COLLECTIVE BARGAINING AGREEMENT


BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

MASON COUNTY JUVENILE DETENTION
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PREAMBLE

Mason County, a political subdivision of the State of Washington, the Mason County Superior Court Judges—acting in their capacity as administrators of the Mason County Juvenile Court, and Teamsters Union Local #252, hereinafter referred to as the "Union," do hereby enter into this Agreement for the purposes of promoting harmonious relations and efficiency. Pursuant to RCW 41.56.030 (1), the Employer for purposes of negotiating wages and economic-related matters shall be the Mason County Board of Commissioners, and the Employer for purposes of negotiating working conditions and all other non-wage related matters shall be the Superior Court judges or their designee. For the purpose of developing and maintaining good harmonious relationships between MASON COUNTY AND THE MASON COUNTY JUVENILE COURT and members of TEAMSTERS UNION LOCAL 252 who are employed by MASON COUNTY.

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners and the Mason County Juvenile Court recognize that the Teamster Union Local 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and part-time Juvenile Detention Officers and Detention Supervisors in the Mason County Juvenile Detention Department, 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 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 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 non-religious 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. 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 serious or prolonged interruption of the Employer's working schedule. Access may be temporarily delayed due to specific safety/security issues.

**ARTICLE III - MANAGEMENT RIGHTS**

Except as specifically modified by this Agreement, including amendments, the County—acting through the Board of Commissioners on issues regarding economic matters, and the Mason County Juvenile Court—acting on issues regarding non-economic matters, retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy whether exercised or not. 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. Furthermore, the County and Juvenile Court reserve 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 the Mason 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 numbers of personnel required to accomplish the governmental operations and maintain the efficiency thereof.

G. Assign work and schedule employees.

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

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

ARTICLE IV - VACATIONS

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

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

2. Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. Such vacation as is not used shall accumulate except that such accumulation may not exceed four hundred (400) hours. No annual leave will be added to an employee's annual leave accumulation when maximum accrual has been attained. Vacation time must be agreed upon by the County and the employee. When a holiday occurs during an employee's vacation, he/she shall receive Holiday Pay in lieu of Vacation for that day. Vacation leave will be charged by the actual number of hours taken.

3. When an employee's employment terminates or an employee moves from full-time to part-time non-benefitted employment (consistent with Article IX, Section 2), the employee shall be paid in full for all accrued annual leave.

4. 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.
5. Whereas the County recognizes the importance of employees utilizing earned vacation leave to promote and enhance their mental and physical well-being, employees should attempt to use annual leave during the year in which it is earned.

6. Staff wanting to schedule part of a day off for personal reasons must take at least four (4) hours of vacation leave or compensatory time unless waived by management.

7. It is understood that vacation requests are considered in view of the operational needs of the County and Court, and must be agreed upon by the Administration and employee. Employees will be allowed to pre-select their vacations, as follows:

   a) A vacation seniority list will be posted for Full-Time Juvenile Detention employees by January 1st of each year.

   b) Employees, by seniority, will have the opportunity to pre-select their vacation(s) in Round-One from either: A) up to one, two-week period; or B) up to two, one-week periods. A second and any subsequent rounds, if needed, shall be allowed on the same basis after completion of the previous round. These requests will be provided to the Administrator or his/her designee no later than February 15th of each year, and shall be for the vacation period starting February 15th of the current year through February 14th of the following year.

   c) After the selection process is closed, staff may request a change to the posted schedule only for their approved time; such employee, however, will not have the right to “bump” another staff from their approved time.

   d) Requests outside the vacation selection period (January 1 – February 15) will be considered in view of the operational needs of the County and Court on a first-come, first-serve basis, and must be agreed upon by the Administration and employee.

   e) A request for vacation exceeding two consecutive weeks may be approved by the Administration for extenuating circumstances and with sufficient advance knowledge to ensure facility coverage.

   f) When requesting vacation time, the following limitations will apply unless otherwise approved by Management in extraordinary situations:

      1) Only one Full-Time staff person will be allowed vacation time off on each “Shift Set” [the current Shift Sets are: Graveyard Early Week - Graveyard Late Week – Days Early Week – Days Late Week].

