COLLECTIVE BARGAINING AGREEMENT

January 1, 2014 – December 31, 2016

BETWEEN

MASON COUNTY ENGINEERS' GUILD

ENGINEERS GUILD

AND

MASON COUNTY PUBLIC WORKS & MASON COUNTY SUPPORT SERVICES
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PREAMBLE

This Agreement entered into by the Board of Mason County Commissioners, the Public Works Department and the Support Services Department, hereinafter referred to as the "County," and the Mason County Engineers' Guild, hereinafter, referred to as the "Guild," has as its purpose the promotion of constructive relations between the County and Guild, as both provide services to the citizens of Mason County. It is also the intent of both parties to establish equitable procedures for the purpose of resolving areas of difference.

The County and the Guild agree that the effective, efficient and uninterrupted performance of governmental service to the community is their common objective. In order to assist them in achieving that objective, this Agreement represents the establishment of fair and reasonable compensation and working conditions for the employees in this bargaining unit through the collective bargaining process. The County and the Guild recognize that the success of these objectives depends upon the County's success in establishing the service, upon the ability and creative contributions of the employees, and upon the joint efforts of both parties in improving the service. Therefore, the County and the Guild encourage, to the greatest degree possible, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 – DEFINITIONS

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

1.1 Bargaining Unit (Guild) shall be Mason County Engineers Guild.

1.2 County shall mean the Board of Mason County Commissioners, and the Mason County Public Works and Support Services Department, as identified in the Preamble to this Agreement. Correspondingly, "Director" may refer to the Public Works Director or the Support Services Director and the Deputy Director or Designee is also as appropriate to the authorizations within that respective Department.

1.3 Employee shall mean a person occupying a position and paid a salary or wage by the County and who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Court under a written personal services or consultant contract or agreement. Types of employment are defined in Article 5.

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

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

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

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

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

1.10 Working Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION
The County recognizes the Guild as the sole bargaining agent for the purpose of negotiations on matters of wages, hours and working conditions for those employees defined in the Public Employment Relations Commission Decision No. 1236 - PERC, and as provided in RCW 41.56, and WAC 391 - 25.

The Guild hereby agrees and represents to the County that the Guild is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that the Guild and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

There shall be no solicitation of employees for Guild membership during working hours. Any employee who does so may be subject to disciplinary action.

2.2 NEW CLASSIFICATIONS
When new Regular or Temporary positions are created within the Department or the classifications listed in Article 9.1, the Guild will be notified of the pending action prior to hire.

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

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

The parties agree that new classification(s) designated and approved by the County to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).
If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Guild salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

ARTICLE 3 – Guild SECURITY

3.1  MEMBERSHIP
The Guild is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The County shall be free to hire necessary employees where and when it chooses, subject to other provisions of this Agreement, without regard to Guild membership, provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing in the Guild. It shall also be a condition of employment that all employees covered by this Agreement shall on the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement become and remain members in good standing in the Guild; provided, however, where the effective date of the Agreement is made retroactive, the words "executed date" shall be substituted for the words "effective date" in the foregoing Guild Security Clause.

The County shall inform candidates for positions within the bargaining unit of the Guild Security requirement.

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

3.2  DUES DEDUCTION

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

In accordance with RCW 41.56.122, employees covered by this Agreement who based on bona fide religious tenets or teachings of a church or religious body of which they are a member have the right of non-association, shall contribute an amount equivalent to regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
The County further recognizes that employees may, at their discretion, pay a service fee in lieu of Guild membership dues, consistent with law. The Guild accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

If any employee does not have a check coming or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Guild agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence.

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

3.3 BARGAINING UNIT ROSTER
The County will provide the Guild with a list of all employees within the bargaining unit on an annual basis. The County will also provide to the Representative or Officer the name and other pertinent information regarding new hires upon request.

The Guild agrees to supply Human Resources with current lists of Officers and stewards. The County will recognize the Officers and stewards as soon as the list is received, in writing, by Human Resources.

3.4 NONDISCRIMINATION – GUILD ACTIVITY
Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Guild. No employee shall be discharged or discriminated against for upholding Guild principles, fulfilling duties as an Officer in the Guild or serving on a Guild committee.

ARTICLE 4 – GUILD / COUNTY RELATIONS

4.1 GUILD ACCESS
Authorized representatives of the Guild shall have access to the County’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no disruption of the County’s business operations.

4.2 FACILITY USE
The conduct of Guild business on County time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Guild member or Officer shall use County’s equipment in the conduct of Guild business.

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

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

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

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

4.4 ORIENTATION
During the new employee orientation process, the County will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Guild contact information.

4.5 BULLETIN BOARDS
The County will provide a bulletin board for Guild use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Guild by-laws, notices of employee social occasions, similar Guild notices, letters, and memoranda. All material shall be signed by an Officer of the Guild. Guild will limit the posting of any material on the County's premises to its bulletin board.

