COLLECTIVE BARGAINING AGREEMENT

January 1, 2014 – December 31, 2016

BETWEEN

TEAMSTERS UNION LOCAL NO. 252

MASON COUNTY
COMMUNITY AND FAMILY HEALTH

AND

MASON COUNTY
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### Signatures

2014-2016 Collective Bargaining Agreement
Mason County and Teamster 252 - Community and Family Health
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 1 – DEFINITIONS

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

1.1 Bargaining Unit (Union) shall be Teamsters Union Local #252.

1.2 Employer shall mean the Board of Mason County Commissioners and Mason County as identified in the Preamble to this Agreement.

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

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

1.5 Job classifications and salary steps are listed and categorized in Article 9 of this Agreement.

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

1.7 Overtime shall mean all Employer-required work which has been performed in excess of forty hours per week.
1.9 Vacation shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

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

**ARTICLE 2 – RECOGNITION**

2.1 Recognition

The Mason County Board of Commissioners for MASON COUNTY recognizes that the Teamsters Union Local 252, Centralia and Olympia, Washington, has the right to bargain for all full-time and regular part-time employees of Mason County Public Health, Office of Community and Family Health, excluding supervisors, confidential employees, and clerical employees.

All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the Union and by the Board of Mason County Commissioners.

2.2 New Classifications

When new Regular or Temporary positions are created within the Departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action prior to hire.

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

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

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.
ARTICLE 3 – UNION SECURITY

3.1 MEMBERSHIP
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 Employer shall inform candidates for positions within the bargaining unit of the Union Security requirement.

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

3.2 DUES DEDUCTION

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.

In accordance with RCW 41.56.122, employees covered by this Agreement who based on bona fide religious tenets or teachings of a church or religious body of which they are a member have the right of non-association, shall contribute an amount equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

The Employer further recognizes that employees may, at their discretion, pay a service fee in lieu of Union membership dues, consistent with law. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status

If any employee does not have a check coming or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.
The Union agrees that it will indemnify, defend and hold the Employer harmless from actions brought against the County arising out of application of this Article.

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

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

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

**ARTICLE 4 – UNION / EMPLOYER RELATIONS**

4.1 **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.

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

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

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

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

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

4.4 Orientation
During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

4.5 Bulletin Boards
The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be signed by an Officer of the Union. Union will limit the posting of any material on the Employers’ premises to its bulletin board.

4.6 Contract Distribution
The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 Negotiations Release Time
The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

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

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

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

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

**ARTICLE 5 – EMPLOYMENT**

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

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

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

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

5.2 **TYPES OF EMPLOYMENT**

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

5.2.2 **REGULAR PART-TIME EMPLOYEES:**
A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package. Medical benefits are consistent with Article 15.1.
5.2.3 Temporary Employees:
A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

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

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

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

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

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

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

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

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

5.4 STUDENTS / INTERNS
Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

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

6.2 WORK SCHEDULES
For regular full-time employees, the workweek shall normally consist of forty (40) hours of time scheduled within a seven (7) consecutive day period. Work hours for full-time employees covered by this Agreement shall normally be 8:00 a.m. to 5:00 p.m., unless the Manager establishes an alternate work schedule pursuant to Section 3, below.

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

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

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

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

ALTERNATE WORK SCHEDULES: Workweeks and work shifts of different numbers of hours and/or workdays may be established by the Manager, with prior notification to the employee and the Union, in order to meet business and customer service needs, or in response to budgetary demands. Employees may be assigned to an alternate work schedule with five (5) working days’ notice from the Manager. Less than five (5) working days’ notice may be given if mutually agreed between the
employee and Manager. Employees may request an alternate work schedule, which is subject to approval by the Manager.

CALL OUT TIME: When an employee is called out to work outside of his/her regular work hours, the employee shall be paid a minimum of two (2) hours pay at the appropriate rate. The two (2) hour minimum shall not apply if the hours worked are immediately before or after the employee’s regular work hours.

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

6.4  OVERTIME
Any employee who works more than forty (40) hours in a workweek shall be paid one and one-half (1 1/2) times their straight-time hourly rate for all such overtime hours worked. All overtime hours worked shall be approved by the Manager. Any work on a Sunday that is required by the Manager and which falls outside of the employee’s regular workweek or work schedule shall be compensated at two times the employee’s regular hourly rate of pay.

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

6.5  COMPENSATORY TIME

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

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

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1  NONDISCRIMINATION
Mindful of their legal and moral obligations, the parties agree that in their service to the public they will provide equal treatment and respect for all including the public, as well as the parties to this Agreement.
Under this Agreement, neither party will discriminate against employees on the basis of race, sex, age, marital status, color, creed or religion, national origin, political affiliation, veteran status, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of participation in or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

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

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

7.2 JOB POSTING
When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources Department for a period of no less than seven (7) calendar days before the position is filled. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the Department to whom the position will report and the application process. Union positions will be identified as such.