      2) Full-Time staff may request off shifts that impact only two (2) of the following major holidays during the initial two (2) rounds of the selection process: New Years Day; July 4th; Thanksgiving Day; Day after Thanksgiving; Christmas Day.
3) In addition to the requirement that the employee have sufficient leave time (either anticipated vacation or actual compensatory time) available at the time of the requested vacation, the employee must also have sufficient leave time two weeks prior to the requested vacation.

g) Written approval of a vacation request is advised before an employee purchases tickets or pays for accommodations.

ARTICLE V - SICK LEAVE / FUNERAL LEAVE / FAMILY LEAVE

1. SICK LEAVE – General Information:

a. For full-time employees, ninety-six (96) hours of sick leave for each twelve (12) months of employment shall be allowed to accumulate at the rate of eight (8) hours for each month of employment in the calendar year in which he or she is first employed, and thereafter eight (8) hours sick leave for each month of employment in each successive calendar year. Sick leave that is not used shall accumulate up to twelve hundred (1200) hours. A minimum of ninety-six (96) hours per month must be compensated for an employee to receive sick leave and vacation allowance for that month. Time missed from work that is due to Worker's Compensation claims will be considered as time worked for employee's paid Health and Welfare and Vacation purposes up to one (1) year.

b. Accrued sick leave may be used for bona fide illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatments associated therefrom. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take such dependent 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 Court or designee.

c. Abuse of sick leave shall be grounds for disciplinary actions.

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

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 annual leave may be used for the absence in accordance with other provisions of this rule.

f. Nothing herein pertains to a permanent disability award.

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

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

4. FUNERAL LEAVE: Up to twenty four (24) hours of funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days sick leave may be taken at the employee's request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, niece, nephew, cousin, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the employee.

5. SICK LEAVE PAY-OFF:

a. Upon the death of an employee, the beneficiary shall receive pay for all accumulated unused sick leave.

b. When an employee retires under the Public Employees' Retirement System or leaves employment after fifteen (15) continuous years of service,
payment for accrued sick leave shall be paid for the full accrual. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems (as specified in Article IV, Section 4).

6. **ABSENTEEISM:** In case of frequent absences due to sickness of the employee or the employee's dependent family member, the County may require that the employee furnish a statement from a duly licensed physician. In extreme excessive absence situations, the County may require the employee to furnish medical evidence regarding employability from a duly licensed physician.

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

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

   b. An employee will have available the use of sick leave if appropriate. After sick leave is exhausted or not appropriate, an employee can choose to use either annual leave or can go on leave without pay.

   c. An employee will accrue sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work or be on leave with pay status, for at least ninety-six (96) hours during the month to accrue any leave.

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

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

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

   g. The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for employee and dependent coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.
h. "Significant others" are not covered by the law.

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

9. **JURY DUTY:** The County provides all employees leave for jury service pursuant to County policy.

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**ARTICLE VI – NONDISCRIMINATION**

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.

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**ARTICLE VII - WORK DAY and WORK WEEK**

1. **Work Day/Work Week:**

   a. For full-time employees, the paid work-day shall consist of between eight (8) consecutive hours and twelve (12) consecutive hours, or otherwise as agreed upon by the employee and management. The work-week shall consist of five (5) consecutive days (5-8s), or four (4) consecutive days (4-10s), (4-12s), or three (3) consecutive days (3-12s), or otherwise agreed upon by the employee and management.

