COLLECTIVE BARGAINING AGREEMENT


BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

MASON COUNTY GENERAL SERVICES
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PREAMBLE

Mason County, a political subdivision of the State of Washington, hereinafter referred to as the “County” or “Employer,” and Teamsters Union Local #252, hereinafter referred to as the “Union,” do hereby enter into this Agreement. The Employer and the Union agree that the effective, efficient and uninterrupted performance of governmental service to the community is their common objective. In order to assist them in achieving that objective, this Agreement represents the establishment of fair and reasonable compensation and working conditions for the employees in this bargaining unit through the collective bargaining process. The Employer and the Union recognize that the success of these objectives depends upon the Employer’s success in establishing the service, upon the ability and creative contributions of the employees, and upon the joint efforts of both parties in improving the service. Therefore, the Employer and the Union encourage, to the greatest degree possible, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners for MASON COUNTY recognizes that the Teamster Union Local 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and regular part-time employees of the Mason County departments of Parks, Utilities and Waste Management, Community Development, Health Services (excluding employees represented by the Personal Health Services bargaining unit) and Buildings and Grounds Maintenance, excluding: supervisory employees, confidential employees, watchpersons, scheduler maintenance person at Memorial Hall and employees participating in a job school program from Mason County high schools or, by mutual agreement, from any accredited college or vocational school, which shall be coordinated with the student’s academic schedule, under the conditions set forth in the Washington State Public Employee’s Collective Bargaining Act of 1967.

ARTICLE II - UNION SECURITY

1. The Union 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 Union membership provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good
standing in the Union; 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 Union Security Clause.

The only exception to the above is where an employee will have the right to non-association based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a mutually agreeable nonreligious charity and furnish written proof of same to the Local Union.

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

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

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**ARTICLE III - MANAGEMENT RIGHTS**

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

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

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

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

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

E. Discipline employees for just cause.
F. Determine the methods, means, equipment, and kinds and number of personnel required to accomplish the governmental operations and maintain the efficiency thereof.

G. Assign work and schedule employees.

H. Establish work rules and rules of conduct.

I. Evaluate employee performance.

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

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

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

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

ARTICLE IV – VACATIONS

1. LEAVE ACCRUAL:

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

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

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

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

E. Regular full-time employees must work or be in a paid status at least eighty (80) hours in a month in order to accrue vacation leave for the month.

2. Vacation leave must be requested in writing, in advance, and is subject to the written approval of the Department Head or designee. An employee's request for leave may be denied if the employee has not accrued sufficient leave to cover the absence when the leave request is submitted.

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

4. 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.

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

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

**ARTICLE V - SICK LEAVE / BEREAVEMENT LEAVE / FAMILY LEAVE**

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

B. Regular 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 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.

C. 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.

D. Accrued sick leave may be used for an employee's own illness, injury, pregnancy and/or childbirth, medical and dental appointments, and associated prescribed treatments. Sick leave may be used 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 appropriate Elected Official or Department Head or designee.

E. An employee may be required to furnish medical evidence regarding employability 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.

F. Sick leave cannot be taken before it is actually earned.

G. Except in the case of Family Medical Leave Act (FMLA) related leave, an employee who has exhausted his/her accrued sick leave, may substitute vacation leave for the absence with the approval of the Department Head or designee. In the event that both sick leave and vacation leave balances are exhausted, the Department Head or designee may approve leave without pay.
H. Employees hired before January 1, 2011, shall receive payment for accrued 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. For 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.

2. 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 an employee has no sick leave accumulated, vacation leave may be substituted.

3. BEREAVEMENT LEAVE: Up to three (3) days' of paid bereavement leave may be granted in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days' of sick leave may be granted at the employee’s request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: spouse, parent,

4. FAMILY LEAVE: The County and the Union mutually agree to comply with all state and federal Family Leave laws. For purposes of calculating leave availability, the twelve (12) month period is measured forward from the date an employee begins federal Family Medical Leave Act (FMLA) leave. Each time the employee takes FMLA during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. Employees who do not return to work after FMLA leave may be required to reimburse the County for its contributions toward insurance premiums during such leave.

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

ARTICLE VI – NON-DISCRIMINATION

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

2. Sexual harassment will be considered discrimination under this Article.

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

ARTICLE VII - HOURS OF WORK

1. WORKDAY / WORKWEEK: The workweek shall normally consist of five (5) workdays within a seven (7) consecutive day period beginning Sunday at 12:00 a.m. through Saturday 11:59 p.m. The assignment of workdays and work schedules shall be determined by the Employer in order to meet business and customer service needs or in response to budgetary demands. The Employer may change employee work schedules with five (5) working days' notice to the employee and his/her Union representative. Less than five (5) working days' notice may be given if mutually agreed between the employee and the Employer. An employee may request to work an alternate work schedule, which shall be subject to the approval of the Employer. The alternate work schedule shall not result in the application of the overtime provisions.
2. **MEAL / BREAK PERIODS:** Employees may be allowed up to a one (1) hour unpaid lunch period as approved and scheduled by the Employer. Employees are entitled to take one (1) fifteen-minute break for every four (4) hours worked. Breaks should be arranged so that they do not interfere with County business or service to the public. Lunch periods and breaks shall not be combined and they may not be used to shorten an employee’s workday. Solid Waste Attendants assigned to remote work locations who are not relieved for lunch shall be provided with a paid one-half (1/2) hour lunch period at approximately midway through the workday. This meal period shall be scheduled so that service to the public is not impaired.