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

A) Promotion is a change of an employee from a job classification to a different job classification which is compensated at a higher salary range.

B) Transfer is a change of an employee from a job classification to a different job classification which is compensated at the same salary range.

C) Demotion is a change of an employee from a job classification to a different job classification which is compensated at a lower salary range.

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

When an employee is promoted they will be placed on the step and range on the salary plan that gives them at least a five percent (5%) wage increase. Step increases from that date will depend on where the employee is placed.

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

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

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

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

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

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

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

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

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

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

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

7.6 Discipline/Corrective Action
The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.
No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

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

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

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

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

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

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

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

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.
Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

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

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

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

7.6.4 That the Employer conducted its investigation objectively;

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

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

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

**ARTICLE 8 – SENIORITY**

8.1 **DEFINITIONS**

Classification  Seniority: the service time spent in a job classification within the bargaining unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

Seniority shall be applied in the following manner:

For the purpose of layoff, seniority shall mean time spent in a job classification within the bargaining unit. For all other purposes, seniority means total unbroken service with Mason County.

An employee’s County seniority shall be established as the initial date of hire upon completion of the original six (6) month probationary period.
8.2.1 Postings / promotions
In regard to job postings, promotion and reassignment, “qualifications” and/or “ability” will be the primary consideration, with such posting or promotion being consistent with Article 7 and this Article. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the Department.

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

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

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

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

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

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

8.4.1 Resignation.

8.4.2 Discharge.
8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than eighteen (18) months.

8.4.5 Failure to respond to two offers of recall to former or comparable employment.

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

8.5 Layoffs

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

For purposes of this article, a layoff is further identified as an involuntary reduction in force by termination of employment or a temporary or permanent involuntary reduction of hours below an employee’s normal workweek or work month (i.e., any reduction in hours which results in a regular position being less than their budgeted FTE). The Employer may reduce the work force because of lack of work or lack of funds.

Total Classification Seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by County seniority, consistent with Article 8.2.

Layoff process:

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

B. If a reduction in the work force becomes necessary, the 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 position(s) will be eliminated. The least senior employee(s) in the affected job classification(s) shall be laid off.

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

8.6 Notice

Employees scheduled for layoff shall be given at least fourteen (14) calendar days’ written notice of the layoff.
8.7 **Meeting with Union**
The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

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

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

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

The least senior employee, by Classification seniority, within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where Classification seniority within a job classification is equal, County seniority will be the determining factor. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

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

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

**8.8.3 Probationary Employees**
If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.
8.9 **Vacant Positions**
Positions will be filled in accordance with Article 8.2 and other sections of this Article.

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

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

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

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

8.13 **Layoff Options**
Affected employees who have completed their probationary period shall have the following options:

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

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

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

1) They have more 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 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 the layoff. If the employee is eligible to bump another employee pursuant to the conditions in Subsection D, above, then that third employee identified for layoff shall be laid off.

Regular Employees faced with a reduction of hours shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

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

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

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

8.14 Reduction Hours / FTE
An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.
8.15 Recall
Any Regular employee who is laid off shall have his/her name placed on a recall list for the classification he/she was laid off from, for any lower classification in the same series, and for any other classification in which the employee has held permanent status. The employee's name shall remain on the recall list(s) for a period of eighteen (18) months from date of layoff. Persons shall be recalled in inverse order of layoff to the classification held at the time of layoff. Employees who were laid off shall be considered for other positions in their department that they are qualified to perform.

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

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

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

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

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

Employees shall not lose seniority original as a result of layoff for a period of up to eighteen (18) months, per Article 8.4.4; provided, however, that no benefits nor seniority shall be accrued during the period of layoff.

8.16 Vacation & Leave Cash Outs/Pay
Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).
Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list and the employee did not receive a sick leave cash-out per Article 13.1. No sick leave shall accrue during the period of layoff.

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

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

ARTICLE 9 – WAGES

9.1 Wage Schedule.
Effective upon the signing of this Agreement through December 31, 2016, each employee shall have his/her base wage as set forth in the salary schedule listed below and as adjusted by sections A, B, C and D below:

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

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

C. Effective January 1, 2016 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

D. Effective January 1, 2016 the wage scale shall also be increased by four percent (4%) for the Public Health Nurse and two percent (2%) for the Program Coordinator positions. Any across-the-board increases applicable to all other (non-Interest Arbitration) bargaining units for 2016 shall not be applicable to this bargaining unit for the first two percent (2%).

