COLLECTIVE BARGAINING AGREEMENT


BETWEEN

TEAMSTERS UNION LOCAL NO. 252

AND

MASON COUNTY PROBATION SERVICES
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PREAMBLE

Mason County, a political subdivision of the State of Washington, the Mason County District and Superior Court Judges—acting in their capacity as administrators of the Mason County District and Superior Courts, and Teamsters Union Local #252, hereinafter referred to as the “Union,” do hereby enter into this Agreement for the purposes of promoting harmonious relations and efficiency. Pursuant to RCW 41.56.030 (1), the Employer for purposes of negotiating wages and economic-related matters shall be the Mason County Board of Commissioners, and the Employer for purposes of negotiating working conditions and all other non-wage related matters shall be the District and Superior Court judges or their designee(s).

ARTICLE I - BARGAINING UNIT

The Mason County Board of Commissioners, Mason County Superior Court; and Mason County District Court; recognize that the Teamster Union, Local 252, has the right to bargain for all full-time and part-time employees of the Mason County Probation Services Departments in Juvenile Court and District Court, excluding: managers, supervisors; and confidential employees, under the conditions set forth in the Washington State Public Employee’s Collective Bargaining Act of 1967.

ARTICLE II - UNION SECURITY

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

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

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

3. **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
operations. Access may be temporarily delayed due to specific safety/security
issues.

**ARTICLE III - MANAGEMENT RIGHTS,**

1. **GENERAL MANAGEMENT PREROGATIVES:**

Except as specifically modified by this Agreement, including amendments, the County—
acting through the Board of Commissioners on issues regarding economic matters, and
the Mason County Juvenile Court and Mason County District Court—acting on issues
regarding non-economic matters, retain all legal and inherent exclusive rights with respect
to matters of legislative and managerial policy whether exercised or not. The Parties
recognize that RCW 41.56 may impose an obligation to negotiate changes in wages,
hours and working conditions not covered by this Agreement. The County and the Courts
reserve all customary management prerogatives including, but not limited to the right to:

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

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

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

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

E. Discipline employees for just cause.

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

G. Assign work and schedule employees.

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

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

2. CASEWORK / WORKLOAD MANAGEMENT:

A. Management shall have the right to assist, supervise, complete, and retain authority over any case. Further, management shall have the right to supervise and/or conduct boards, meeting, or training sessions for and with Probation Staff and clients (those being supervised) provided no reduction in staff occurs as a result of the exercise of these rights.

B. Management shall have the right to cross-train employees in all areas. Further, management shall have the right to assign staff to fill any vacant position, with consideration of seniority and training, in order to meet the needs of the community and the office.

3. VOLUNTEERS:

A. Management shall have the right to train and utilize volunteers, to support bargaining unit work, in Community Accountability Boards (CAB), Truancy Boards, Restorative Justice Boards, Guardian ad Litem work and in any other area specifically authorized by statute or code provision, provided there is no displacement of bargaining unit work or positions. Management has the right, under the direction of bargaining unit members, to acquire volunteers to assist in Guardian ad Litem work.

B. Management shall have the right to establish other volunteer programs which support and assist existing Bargaining Unit work.

ARTICLE IV - VACATIONS

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

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

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

3. When an employee's employment terminates the employee shall be paid in full for all accrued annual leave. Upon the death of an employee, the beneficiary shall be paid in full for all accrued annual leave.

4. The Union and the County mutually agree that cash-out of unused vacation and sick leave (over 240 hours), compensatory time or any other claimed accumulation of unused time off, shall not be included in the calculation of the employee's retirement pension. All excess compensation, as defined by applicable state law, is deemed never to have existed for purposes of employee pension. The County, the Union and the employee recognize that the Department of Retirement Systems shall be notified of these payments but that they shall not be included in the calculations of the employee's final average compensation.

5. Regular part-time employees shall have pro rata vacation in accordance with the number of hours compensated.

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

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

   a) One vacation seniority list will be posted for District Court Probation employees and one vacation seniority list for Juvenile Court Probation employees by January 1st of each year, and shall be for the vacation period starting February 15th of the current year through February 14th of the following year.

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

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

   d) Requests outside the vacation selection period (January 1 – February 15) will be considered in view of the operational needs of the County and Court on a first-come, first-serve basis, and must be agreed upon by the Administration and employee.
e) A request for vacation exceeding two consecutive weeks (10 working days) may be approved by the Administration for extenuating circumstances and with sufficient advance knowledge to ensure office coverage.