   At the discretion of management, one “full-time” position, with full-time seniority rights and County benefits, may be created for which the employee's paid work-day shall consist of between five (5) consecutive hours and twelve (12) consecutive hours (on consecutive days), or as otherwise agreed upon by the employee and management. This is a three-quarter to full-time position that will be regularly scheduled between 32 to 40 hours per week.
Part time employees, when scheduled for shift coverage, will be scheduled for at least four (4) hours.

Employees who work at least eight (8) hours shall be allowed two (2) fifteen (15) minute rest periods [three (3) on twelve (12) hour shifts] during their shifts. Employees who work at least four (4) hours will receive one (1) fifteen (15) minute rest period during their shift. Rest periods are to be taken during down times such as while school is in session, during a lock down period, or while the detainees are sleeping or resting. If an employee does not receive a lunch period or break, he or she shall receive additional compensation at one and one-half (1 ½) times his or her normal rate for the time the employee was not relieved from duty. However, for an employee to receive the aforementioned premium compensation the employee must submit a “Break Report” to the Detention Manager at the conclusion of the employee’s shift, explaining why the employee was not able to take his or her break or lunch period.

While on a rest period, staff will not be required to do any of the normal duties associated with detention work; however, staff will be required to remain available to respond to an emergency situation. Breaks are to be taken while remaining on the work site or within a four block radius from the detention center. Employees on breaks are required to be able to instantly communicate with the detention center either directly, by intercom, or via radio communication.

b. Any employee in paid status for at least eight (8) hours and beyond their scheduled work-day, or forty (40) hours in a week [except one hundred twenty (120) hours in three (3) weeks for twelve (12) hour shifts] shall be paid cash payment for overtime, or at the request of the employee, accumulate up to forty (40) hours of comp time at a rate of one and one-half (1 ½) times for the work performed. Employees in the 3-12 cycles (36, 36, 48 hours) shall be paid overtime for all hours in excess of this schedule. Utilization of accumulated comp time shall be by mutual agreement between the Administration and the employee. All unused comp time will be paid at the end of each year. However, at the employee’s request, up to twenty-four (24) hours of comp time is permitted to carry-over into the following year.

c. All overtime hours worked shall be approved by the Detention Manager or Designee.

d. Work related 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.).

e. The County shall provide, in advance, money or a County credit card for authorized expenses for lodging and meals, or, if the employee so desires, the employee can turn in his or her receipts and be reimbursed for authorized
expenses. The allowable amount for meals or lodging is as is set forth in the County document entitled Mason County Personnel Policies.

f. For staff scheduled to attend the law enforcement academy, the employee will be paid for forty (40) hours each week of the academy plus be paid for travel time as set-forth in section “d” above. If actual class time extends beyond forty (40) hours during the week, then overtime pay provisions would apply.

g. Seniority shall be used to select fixed shifts. July 1st of each year, employees, by a majority vote, shall determine whether or not to return to rotating shifts. Any permanent vacancy in an assigned fixed shift position shall be posted for bidding for ten (10) calendar days. The shift shall be awarded to the most senior employee who applied and who meets the department's gender needs.

2. **OVERTIME:** Work performed on the seventh (7th) consecutive day or Holidays shall be paid at the rate of time and one-half (1 1/2). ‘Overtime’ on Holidays shall be paid at the double time rate.

3. **CALL OUT TIME:** When an employee is called in to work all or part of a shift, a minimum of four (4) hours’ pay at the appropriate rate shall be allowed. The employee receiving the four (4) hours of pay will be required to work four (4) complete hours unless the employee requests to leave prior to the expiration of the four (4) hour work period. In such case the employee will receive the appropriate pay for the time worked. When an employee is called in for other reasons (court duty, transports, appointments, etc.), the employee shall receive a minimum two (2) hours at the appropriate rate. The employee receiving the two (2) hours of pay will be required to work two (2) complete hours unless the employee requests to leave prior to the expiration of the two (2) hour period. In such case the employee will receive the appropriate pay for the time worked.

The above provision does not apply to employees who are called to come in early, or who stay after, their regularly scheduled shift.