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

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

5. **COMPENSATORY TIME:** The Employer 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 times their straight-time hourly rate 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. Upon approval by the County, the employee may be permitted to cash out all or part of the excess compensatory time.

6. **TRAVEL:** Travel time is to be paid at the employee's regular rate of pay, to include overtime when appropriate, in accordance with the Fair Labor Standards Act (F.L.S.A.).

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**ARTICLE VIII - HOLIDAYS**

1. The following designated annual paid Holidays shall be observed per County Policy (other than the Floaters), with the exception of Solid Waste employees whose observed Holiday schedule shall be set on an annual basis in consultation with the Union:
New Year’s Day | Labor Day
---|---
Martin Luther King Day | Veterans’ Day
Presidents’ Day | Thanksgiving Day
Memorial Day | Day After Thanksgiving*
July Fourth | Christmas Day

Two (2) Floating Holidays

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

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

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

4. **SOLID WASTE FACILITIES:** Solid Waste employees whose regular schedules include Martin Luther King Day, Presidents’ Day, Memorial Day, Labor Day, Veterans' Day, and Day After Thanksgiving shall receive time and one-half (1 1/2) for all hours worked in addition to holiday pay. For work on other Holidays or for employees not regularly scheduled, see Article VII, Section 2.

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

6. Effective upon ratification of this Agreement, holiday pay for each holiday will be commensurate with an employee’s (daily) normal weekly work schedule (i.e., 4-10 schedule is 10 hours holiday pay; 5-8 schedule is 8 hours holiday pay).

**ARTICLE IX - WAGES**

1. **CLASSIFICATIONS AND SALARY SCHEDULE** - See Appendix I:
   
a. Salary Schedule includes previous 2009-2010 COLA adjustments.

2. **OUT-OF-CLASS PAY:** Employee(s) assigned to work at least three (3), eight (8) hour days within a twenty-one (21) calendar day period, in a higher classification will receive the first step salary of the appropriate classification for all time spent in that higher classification. The employee must be performing most of the essential functions of the higher classification to have that time count toward the additional compensation. This section is not applicable to employees who are being trained to perform the work of the higher classification.
3. **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" as referenced in ARTICLE XII – SENIORITY, Section 2. 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 Teamsters 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.

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

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

5. The County shall pay for all required medical examinations including employees who are required to possess a Commercial Driver’s License, and also reimburse such CDL holders for the costs above the basic Washington State Driver’s License that are unique to maintaining their CDL (excluding any cost/fees caused by improper driver acts). This benefit shall be for current employees only; it excludes the cost(s) of any certification/testing/examination required to meet the conditions of employment for the prospective employee’s position. Should an employee seek to transfer to a new position requiring certification/testing/examination to meet the minimum requirements for the position, the cost shall be borne by the employee.

6. The Employer shall make available information monthly which shall reflect all items covered by gross pay such as; sick leave, vacation time, straight time and overtime.

7. **Additional Compensation:** In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for "overpayments" made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.
ARTICLE X - HEALTH AND WELFARE

1. The County shall contribute as identified below per employee, per month, toward the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month. This contribution is to be applied to premiums for Washington Teamsters Welfare Trust Medical Plan B (with the $100 per week time loss option) and current County dental, vision, and life insurance plans.

The County contribution for Health & Welfare Insurance shall be:

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

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

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

2. In the event the County’s maximum monthly contribution is insufficient to provide all of the total Health and Welfare premiums as referenced in Section 1 above, the priority order for full County payment shall be as follows:

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

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

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

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

1. Definitions:

   A. Regular Employee – An employee appointed into a budgeted position that requires completion of an initial probationary period before regular status is attained.

   B. Extra-Help Employee – An employee hired to temporarily replace a regular employee who is on vacation or other leave, to meet peak workload needs, or to temporarily fill a vacancy until a regular employee is hired. Extra help employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

   C. Seasonal Employee – The County may make seasonal appointments when the work to be performed is seasonal or cyclical in nature, generally recurs at the same time each year in the same department. Seasonal appointments shall not exceed five (5) consecutive months.