### 2014 Wage Scale (with CPI-COLA)

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<th>Classification</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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<tbody>
<tr>
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<td>First 6 months</td>
<td>Next 12 months</td>
<td>Next 12 months</td>
<td>Next 12 months</td>
<td>Thereafter</td>
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<td>$4,811.30</td>
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<td>Program Coordinator</td>
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<td>$3,367.80</td>
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9.2 **Hire-In Rates**
New regular employees shall normally be placed at Step A of the appropriate salary range or placed consistent with current personnel rules.

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

**ARTICLE 10 – OTHER COMPENSATION**

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

- $75 per month for the General certification
- $100 per month for the Medical certification
- $125 per month for the Legal certification

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

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

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

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours’ pay at the appropriate rate of pay.

10.3 WORK IN A HIGHER CLASSIFICATION
No employee shall be reduced in salary or benefits because of being assigned by the Employer to perform the work of a lower classification, except in the situation of lay off.

A supervisor may assign an employee to perform the primary duties of a higher classification, when those duties are not part of the employee’s current job classification, for the purpose of:

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

If the employee is scheduled to work in the higher job classification for a minimum of three (3) consecutive workdays, the employee shall be paid on the step of the salary range for the higher classification that provides at least a five percent (5%) increase.

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

10.5 LONGEVITY
The County shall provide additional monthly compensation above each eligible, regular full-time employee’s base salary to recognize continuous length of service as a County employee. Eligible, regular part-time employees shall receive a pro-rated longevity benefit 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. The longevity benefit will be implemented in accordance with the following schedule:

- Beginning of 11th year of County service = 1.5% of base pay.
- Beginning of 16th year of County service = 3.0% of base pay.
- Beginning of 21st year of County service = 4.5% of base pay.
- Beginning of 26th year of County service = 6.0% of base pay.

10.6 CERTIFICATIONS
The County shall pay for the costs of all physical examinations, immunizations, testing (other than the basic Washington State Driver’s License), and/or training that the County has required as a condition of continuing employment in the employee’s classification. 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.
ARTICLE 11 - HOLIDAYS

11.1 HOLIDAYS
The following list will be the annual recognized paid holidays:

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

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

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

11.3 HOLIDAY OBSERVANCE
When a recognized holiday falls on Saturday, the day preceding it will be allowed, and when falling on Sunday, the day following will be allowed as a regular paid holiday.

11.4 HOLIDAY ON DAY OFF
When a holiday falls on an employee’s scheduled day off, an alternate day off will be approved within the same workweek.

11.5 HOLIDAY COMPENSATION
Benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule. Part-time employees shall receive paid holidays on a pro-rated basis in proportion to the number of hours the part-time employee is in pay status during the month as compared to that required for full-time employment.

ARTICLE 12 – VACATION

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

<table>
<thead>
<tr>
<th>Period</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>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>10th through 11th</td>
<td>160 hours</td>
</tr>
<tr>
<td>12th through 14th</td>
<td>176 hours</td>
</tr>
<tr>
<td>15th through 16th</td>
<td>184 hours</td>
</tr>
<tr>
<td>17th through 19th</td>
<td>192 hours</td>
</tr>
<tr>
<td>20 or more years</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

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

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

Employees shall accumulate one-twelfth (1/12th) of their yearly accumulation total per month. 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, except when approved in writing by the Department Head.

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

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

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

Whereas the 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.

12.3 VACATION PAY
Vacation leave days shall be the same as the regular workday schedule for the Department wherein the employee is employed. Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.
If an authorized holiday occurs within an employee’s vacation period, that day will be paid as a holiday and not deducted from the employee’s vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION
When a Regular and Temporary full-time or Regular and Temporary 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.

ARTICLE 13 - SICK LEAVE

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

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

Employees hired before January 1, 2011, shall receive payment for unused 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. Employees hired on or after January 1, 2011, shall not be eligible to receive any cash out of their accrued sick leave upon separation from County service, and there shall be no cash out benefit provided to his/her estate upon the employee’s death.

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

Employees may use accrued sick leave for their own illness, injury, pregnancy and/or childbirth, medical and dental appointments and prescribed treatment associated therefrom. 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. However, two (2) workdays’ advance notice is required when the medical/dental appointment is not due to an emergency condition and the immediate family member is other than the employee’s child.
"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Elected Official / Department Head or designee.

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

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

Sick Leave cannot be taken before it is actually earned.

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

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

SICK LEAVE - ADJUSTMENT FOR WORKER'S COMPENSATION:

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

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

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

D. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave accumulated, provided that the employee shall return any subsequent over-payment to the County.
E. Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

F. Nothing herein pertains to a permanent disability award.

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

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

ARTICLE 14 – LEAVES OF ABSENCE

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

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

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

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

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

14.4 Bereavement
Up to three (3) days' paid bereavement 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. Immediate family includes only persons related by blood or marriage or legal adoption and is limited to the following relations for purposes of this article: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, cousin, niece, nephew, 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.