4.6 CONTRACT DISTRIBUTION
The Guild will provide access to a copy of this Agreement to each new and current employee in the unit.

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

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

4.9 GUILD BUSINESS
Compensable Guild business shall be defined as meeting with an authorized County representative who schedules a meeting during normal business hours when it is necessary for a duly authorized Officer of the Guild (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the
presence of a Guild official. When reasonably possible, the Guild representative will notify their Supervisor or designee when they are requested to attend a Guild meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the Officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Guild business will not be conducted on County time.

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

Time spent preparing for and attending meetings during the Guild representative’s non-working hours shall not be considered as time worked and shall not be subject to compensation. Additionally, time spent by Guild representatives and/or employees in activities which do not concern the business of the Employer shall not take place during working hours.

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

**ARTICLE 5 – EMPLOYMENT**

5.1 **Probationary Periods**

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

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

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

Trial Service Period - Reclassified and promoted employees shall serve a six (6) month trial service period in their new position. Employees may elect to revert to their previous job classification and position within thirty (30) calendar days of the effective date of their reclassification or promotion. After this time, if an employee fails to obtain regular status in the higher position, the employee shall be returned to their previous position if it is vacant. If the position is not vacant or if it has been abolished, such employee will be laid off and shall be eligible for recall in accordance with Article XVI, except that the employee may not bump into the position of another employee. Employees on trial service shall be paid the appropriate established salary for that position and if reverted, either voluntarily or by assignment of their supervisor, will return to their previous salary (including any
adjustments due, e.g., salary increase, step increases, etc.). An employee who reverts back to his/her former Guild bargaining unit position pursuant to this section may have his/her Guild seniority restored minus the time away from the employee’s former bargaining unit position.

5.2 **Types of Employment**

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

5.2.2 **Regular Part-Time Employees:**
A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked. Medical benefits are consistent with Article 15.1.

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

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

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

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

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

5.2.4 **Extra Help / On-Call Employees:**
An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and
forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

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

5.3 **Contractors**
The County will make good faith efforts to assign bargaining unit work to employees covered by this Agreement. “Contractors” who are not employees of the County will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

Should the County consider Subcontracting, upon the request of the Guild Representative, the parties shall meet to allow the Guild an opportunity to review the County’s financial reasons for considering subcontracting and to present any alternative means of cost-savings besides subcontracting for the County to consider. Although the County has the final decision on whether to subcontract, that decision must be based on economic response after considering alternatives presented by the Guild. If the County determines that subcontracting is necessary, the County shall negotiate with the Guild the effects of subcontracting upon members of the bargaining unit.

5.4 **Students / Interns**
Student and Internship programs may be created by the County provided such does not take work away from budgeted classifications represented by the Guild, the Guild is provided notice and, upon request by the Guild, the County meets with the Guild to discuss the impacts and benefits of the program.

**ARTICLE 6 – HOURS OF WORK AND OVERTIME**

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

6.2 **Work Schedules**
Workday – Workweek. For regular full-time employees, the workweek shall normally consist of forty (40) hours of time scheduled within a seven (7) consecutive day period. Work hours for full-time employees covered by this Agreement shall normally be eight (8) hours each workday between 6:00 a.m. to 6:00 p.m., as scheduled by the Director or Deputy Director, unless the Director establishes an alternate work schedule pursuant below.

A. The regular workweek shall normally consist of five (5) consecutive workdays with two (2) consecutive days off.

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

C. Regular part-time employees normally are scheduled to work less than forty (40) hours per workweek.

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

Alternate Work Schedules. Workweeks and work shifts of different numbers of hours and/or workdays may be established by the Director in order to meet business and customer service needs or in response to budgetary demands. Employees may be assigned to an alternate work schedule (such as 4/10 or 9/80) with four (4) working days’ notice from the Director or Deputy Director. Less than four (4) working days’ notice may be given if mutually agreed between the employee and Director or Deputy Director. Employees may request an alternate work schedule, which is subject to approval by the Director or Deputy Director.

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

6.4 Overtime
For overtime-eligible employees, overtime shall be those hours worked in excess of forty (40) hours in a workweek. Such hours shall be compensated at a rate of one and one-half (1 1/2) times the employee’s straight-time hourly rate. All overtime shall be pre-approved by the Director or Deputy Director. Overtime compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Overtime shall be compensated for and accounted for in six (6) minute increments (i.e. to the nearest one-tenth of the hour).

Time compensated shall be considered as time worked for purposes of this Article.

Any work on a Sunday that is required by the Manager and which falls outside of the employee’s regular workweek or work schedule shall be compensated at two times the employee’s regular hourly rate of pay.

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

6.5 Compensatory Time
The Director or designee may authorize compensatory time in lieu of overtime compensation and, if so, the employee shall receive compensatory time at the rate of one and one-half (1 1/2) their regular rate of pay for all overtime hours worked. Compensatory time earned may not exceed eighty (80)
hours at any point in time. Employees shall receive overtime compensation whenever their accrued compensatory time reaches the eighty (80) hours maximum.

