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skirt, Uniform, Female Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slacks, Uniform</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt, Trouser, Black</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoes, Admin. Appropriate, Pair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Community Service Officers (CSO) assigned to Weapons Screening will also receive additional issue of the following items:

Belt, Duty, Leather
Handcuff Case, Leather
Handcuffs, Swivel or hinge
Handcuff Key, Long Stem
Mace Holder
Flashlight
Vest, Body Armor, W/Trauma Plate
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
Employer Name
411 N FIFTH ST
Address
SHELTON, WA 98584
City State Zip Code

WOODWORKERS LOCAL LODGE W38 I.A.M.
Labor Organization (Union) Name
P.O. BOX 98
Address
SHELTON, WA 98584
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01/01/2013 to: 12/31/2015

□ New Account □ Renewal — Account No. 126950 Approximate No. of Covered Employees 45

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.

COVERAGE 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>
<th>WT-100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life/AD&amp;D</td>
<td>A - $30,000</td>
<td>B - $15,000</td>
<td>C - $5,000</td>
<td>$1,038.65</td>
</tr>
<tr>
<td>Time Loss</td>
<td>A - $400/week</td>
<td>B - $300/week</td>
<td>C - $200/week</td>
<td>D - $100/week</td>
</tr>
<tr>
<td>Disability Waivers</td>
<td>Additional 9 months Disability Waiver of Contributions - Medical only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Medical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental Plan</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Dental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vision Plan</td>
<td>EXT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Vision</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Monthly Rate

$1,038.65

Will there be any coverage changes before the Collective Bargaining Agreement’s expiration? □ Yes □ No. If yes, attach a Subscription Agreement for each change. (POSSIBLY)

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

Contributions above are effective (month, year) JANUARY 1, 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

Title/Assn HUMAN RESOURCES Date 9/6/13
DIRECTOR

For Union

Title Pres 6 W38 Date 9/12/13
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 age 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 04/09)