When an employee is called in to cover the remainder of a shift for an employee who is on duty but must leave, the called-in employee must be able to arrive at the work-site within 60 minutes in order to be eligible to accept the shift.

4. Anyone required by Management to be available at a fixed location or who is required to remain accessible by radio, telephone, beeper, etc., during any hours other than his/her regular working hours shall be credited one-half (1/2) time pay or compensatory time for each hour of such service.

5. Subject to the below paragraphs, all available shifts, including vacancies, shall be offered by seniority to employees subject to management's gender requirements:

Shifts for non-scheduled absences of full-time employees shall be first offered to full-time employees. Non-scheduled absences are those absences for which the absent
employee did not provide Detention at least 24 hours notice prior to the absence. For gender specific shifts (shifts normally scheduled to be worked by a male or female staff member that run from approximately 0600-1800 or 1800-0600), the shift being offered will be first offered to full-time staff of the same gender as the regularly scheduled absent staff. A full-time staff may take all or part of the shift, but shall not leave less than four hours not taken. If, after an attempt is made to fill the shift, and no gender appropriate full-time staff members are available, then the shift, or remaining portion of the shift, may be offered to part-time staff who are the same gender as the absent staff. Full-time employees will be first offered all non-scheduled absences for regularly scheduled full-time shifts (including a non-scheduled absence of a part-time employee who had been previously scheduled to replace a full-time employee's scheduled absence).

Other available shifts, including those scheduled to part-time employees, will be offered in the following order:

a) To part-time employees so long as the part-time employee does not work or is not scheduled to work more than forty (40) hours during the week,

b) To full-time employees.

6. For safety reasons, barring extraordinary circumstances, employees shall not work more than sixteen (16) consecutive hours with an intervening eight (8) hours of rest prior to their next period of work. However, up to eighteen (18) consecutive hours shall be allowed if the employee is scheduled to have the next day off.

7. DETAINEE TRANSPORT: Subject to available funding and staffing, the Mason County Juvenile Court authorizes the use of two staff for all transports to/from all counties in the state except: Kitsap, Jefferson, Grays Harbor, Thurston, Lewis, Pierce, and King (other than Echo Glen).

ARTICLE VIII - HOLIDAYS

1. Holidays designated: The following list will be the annual recognized paid holidays for full-time employees and will be paid regardless of which day of the week they occur.

<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></td>
<td>Two (2) Floating Holidays</td>
</tr>
</tbody>
</table>
2. The Floating Holiday is to be at the discretion of the employee with the approval of Management, requiring one week's advance notice, which may be waived by Management.

3. Employees working approximately 50% of their shift on a Holiday will be paid for one day as if the entire shift was worked on a Holiday. Employees not working approximately 50% of their shift on a Holiday are paid a premium rate for the actual time worked on the Holiday (unless already paid Holiday pay for that particular day) and at their regular rate for the time worked that is not on the Holiday.

ARTICLE IX - WAGES

1. CLASSIFICATIONS AND MONTHLY SALARY SCHEDULE:

   **NOTE:**
   a. The salary of Lead Detention Officer shall be 5% higher than Detention Officer.
   b. The salary of Detention Supervisor shall be 10% higher than Lead Detention Officer.

   **Effective January 1, 2010**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
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<tr>
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<td>$3729</td>
<td>$3841</td>
<td>$3962</td>
<td>$4081</td>
</tr>
</tbody>
</table>

2. PART-TIME EMPLOYEES:

   a. Except for emergency situations, as determined by the County, part-time employees shall not work more than seventy-nine (79) hours per month.

   b. Part-time employees shall be entitled to a step increase after 2,080 hours worked in their current step. They shall be credited with 174 hours for any month in which they work 80 or more hours. They shall be credited with the actual hours worked for any month in which they work less than 80 hours.