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

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Nondiscrimination
Mindful of their legal and moral obligations, the parties agree that in their service to the public they will provide equal treatment and respect for all including the public, as well as the parties to this Agreement.

Under this Agreement, neither party will discriminate against employees on the basis of race, sex, age, marital status, color, creed or religion, national origin, political affiliation, veteran status, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of participation in or lack of participation in Guild activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

All references to gender in this Agreement are intended to refer equally to male and female.

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

7.2 Job Posting
Prior to public advertisement, all job vacancies within the bargaining unit shall be posted for seven (7) calendar days to allow current Guild members the first opportunity to apply for the position. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the Department to whom the position will report and the application process. Guild positions will be identified as such.

Employees in the bargaining unit will be considered for a promotion or transfer subject to their capabilities and qualifications to perform the work, before considering a candidate from outside the bargaining unit.

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

A) Promotion is a change of an employee from a job classification to a different job classification which is compensated at a higher salary range.
B) Transfer is a change of an employee from a job classification to a different job classification which is compensated at the same salary range.
C) Demotion is a change of an employee from a job classification to a different job classification which is compensated at a lower salary range.
Any employee who is promoted or reclassified into a higher-level-job classification will be placed at the step in the new pay range (on the salary plan) that provides at least a five percent (5%) wage increase.

Employees who promote, transfer or voluntarily demote to another job classification within their Department shall serve a six (6) month trial service period in their new position.

7.4 **PERSONNEL FILE / POLICIES**

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

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

Conditions of hiring, termination change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The County’s failure to abide by this Article pertaining to personnel file access shall not affect the County’s ability to proceed with the merits of discipline or discharge but may be a separate Guild grievable matter and any grievance time-lines will be correspondingly extended.

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

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

7.5 **EVALUATIONS**

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

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.
7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

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

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

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

7.6 DISCIPLINE / CORRECTIVE ACTION
The County agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

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

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,
- suspension without pay;
- demotion; or
- discharge.

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

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee’s signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

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

The County will notify the Guild in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.
The County 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 Guild representative at such an interview. Upon request, they shall be afforded a Guild representative. The County will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

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

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

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

7.6.1 That the County did forewarn employee of possible consequences of conduct;

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

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

7.6.4 That the County conducted its investigation objectively;

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

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

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

ARTICLE 8 – SENIORITY

8.1 Definitions

The County recognizes the principal of seniority within the Guild. Seniority within the Guild, by job classification, shall be one of several factors considered for hiring, promotion, layoff, and any other appropriate application.
Classification Seniority: the service time spent in a job classification within the bargaining unit.

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

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

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

Other Definitions:

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

8.1.2 Continuous Service
Means uninterrupted employment with the County subject to the following provisions:

1. Continuous calendar-based service shall include uninterrupted employment.

2. Continuous service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment.

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

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

8.1.5 Layoff Alternatives
A number of alternatives exist for affected employees including:

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

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

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

Seniority shall be applied in the following manner:

For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit.

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

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

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

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

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

8.3 Probationary Period
Upon successful completion of the probationary period for newly hired employees, the County seniority of the Regular employee shall be established as the initial date of hire including the service during the probationary period. Classification seniority shall then be based on continuous service with the Department in that classification.

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

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

8.4.1 Resignation.
8.4.2 Discharge.
8.4.3 Retirement.
8.4.4 Layoff / Recall list of more than eighteen (18) months.
8.4.5 Failure to respond to two offers of recall to former or comparable employment.

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

Except as provided in the preceding paragraph, an employee who voluntarily accepts a regular position outside of the Guild shall lose all bargaining unit seniority with the Engineers’ Guild should the employee be rehired into a bargaining unit position at a later date.

8.5 Layoffs
A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the County or within a job classification covered by this Agreement.

For purposes of this article, a layoff is further identified as an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month (i.e. any reduction in hours which results in a regular position being less than their budgeted FTE). The County may reduce the work force because of lack of work or lack of funds.
Total Classification Seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by Guild seniority, consistent with Article 8.2.

Layoff process:

A. The County may reduce the work force because of lack of work, lack of funds, or workflow reorganization.

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

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

Before laying off any regular employee, all temporary and probationary employees within the same Department shall be laid off first, provided there is a regular employee qualified to do the work of the position and unique skills are not required.

8.6 Notice
Employees scheduled for layoff shall be given at least fourteen (14) calendar days’ written notice of the layoff.

8.7 Meeting with Guild
The Guild shall also be notified in writing of any reduction in hours proposed by the County, including the purpose, scope, and duration of the proposed reduction.