   D. Project Employee – An employee appointed into a position designated by the County as a “project position” for which employment is contingent upon state, federal or local grant, or other special funding. Project positions shall be time-limited in duration, and employees so appointed shall be notified upon hire of the expected ending date of the project appointment. Project employees shall be considered regular employees during their limited employment; however, such employees shall only be considered for layoff and/or have layoff rights within the project and cannot be bumped by other non-project employees. Likewise, project employees shall not have the right to bump into regular, non-project positions.

   E. On-Call Employee – The County may make on-call appointments where the work is sporadic or intermittent in nature. The County may end on-call employment at any time by giving notice to the employee. The County will contact the Union representative to advise when the need for an on-call employee exists.

2. Benefits: Extra help, seasonal and on-call employees are employed at-will and may be terminated at any time, with or without cause. Extra help, seasonal employees and on-call employees are not eligible for sick leave, vacation leave, bereavement leave, paid holidays, or insurance benefits.

ARTICLE XII - FILLING POSITIONS

1. All newly hired employees will serve an initial probationary period of six (6) months. A probationary period may be extended by the Employer with written notice to the employee and the Union. A probationary employee does not have the right to grieve dismissal.
2. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement. However, the Employer may shorten or eliminate the probationary period of a former employee who quits and returns as a new hire, and/or may hire the employee at Step 2 of the Salary Schedule.

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

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

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

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

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

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

1. The COUNTY shall continue to make payments to the Western Conference of Teamsters Pension Trust Fund to the account of each member of this bargaining unit based on monthly computations. Monthly computations are based upon an amount equal to fifty cents ($0.50) per hour for each hour for which compensation is paid to individual employees of the bargaining unit. Payment is remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

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

ARTICLE XIV - SENIORITY, LAYOFF AND RECALL

1. General

   A. For purpose of promotions and/or layoffs from within a department, seniority shall mean that time spent in each individual department within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.

   B. An employee's County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.

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

   D. Except for employees out on a protected leave (e.g. FMLA, Military Leave, etc.), an employee taking an approved unpaid leave of absence for fourteen (14) consecutive calendar days or more shall retain his/her current seniority but shall not accrue seniority credits while on such unpaid leave of absence.

2. Layoff
A. The Employer may reduce the work force because of lack of work or lack of funds.

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

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

D. Before laying off any permanent employee, all extra help and probationary employees within the same department shall be laid off first.

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

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

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

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

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

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

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

A. Any regular employee who is laid off shall have his/her name placed on a recall list within his/her department for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held regular status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff. Employees who were laid off shall be considered for other positions in their department and/or within the bargaining unit in accordance with Article XII - "Filling Positions."

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

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

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

ARTICLE XV - GRIEVANCE PROCEDURE

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

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

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

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

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

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

8. GRIEVANCE PROCEDURE:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI – DURATION

1. This Agreement may be changed or modified by negotiations provided that the party desiring change or modification shall notify the other party in writing, at least sixty (60) days before the annual expiration date.

2. Provided, however, that should any Article or Section be found to be impractical or unworkable, such Article or Section may be changed or modified by mutual consent of both parties.

3. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, the invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

4. THIS AGREEMENT shall be in full force and effect from the date of ratification by the parties through December 31, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of September 2013.

TEAMSTERS LOCAL NO. 252

Darren L. O'Neil; Secretary-Treasurer

9/23/13

Date

BOARD OF COUNTY COMMISSIONERS

Randy Neatherlin; Commissioner
District #1

Tim Sheldon; Commissioner
District #2

Terri Jeffreys; Commissioner
District #3
## APPENDIX I

<table>
<thead>
<tr>
<th>JOB TITLE / CLASSIFICATION</th>
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<td>SEASONAL MAINTENANCE WORKER</td>
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WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

MASON COUNTY -- GENERAL SERVICES
Employer Name
P.O. Box 400
Address
Shelton WA 98584
City State Zip Code

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

COLLECTIVE BARGAINING AGREEMENT

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

□ New Account □ Renewal — Account No. 107151 Approximate No. of Covered Employees 75

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>Medical Plan</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>Monthly Rate</th>
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<tr>
<td>Life/AD&amp;D</td>
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<td>B - $15,000</td>
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<td>Dental Plan</td>
<td>A</td>
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<td>C</td>
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<td>Domestic Partners</td>
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<td>Vision Plan</td>
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<tr>
<td>Domestic Partners</td>
<td>Domestic Partners – Vision</td>
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</table>

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

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

Contributions above are effective (month, year) August 2013 based on employment in the prior month. Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust’s eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer (Signature) Date
Title/Assn __________________________ Date __________________________

For Union (Signature) Date 9/28/13
Title __________________________
Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust’s lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust’s policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

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

Reporting Obligation and Consequences of Delinquency

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

Trustees’ Authority to Determine Terms of Plans

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

Mechanism for Handling Contribution Increases

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

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

Acceptance of Trust Agreement

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

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

Approval of Trustees

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

Date ____________________________ Administrative Agent
                      Washington Teamsters Welfare Trust

SA 28 (REV 01/07)