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

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

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

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

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

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

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

The Employer shall maintain the employee’s health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.
If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee’s election, any accrued comp time may be utilized prior to any period of unpaid leave.

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

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

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

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

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

**ARTICLE 15 – HEALTH & WELFARE**

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

A. Effective January 1, 2014 the contribution shall be increased to nine hundred and ninety dollars ($990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.
B. Effective January 1, 2015 the contribution shall be increased to one thousand and fifty ($1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

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

Eligible employees are those Regular and Temporary full-time and Regular and Temporary part-time employees compensated for eighty (80) hours or more per month during the calendar year.

The above contribution is to be applied to premiums for PEBB Medical Plan and current County vision, dental, and life insurance plans.

In the event the County’s maximum monthly contribution is insufficient to provide 100% of the total Health and Welfare premiums as referenced in Section 1 above, the priority order for full County payment shall be as follows:

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

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

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

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

ARTICLE 16 - TRAINING

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

16.2 Training Reimbursement
Compensation associated with training or representation of the Employee on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.

ARTICLE 17 - LABOR / MANAGEMENT COMMITTEES
17.1 **PURPOSE OF COMMITTEE**
The Employer and the Union agree that a need exists for continuing cooperation between labor and management, and to meet from time to time upon the request of either party concerning suggestions and issues of a general nature affecting the Union and the Employer relations.

The parties therefore establish a Labor/Management Committee consisting of up to six (6) members from the Bargaining Unit and the Union staff representative, and up to seven (7) members from the Employer, including a representative from Human Resources. The committee will meet from time to time during working hours to discuss matters of mutual interest or concern. The committee shall not have the authority to change this Agreement, nor shall it substitute for the grievance procedure.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

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

17.2 **COMPOSITION OF COMMITTEE**
The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local No.1504, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

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

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**ARTICLE 18 – HEALTH & SAFETY**

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

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

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

A place will be provided for employees to lay down if any become ill on the job. Such facility shall have a cot and shall be screened from view of the surrounding area. It shall be well lit and ventilated.
Reasonable first aid materials shall be kept on hand for emergencies. The parties agree there is no room of this type available at this time, but the County shall make every effort to provide such a room as soon as possible.

18.2 HEALTH & SAFETY PLAN
The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

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

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

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

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

ARTICLE 19 - GRIEVANCE PROCEDURE

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

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

Any grievance procedure time limit may be extended by mutual written agreement.
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 automatically permit the Union or the employee to advance the grievance to the next step in the grievance procedure.

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

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

19.2 GRIEVANCE PROCEDURE
In the event of a grievance, the following procedure shall be used:

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.

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 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 with the Human Resources Department. Within ten (10) calendar days after the receipt of the official written grievance, the Department Head 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. If the grievance is not resolved at Step 2, the grievance may be advanced to Step 3.

Step 3. The written grievance shall be submitted to the Human Resources Director within ten (10) calendar days of the date of the written response at Step 2. Within ten (10) calendar days of receipt of the grievance, the Human Resources Director or designee shall schedule a meeting with the employee and Union Steward/Union Representative to hear and seek to resolve the grievance. The Human Resources Director shall provide a written answer to the employee and the Union Steward/Union Representative 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.
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 parties may request the Public Employment Relations Commission (PERC) to 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 written referral to arbitration must be made within thirty (30) calendar days after the decision of the Human Resources Director, and a copy of the referral provided to the Department Head and the Human Resources Director. The referral to arbitration will 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.

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.

19.3 UNION / EMPLOYER GRIEVANCE
Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts
of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

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

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

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

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

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

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

ARTICLE 20 - NO STRIKE / NO LOCKOUT

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

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES
Except as specifically abridged, granted, delegated or modified by this Agreement, including amendments, the County reserves all customary management prerogatives including, 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. Layoff staff or reduce working hours due to a lack of work or lack of funds.

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

ARTICLE 22 - GENERAL PROVISIONS

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

Should any part 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.

ARTICLE 23 - ENTIRE AGREEMENT

23.1 DURATION Clause
This Agreement shall be in full force and effect from January 1, 2014, through December 31, 2016.

Either party may request negotiations of a successor agreement within ninety (90) days of the expiration of this Agreement.
This Agreement may be modified during its term by mutual agreement of both parties concerned. Such mutual agreement shall be reduced in writing and shall be incorporated as a part of this Agreement.

23.2 ENTIRE AGREEMENT
The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. The Employer agrees not to enter into any Agreement or contract with any covered employee(s), either individually or collectively, which is inconsistent with the terms of this Agreement.

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

SIGNATURES

DATED this 6th day of MAY 2014.

TEAMSTERS LOCAL NO. 252

Darren L O'Neil; Sec-Treasurer

Approved as to form:

Timothy Whitehead
Chief Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Terri Jeffreys
Chair

Tim Sheldon
Commissioner

Randy Neatherlin
Commissioner