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

8.8 Affected Group
The following procedure shall apply to any layoff:

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

The least senior employee, by Classification seniority, within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the County determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.
In cases where Classification seniority within a job classification is equal, County seniority will be the determining factor. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.8.2 Volunteers
Simultaneous with implementing the provisions of the layoff procedure, the County may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees
If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

8.9 Vacant Positions
Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the Department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the County, consistent with Article 8.13.1. Within other Departments affected employees will be given consideration for vacant positions for which they are qualified.

8.10 Seniority List
The County shall update the seniority list and provide it to the Guild annually or upon request, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Guild and posted in the affected Department.

8.11 Order of Layoff
The least senior employee (by Office / Department Seniority) within the affected job classification and affected Department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the Department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

8.12 Comparable Employment
For purposes of this Article, "comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.
8.13 Layoff Options

Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position
On a bargaining unit seniority basis, to assume a vacant position in the same Department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the County for which the employee is qualified.

When a regular full-time or part-time employee is being laid off the County may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

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

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

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

Regular Employees faced with a reduction of hours shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the County. An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

8.13.3 Recall
If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a
vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the County to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the County.

8.14 REDUCTION HOURS / FTE
An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

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

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

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

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

As long as any employee remains on the recall list the County shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their Department, until all qualified employees holding recall rights to that affected classification have been offered recall.

A copy of the recall list shall be provided to the Guild, upon request.

Employees shall not lose seniority original as a result of layoff for a period of up to eighteen (18) months, per Article 8.4.4; provided, however, that neither benefits nor seniority shall be accrued during the period of layoff.

8.16 VACATION & LEAVE CASH OUTS / PAY
Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the County if the person is recalled into a regular position from the recall list and the employee did not receive a sick leave cash-out per Article 13.1. No sick leave shall accrue during the period of layoff.

If a person on the recall list is employed in a temporary position, only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

8.17 UNEMPLOYMENT CLAIMS
If laid off employees apply for unemployment compensation benefits, the County will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE.
Effective upon the signing of this Agreement through December 31, 2016, employees shall be compensated in accordance with Appendix A and as adjusted by sections A, B, and C:

A. 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 Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

B. 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 Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

C. Effective January 1, 2016 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).
Each move within a position’s salary range is determined by the employee's Annual Performance Review given by the employee’s supervisor on or before the employee’s anniversary. It will be the responsibility of the employee’s supervisor to notify, schedule and carry out the evaluation during the above time period. The anniversary date is defined as the employee’s actual date of appointment to their current job classification. The employee's actual date of hire with Mason County will always remain the same (regardless of promotion) for purposes of annual leave, sick leave, and retirement.

Step increases on the Wage Schedule will become effective at the first of the month.

9.2 Hire-In Rates
New regular employees shall normally be placed at Step 1 of the appropriate salary range (Appendix A) or placed consistent with current personnel rules. However, Management shall have the right to place new employees on the salary schedule based on management's determination of the new employee's experience level.

9.3 Shift Differential
Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 Bilingual Pay
Eligible employees shall receive Bi-Linguay pay for the certification level authorized by the Employer:

$ 75 per month for the General certification

Eligibility requirements:
(A) – The County shall determine if Bi-Lingual pay shall be utilized, the language(s) that Bi-Lingual is payable for and the number of employees eligible for Bi-lingual pay.
(B) – Bi-Linguay general through DSHS or other pre-approved accredited institution. The County, at its discretion, may choose which certification(s) are required and acceptable substitutes, such as certification from other states.

10.2 Call-Back Pay
All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site (and not adjacent to the next regularly scheduled shift), shall receive a minimum of two (2) hours’ pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate, unless an adjusted work week is mutually agreed upon per Article 6.4.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours pay at the appropriate rate of pay.
10.3 **Work in a Higher Classification and Lead Workers**
A supervisor may assign an employee to perform the majority of the primary duties of a higher job classification, when those duties are not part of the employee's current job classification, for the purpose of:

A. Providing work coverage during an authorized vacation period;
B. Providing work coverage during an authorized sick leave;
C. Providing work coverage for an authorized leave of absence; or
D. Providing work coverage for a currently vacant position.

If the employee is scheduled to work in the higher job classification for ten (10) consecutive workdays or more, the employee shall be paid at the step of the salary range for the higher classification that provides at least a five percent (5%) increase. The pay adjustment shall commence on the first day of the work out of classification assignment.

A supervisor may temporarily assign the duties of a higher level job classification to one employee or to several employees for cross-training purposes, so long as the assignment is for fewer than ten (10) consecutive workdays. There shall be no adjustment in pay during the cross-training assignment(s). However, the County may not utilize this cross-training provision in order to avoid paying for work performed outside of an employee’s regular job classification (e.g. assigning multiple rotations of “cross-training” totaling more than ten (10) consecutive workdays).

No employee shall be reduced in salary or benefits when temporarily assigned by the County to perform the work of a lower classification, except in the event of a disciplinary demotion.