   c. Part-time employees shall not accrue paid leave or holidays. In recognition of their reduced benefits, part-time employees shall receive the
following per hour pay supplement in addition to their above equivalent hourly wage:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-01-08</td>
<td>$1.79</td>
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<tr>
<td>07-01-09</td>
<td>$1.83</td>
</tr>
<tr>
<td>01-01-10</td>
<td>$1.87</td>
</tr>
</tbody>
</table>

3. **LEAD WORKER:** The Employer will designate one employee per shift to act as a Lead Worker, unless the Lead Worker is absent and the Supervisor is already working during the time period under consideration. An employee who is designated as a Lead Worker directs, oversees, and organizes the work of other employees within the Teamsters Bargaining Unit, and cannot hire, fire or discipline other employees within the Teamsters Bargaining Unit. Any employee who is designated as a Lead Worker will receive an additional five percent (5%) salary for the period of time they are so designated.

4. **SHIFT DIFFERENTIAL:** There shall be a shift differential of $.50 (fifty cents) per hour for any shift except Day Shift (shifts beginning between 5:00 AM to 10:00 AM).

5. The County shall provide for employees to receive all three shots in the hepatitis series and follow-up tests, along with an annual TB test.

6. The County will reimburse up to seventy-five dollars ($75) for the costs of all physical examinations required to attend the Criminal Justice Training Commission as a condition of continuing employment.

7. The County shall provide badges as needed, shirts and a jacket for all full-time employees, along with a two hundred five dollar ($205) per year clothing allowance paid January of each year. Part time employees shall receive the appropriate number of shirts for their position.

8. All employees will be given training in:
   A) Verbal de-escalation;
   B) Defensive tactics; and
   C) Certification for pepper spray.

9. All employees will be paid at the appropriate rate for taking County sponsored First Aid and CPR training.

10. 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.

11. **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 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 $200 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, 20, 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 for 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.

ARTICLE XI – TEAMSTERS PENSION
1. Effective January 1, 2008, based on January hours, the COUNTY shall pay an amount equal to fifty cents ($0.50) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the Teamster bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

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 XII – EMPLOYMENT and SENIORITY

1. All newly hired employees will be placed on probation status for a period of six (6) calendar months from date of hire. A probationary employee does not have the right to grieve dismissal. The principle of seniority shall be used in layoff for lack of work and recall upon resumption of work. Laid off employees will retain seniority rights for eighteen (18) months from date of layoff.

2. Full-time employees will be required to successfully complete the Juvenile Security Worker Academy when scheduled by the Detention Manager in order to maintain full-time employment.

3. Seniority dates for full-time employees shall be the first (1st) day worked in a full-time position under this Agreement. Effective upon ratification of this Agreement, part-time seniority dates shall be established per Section 6 below. Employees moving from one list to another, by their own choice, will establish a new seniority date for bidding, lay-off, and recall purposes; however, a full-time employee who goes to part-time status due to failure to successfully complete the academy will retain all continuous full-time along with any continuous previous part-time seniority for placement on the part-time seniority list. For purposes of layoff and or recall, full-time employees will be considered to have more seniority than part-time employees.

4. All job vacancies (or newly created positions) under this Agreement shall be posted for ten (10) calendar days for bidding seniority purposes and awarded to the senior qualified bidder subject to gender needs and the limitations set forth below. In
the case of filling lead and/or supervisor vacancies, the County will give consideration to employees qualified based on seniority. Employees who are promoted or transferred shall be given a reasonable trial period, subject to review under the grievance procedure. If unsuccessful in the new position, the employee shall be returned to their previous position.

5. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement.

6. Effective upon ratification of this Agreement, part-time employees will have no seniority during the first two full calendar months of employment. Thereafter, part-time employees will be required to submit a Monthly Availability Sheet to the Detention Supervisor by the 20th of the current month in order to establish seniority for the following month. Seniority of part-time employees will be based upon the sum of:

   a. the total number of hours the part-time employee declares him or herself available for the subsequent month, and
   b. the total number of hours the employee worked during the prior month multiplied by a factor of 3.