**Lead Worker:** The County may designate an employee as a Lead Worker; such designation is not considered to be a “job vacancy” or “newly created position.” A Lead Worker will typically direct, oversee and/or organize the work of other employees, although the County reserves the exclusive right to make a Lead Worker designation based on other factors and rationale. The Lead Worker cannot hire, fire, or discipline other employees within the Bargaining Unit. This job classification is used at the discretion of management (and with prior approval of the Board of County Commissioners). A Department Head will post within his/her Department a notice of intent to appoint a Lead Worker. He/she will give full consideration to all departmental applicants before going outside his/her department. Any employee who acts as Lead Worker will receive an additional ten percent (10%) salary for the period of time they perform that function.

10.4 **Mileage Reimbursement**
All bargaining unit employees who are required to use their own vehicles for County business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.5 **Longevity**
The County shall provide additional monthly compensation above each eligible employee’s base salary to recognize continuous length of service as a County employee, as follows:

<table>
<thead>
<tr>
<th>Total Years of Service Completed</th>
<th>Additional Pay Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10 Years</td>
<td>0 %</td>
</tr>
<tr>
<td>11-15 Years</td>
<td>1.5 %</td>
</tr>
<tr>
<td>16-20 Years</td>
<td>3.0 %</td>
</tr>
<tr>
<td>21-25 Years</td>
<td>4.5 %</td>
</tr>
</tbody>
</table>
Eligible regular part-time employees shall receive longevity pro-rated in proportion to the hours the part-time employee is in pay status during the month as compared to that required of full-time employment.

**ARTICLE 11 - HOLIDAYS**

11.1 **HOLIDAYS**

The following is a listing of the County’s recognized paid holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Veterans' Day (Armistice Day)</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day After Thanksgiving</td>
</tr>
<tr>
<td>July Fourth</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Two (2) - Floating Holidays</td>
<td></td>
</tr>
</tbody>
</table>

For any holiday to be paid an employee must be in paid status the employee’s scheduled workday before and the employee’s scheduled workday after the holiday.

Use of a floating holiday is to be at the discretion of the employee with the approval of the Supervisor in advance of the absence. Floating holiday(s) not used by the end of the calendar year will be forfeited, unless denied on the basis of staffing needs by the County. Floating holidays shall be used in whole day increments.

11.2 **RELIGIOUS HOLIDAYS**

Employees may also take other religious holidays off with their supervisor’s approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

11.3 **HOLIDAY OBSERVANCE**

Should the holiday fall on a Saturday, the Friday preceding the holiday shall be observed as the official holiday. Should the holiday fall on a Sunday, the Monday following the holiday shall be observed as the official holiday.

11.4 **HOLIDAY ON DAY OFF**

When a holiday falls on a day that an employee is ordinarily scheduled to be off work, an alternate day off within the same workweek shall be designated as the employee’s “holiday.”

11.5 **HOLIDAY COMPENSATION**

Eligible benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule. Eligible full-time employees shall receive eight (8) hours of holiday pay. Regular part-time employees shall receive paid holidays on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment.
An employee must be in paid status the employee’s scheduled workday before and the employee’s scheduled workday after the holiday to be eligible to receive holiday pay.

**ARTICLE 12 – VACATION**

12.1 VACATION ACCRUAL

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

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

Regular and temporary part-time employees shall accrue vacation leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment, plus they must also meet the qualification for PERS participation to have vacation leave accrual apply.

The first day of the month of hire shall be the effective date of subsequent increases in the vacation leave accrual rate for employees hired between the first and the fifteenth of the month. The first day of the month following the month of hire shall be the effective date of subsequent increases in the vacation leave accrual for employees hired between the sixteenth and the last day of the month.

Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. For regular and temporary full-time or regular and temporary part-time employees, the maximum amount of vacation leave that may be accrued at any point in time is four hundred (400) hours. No vacation leave accrued will be added to an employee’s vacation leave benefit when the maximum accrual has been attained, except that the four hundred (400) hours maximum may be exceeded in any given month with prior written approval of the Director.

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

12.2 VACATION SCHEDULING

Vacation leave must be requested in writing, in advance, and is subject to the written approval of the Department Head or designee.

Vacation leave approval will be on the basis of meeting the workload requirements of the Mason County service schedule where the employee is employed.
Vacation leave accrued within the first six (6) months of employment cannot be utilized by an employee until he/she has successfully completed the initial appointment probationary requirements. An employee whose employment with Mason County terminates within the six (6) month probationary period shall not be paid for any vacation leave accrued during the probationary period.

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

12.3 Vacation Pay
Vacation leave days shall be the same as the regular workday schedule for the Division wherein the employee is employed. Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee’s vacation period, that day will be paid as a holiday and not deducted from the employee’s vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 Vacation Upon Termination
At the time of employment termination with Mason County, other than within the first six (6) months of probationary employment, each Regular and Temporary employee will be paid for any unused vacation leave, provided that no employee may receive payment for more than four hundred (400) hours.

ARTICLE 13 - SICK LEAVE

13.1 Sick Leave Accrual
Sick leave shall be accumulated for all Regular and Temporary full-time employees at the rate of eight (8) hours per month for each calendar month of continuous employment. Regular and Temporary part-time employees shall accrue sick leave on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment. Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

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

Employees hired before January 1, 2011, shall receive payment for unused sick leave upon termination of employment with fifteen (15) years of continuous County service; or upon termination of employment with Mason County when the termination is contemporaneous with retirement from an applicable Washington State Public Employees Retirement System; or upon the death of the employee, in which case payment shall be made to his/her estate. Employees hired on or after January 1, 2011, neither they nor their estate shall be eligible to receive any cash out of the employee’s accrued sick leave upon separation from County service.

13.2 Sick Leave Usage
Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. Sick leave shall be considered as a type of insurance and not as a benefit. Abuse
of sick leave shall be grounds for disciplinary action. A Department Head may require an employee to provide a written notice from the employee’s health care provider when a pattern of excessive absence and/or sick leave abuse is indicated.

Employees may use accrued sick leave for their own illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatment associated with same. Sick leave may be used by the employee for the care of immediate family members who have a health condition that requires treatment or supervision and to take immediate family members to medical and dental appointments.

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

When an employee’s sick leave necessitates more than three (3) consecutive days of leave from work, the employee may be requested to provide the written verification that he/she has been under the care of a medical doctor or other bona fide practitioner.

An employee may be required to provide a written notice from the employee’s health care provider when a pattern of excessive absence and/or sick leave abuse is indicated. Abuse of sick leave shall be grounds for disciplinary actions.

Sick Leave cannot be taken before it is actually earned.

13.3 Shared Leave
The County may permit an employee to receive donation of vacation, sick or comp time consistent with the then current Shared Leave policy.

13.4 Coordination - Worker’s Compensation
In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the County, Worker’s Compensation Act or similar legislation by the State of Washington or other governmental unit, the County shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the County if able to work.

SICK LEAVE - ADJUSTMENT FOR WORKER’S COMPENSATION:

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

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

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

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

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

F. Nothing herein pertains to a permanent disability award.

G. If any employee has no sick leave accumulated, vacation leave may be substituted.

13.5 Family Member
Sick leave may be utilized as referenced above in this article for immediate family requiring the employee’s attendance.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 In General
Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

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

14.2 Jury Duty / Court
An employee, who is required to serve on a jury or as a result of official County duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

14.3 Military Leave
All Regular and Temporary employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

14.4 Bereavement
Employees will be provided up to three (3) days of paid bereavement leave in the event of the death of an immediate family member. A day of bereavement leave shall be in accordance with the employee’s regularly scheduled workday. Immediate family includes only persons related by blood or marriage or legal adoption. These individuals are, for purposes of this article: wife, husband, parent, grandparent, brother, sister, child or grandchild, grandmother-in-law, grandfather-in-law,
mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, nieces, nephews, cousins, aunts, and uncles of the employee. Other relationships may be approved at the discretion of the Director or designee. Upon request, two (2) days of accrued sick leave shall be granted. Additional time off may be requested and charged to compensatory time, floating holiday or annual leave, as approved by the Director.

14.5 Maintenance of Seniority
The County shall adjust the employee’s anniversary date to reflect any period of unpaid leave. Seniority shall continue to accrue and the employee’s anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 Leave Without Pay
An employee may request a leave of absence without pay for up to a period of (1) year to accommodate recovery from a long-term illness or injury. Other leave of absence requests are limited to six (6) months.

If a medical leave of absence without pay is granted, the employee shall have return rights to his/her previously held position. Return rights for any other leave of absence shall be limited to three (3) months. If the previously held position has been abolished during the leave of absence, then the employee shall have return rights to a similar position (a position in the same classification at the same salary level) if there is a vacancy. If there is no vacant similar position, the employee shall be placed on the recall list, pursuant to Article XVI, Seniority, Layoff and Recall.

An employee on leave of absence may be affected by a lay-off in the same manner as if the employee were working.

Leave of absence without pay is not creditable towards seniority and seniority related benefits, except as identified above in Article 14.5 for identified legally protected leave such as FMLA and Military. An employee who takes a leave of absence without pay shall have his/her date of hire for seniority purposes adjusted for the same duration of time as the period of leave without pay. Step increases are based on duration of employment and will be adjusted accordingly. General salary increases are not based upon duration of employment and will not be adjusted in this manner. The employee’s seniority for purposes of vacation accrual, promotion and layoff would be adjusted in the same amount as the duration of the leave without pay. In the unlikely event an employee was granted a leave without pay during his/her probationary period, the probationary period would be extended for the same duration as the leave without pay.

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

14.7 Family Leave – FMLA
Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Articles 1 and 13.2
The County 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 County 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 County 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. Upon the employee’s election, any accrued comp time may be utilized prior to any period of unpaid leave.