On the Monthly Availability Sheet submitted, the part-time employee who submits availability ending between the hours of 0015 and 0615 must not terminate availability until 0615. If a part-time employee declares him or herself available to work and subsequently refuses filling an opening for scheduled work during a time period he or she has declared him or herself available, the part-time employee will be placed at the bottom of the part-time seniority list for the remainder of the current month and also for the following month, except when the part-time employee’s failure to fill an opening for scheduled work is due to a legitimate illness (a doctor’s note may be required) or due to a family emergency (involving the injury or illness of a family member or the occurrence of an actual, or potentially substantial, destruction of property) or due to an approved leave of absence.

Part-time employees who declare themselves unavailable to work (except due to illness, injury, or approved leave of absence) or who decline taking any work for three consecutive months, may be terminated from employment.

**ARTICLE XIII – LAYOFF AND RECALL**

1. GENERAL:

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

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

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

2. LAYOFF:

A. A layoff is an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee's normal workweek or work month. The Employer may reduce the work force because of lack of work or lack of funds.

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

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

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

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

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

3. RECALL:

A. Any 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.

B. It shall be the responsibility of each person on a recall list to keep the Employer 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 Employer 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 Employer has mailed a certified letter (return receipt request) to the person's last known address.

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

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

ARTICLE XIV - GRIEVANCES
1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the Employer 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 Employer 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 Detention Manager. The Detention 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 Detention Manager shall respond to the grievance within ten (10) 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.

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 Juvenile Court Administrator 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 Juvenile Court Administrator shall schedule a meeting with the employee and Shop Steward and/or Union Representative to hear and seek to resolve the grievance. The Juvenile Court Administrator 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 Juvenile Court Administrator (or designee) to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the employee, Union Steward/Union Representative, and Juvenile Court Administrator 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 of intent to arbitrate to the Employer. 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 XIV – LONGEVITY

1. Effective January 1, 2008, 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:

| Beginning in 11th and continuing thru 15th years | 1.5% above base |
| Beginning in 16th and continuing thru 20th years | 3.0% above base |
| Beginning in 21st and continuing thru 25th years | 4.5% above base |
| Beginning in 26th year and continuing thereafter | 6.0% above base |

ARTICLE XV - DURATION

1. DURATION:

   a. 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.
b. 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.

c. 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, such 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.

2. 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 _____ day of __________, 2013.
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.

MASSON COUNTY -- JUVENILE DETENTION
Employer Name
P.O. Box 400
Address
Shelton WA 98584
City

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

COLLECTIVE BARGAINING AGREEMENT

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

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: ☑ Public Entity ☐ Corporation - State of ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners:

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<table>
<thead>
<tr>
<th>Coverage in Bargaining Agreement</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Plan A, B, C</td>
<td>$1,038.65</td>
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<tr>
<td>Life/AD&amp;D A - $30,000, B - $15,000, C - $5,000</td>
<td>$</td>
</tr>
<tr>
<td>Time Loss A - $400/week, B - $300/week, C - $200/week, D - $100/week</td>
<td>$8.00</td>
</tr>
<tr>
<td>LTD Long Term Disability Income Plan</td>
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<tr>
<td>Disability Waivers</td>
<td>$</td>
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<tr>
<td>Domestic Partners</td>
<td>$</td>
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<tr>
<td>Dental Plan A, B, C</td>
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<td>Domestic Partners</td>
<td>$</td>
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<tr>
<td>Vision Plan EXT</td>
<td>$</td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>$</td>
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</tbody>
</table>

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

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

Contributions above are effective (month, year) August 08, 2013 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer

For Union

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

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

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

**TRUSTEES’ AUTHORITY TO DETERMINE TERMS OF PLANS**
The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust’s benefit plans, the plans’ eligibility requirements, and other matters related to the administration and operation of the Trust and its 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)