The County will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

14.8 Maternity Leave
Consistent with WAC 162-30-020, the County 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 County has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the County’s expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay as provided by law. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee’s leave may be switched over to unpaid leave.

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

**ARTICLE 15 – HEALTH & WELFARE**

15.1 Health and Life Insurance
The County shall contribute as below each month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
A. 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.

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

C. Effective January 1, 2016 the contribution shall be increased by the greater of either Five percent (5%) or as a “me-too” / equivalent to the average negotiated County contribution as reflected by other non-interest arbitration bargaining unit’s collective bargaining agreements.

Eligible benefitted employees are those Regular and Temporary full-time and Regular and Temporary part-time employees compensated for eighty (80) hours or more per month during the calendar year. Part-time employees hired after January 1, 2014 will have the benefits of this Article prorated to FTE and adjusted by actual hours worked effective upon the date of such language being approved under the County’s Personnel Policy.

Absent other written notice by the Guild, this contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B, and current County vision, dental, and life insurance plans.

In the event the County’s maximum monthly contribution is insufficient to provide 100% of the total Health and Welfare premiums as referenced in Section 1, above, the priority of order for full County payment shall be as follows: (1) Life Insurance, (2) Vision, (3) Dental, and (4) Medical.

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

The County shall provide an Employee Assistance Program benefit for all bargaining unit employees.

15.2 RETIREMENT
Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

ARTICLE 16 - TRAINING

16.1 TRAINING
Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

16.2 TRAINING REIMBURSEMENT
Compensation associated with training or representation of the County on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.
ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE
In order to facilitate effective communication between the County and the Guild, the parties may form a Labor Management Committee (LMC) to meet during working hours at a time that is mutually agreeable to the parties. Matters discussed at these meetings shall be general in nature, affecting the Employer and the bargaining unit. The meetings shall not be used to supplant the grievance procedure, circumvent the collective bargaining process, or to air individual employee concerns. Participation in the LMC shall not unduly disrupt the Employer’s operation.

Policy Work Groups - The Guild will be given an opportunity to designate participants to Policy Work Groups related to employment policies. Policy Work Groups will be chaired by Human Resources. Policy Work Group participants will not negotiate on behalf of the Guild regarding employment policies that would impact wages, hours and working conditions.

17.2 COMPOSITION OF COMMITTEE
The Labor Management Committee meetings will include representatives of the County and representatives appointed by the Guild, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION
All meeting time spent by members of the joint Labor-Management Committee will be considered time worked and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE
The County is responsible for maintaining a safe and healthful workplace. The County shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor’s review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

A place will be provided for employees to lay down if any become ill on the job. Such facility shall have a cot and shall be screened from view of the surrounding area. It shall be well lit and ventilated. Reasonable first aid materials shall be kept on hand for emergencies. The parties agree there is no room of this type available at this time, but the County shall make every effort to provide such a room as soon as possible.
18.2 **Health & Safety Plan**
The County shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

18.3 **Drug Free Workplace**
The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that County will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

**Fitness For Duty** – If a supervisor or manager reasonably suspects, through observation, that an employee may physically incapable of performing the essential functions of the job and/or may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the County’s Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the County’s substance abuse policy.

18.4 **WorkPlace Violence**
The County is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

19.1 **Grievance Defined**
A grievance is an allegation by an employee, group of employees or the Guild that there has been a violation, misapplication or misinterpretation of this Agreement. The purpose of this grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal.

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

19.2 **Grievance Procedure**
The commitment of the County and the Guild is to resolve any grievance at the lowest possible level of supervision. References to the Director or Deputy Director shall mean the individual to whom the employee’s work unit and manager(s) report, or the person designated to act in his/her capacity. Any time limits stipulated in this grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement, in writing, with copies to the County, the Guild and the aggrieved employee(s).
Failure by an employee and/or the Guild to comply with any grievance time limitations shall constitute withdrawal of the grievance. Failure of the County to comply with any grievance time limitations shall permit the Guild or the employee to advance the grievance to the next step in the grievance procedure.

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

Grievance Procedure:

**Step 1.** Before filing a written grievance, the employee and/or a representative of the Guild shall discuss the problem with the employee’s immediate supervisor within five (5) working days from the date of the incident giving rise to the grievance or the date the employee or representative knew or reasonably could have known of the alleged incident. If the grievance is not able to be resolved informally, then a formal grievance may be filed at Step 2.

**Step 2.** A written grievance must be filed with the Director or Deputy Director within seven (7) calendar days of the meeting between the supervisor and employee/Guild representative, as described in Step 1 above. The written grievance shall include the following:

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

Within ten (10) calendar days of receiving the written grievance, the Director or Deputy Director shall schedule a meeting with the employee and Guild representative to hear and seek to resolve the grievance. The Director or Deputy Director shall provide a written response to the employee and the Guild Representative within fourteen (14) calendar days of the meeting. A copy of the grievance and written response also shall be filed with the Human Resources Department.

If the grievance is not resolved at Step 2, the Guild may advance the grievance to Step 3.

**Step 3.** The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director shall schedule a meeting with the employee, Guild Representative, and Director or Deputy Director to hear and seek to resolve the grievance. The Human Resources Director shall provide a written response to the grievance within fourteen (14) calendar days of the meeting. The written response shall be provided to the employee, Guild representative and the Director or Deputy Director.

If the grievance is not resolved at Step 3, the grievance may be advanced to Step 4.

**Step 4.** If the grievance is not resolved as provided in Step 3, above, the Guild representative may submit the grievance to a grievance committee. The committee shall consist of one member appointed by the Guild and one member appointed by the County. The two members shall then select a third impartial member. The Grievance Committee shall hear the grievance within fourteen (14) calendar days of the decision rendered in Step 3. The Grievance Committee shall confer in executive session following presentation by the parties of the arguments in the grievance and shall render a decision either affirming or denying the grievance. A member of the Grievance Committee shall issue a written decision to the parties within fourteen (14) calendar days of these proceedings. A copy
of the written decision, which shall be binding upon the Guild and the County, shall be provided to the aggrieved employee(s), Guild representative, Director or Deputy Director and the Human Resources Director.

19.3 **GUILD/COUNTY GRIEVANCE**
Either the Guild or the County may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the County/employees became aware or reasonably should have known that the grievance existed. The County 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. A County grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Guild may initiate a Grievance at Step 2 anytime that it involves a group of employees involving different supervisors or from different Departments. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 **SCHEDULE OF MEETINGS**
Upon request, and without unnecessary delay, a steward’s immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other County representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Guild and/or employees on County premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The County shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

**ARTICLE 20 - NO STRIKE/NO LOCKOUT**

20.1 **NO STRIKE/NO LOCKOUT**
The Guild agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the Department. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The County shall not lockout any employee during the life of this Agreement.

**ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

21.1 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**
Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County reserves all customary management prerogatives including the right to:

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

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

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

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

E. Discipline employees for just cause.

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

G. Assign work and schedule employees.

H. Establish work rules and rules of conduct.

I. Evaluate employee performance.

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

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

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

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

Should any part or any provision in this Agreement be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions of the Agreement, which shall remain in full force and effect throughout the term of the Agreement. The County and the Guild may meet within thirty (30) calendar days for re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE
This Agreement shall become effective January 1, 2014 and shall remain in full force and effect through December 31, 2016.

This Agreement may be modified during its term by mutual agreement of both parties concerned. Such mutual agreement shall be reduced in writing and shall be incorporated as a part of this Agreement.

The existing contract shall remain in effect until a successor contract is signed, or until one year from the termination of this Agreement.

23.2 ENTIRE AGREEMENT
The Agreement expressed herein in writing constitutes the entire agreement between the parties and any past practice or past agreement between the parties prior to the effective date of this Agreement—whether written or oral—is null and void unless specifically preserved in this Agreement.

SIGNATURES

DATED this 15 day of May.

MASON COUNTY ENGINERS GUILD

Nicole Burgess
Representative

Tim Rhoades
Representative

BOARD OF COUNTY COMMISSIONERS MASON COUNTY, WASHINGTON

Terri Jeffreys
Chair

Tim Sheldon
Commissioner

Randy Neatherlin
Commissioner

Approved as to form:

Timothy Whitehead
Chief Deputy Prosecuting Attorney
## APPENDIX A – 2014 Salary Scale

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</table>
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 NORTH FIFTH ST
Address

SHELTON, WA 98584
City State Zip Code

MASON COUNTY ENGINEERS' GUILD
Labor Organization (Union) Name

411 NORTH FIFTH ST
Address

SHELTON, WA 98584
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties’ Collective Bargaining Agreement is in effect from: JANUARY 1, 2014 to: DECEMBER 31, 2014

☐ New Account ☑ Renewal — Account No. 107167 Approximate No. of Covered Employees

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.)

<table>
<thead>
<tr>
<th>COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)</th>
<th>Monthly Rate</th>
</tr>
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<tbody>
<tr>
<td>Medical Plan</td>
<td>Monthly Rate</td>
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<td>A</td>
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<tr>
<td>B</td>
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<td>C</td>
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<tr>
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<td>D</td>
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<td>Disability Waivers</td>
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<td>Domestic Partners</td>
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<td>Domestic Partners - Medical</td>
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<td>Dental Plan</td>
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<td>A</td>
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<td>Domestic Partners</td>
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<td>Vision Plan</td>
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<td>EXT</td>
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<td>Domestic Partners</td>
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<tr>
<td>Domestic Partners - Vision</td>
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</tr>
</tbody>
</table>

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

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

Contributions above are effective (month, year) 06. 2014 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: [Signature]

Title/Assn: HUMAN RESOURCES Date 5/27/14

For Union: [Signature]

Title: GUILD REF Date 5/29/201