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

ARTICLE V - SICK LEAVE - FUNERAL LEAVE - FAMILY LEAVE

1. SICK LEAVE:

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

b. Accrued Sick Leave may be used for bona-fide illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatments associated therefrom. Sick leave may be used for the care of immediate family members who are totally dependent upon the employee and to take such dependent family members to medical and dental appointments. “Immediate family” shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Court or designee.

c. Abuse of Sick Leave shall be grounds for disciplinary actions.

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

2. SICK LEAVE - ADJUSTMENT FOR WORKER'S COMPENSATION:

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

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

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

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

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

f. Nothing herein pertains to a permanent disability award.

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

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

4. FUNERAL LEAVE: Up to three (3) days funeral leave may be taken in case of death in the immediate family requiring the attendance of the employee (funerals are included). Two (2) additional days sick leave may be taken at the employee’s request. It is agreed that immediate family includes only the following persons whether related by blood or marriage or legal adoption: wife, husband, parent, grandparent, brother, sister, child, grandchild, aunt, uncle, niece, nephew, cousin, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the employee.

5. SICK LEAVE PAYOFF:

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

b. When an employee’s employment terminates due to retirement or fifteen (15) years continuous service, payment for accrued sick leave shall be paid for the full accrual. Cash out of sick leave and/or annual leave in excess of two hundred forty (240) hours shall not be included in the calculation of the employee’s retirement pension (as specified in Article IV, Section 4).

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

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

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

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

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

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

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

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

g. The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for employee and dependent coverage. The employee will make arrangements with payroll to pay his/her portion, if any, and will submit these payments as necessary to meet the insurance coverage deadlines.

h. “Significant others” are not covered by the law.

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

**ARTICLE VI – NON-DISCRIMINATION**

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

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

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

ARTICLE VII – WORK-DAY / WORK-WEEK

1. WORK-DAY / WORK-WEEK:

a. The work-day shall be eight (8) consecutive hours of work. The work-week shall be five (5) consecutive, eight (8) hour days, Monday through Friday (Also see Section 3). However, an earlier or later starting time may be adopted for any or all employees. Such starting time shall be mutually agreeable among the County and the employee, and shall not result in the application of the overtime provision, but shall be paid at the regular rate for eight (8) hours of continuous work. All employees will be allowed a non-paid, duty-free lunch period. This paragraph shall not apply to employees with weekend schedules.

b. Employees shall be authorized one (1), fifteen (15) minute paid rest break, scheduled as near as possible to the middle of each half-day shift.

c. Any employee in paid status more than eight (8) hours in a work day or forty (40) hours in a week, shall be paid cash payment; or, if requested by the employee, compensatory time, for overtime at a rate of one and one-half (1 ½) for the work performed. Compensatory time earned may be used only on the days mutually agreed by the employee and the County. Compensatory time may accumulate to the maximum allowed by law, provided that any compensatory time on the books at the end of any calendar year will be cashed out at that time. The cut-off date for paid overtime for the month will be 5:00 p.m., ten (10) days prior to the last work day of each month.

d. The Department Head or designee shall approve overtime hours in advance, except when overtime hours are related to courtroom job duties or the Victim Impact panel. An overtime record shall be filled out by the employee and submitted to their supervisor by the employee’s next work day.

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

f. The County shall provide, when requested, advance money or County
credit card for expenses for lodging and meals for out of area travel.

2. **FLEX SCHEDULES:** Management shall have the right to establish a four day, ten hour per day work schedule, or flex schedules, if agreeable with the employee(s). Employee(s) will have available four-ten work schedules of Monday through Thursday or Tuesday through Friday, or flex schedules as set out above.

   a. All hours worked over ten (10) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 ½) the regular rate.

   b. Any holiday that falls on a scheduled work day of a four-ten work week shall be paid at eight (8) hours' pay. Employees shall have the opportunity to use two (2) hours vacation/accrued comp time to supplement the eight hours' pay.

   c. Sick leave and vacation leave accumulation shall remain the same.

   d. Sick leave and vacation leave will be charged by the number of hours taken.

   e. If call-outs are required on scheduled days off (Friday or Monday), they will be treated in the same manner as any Saturday call-out.

3. **OVERTIME:** Work performed on Saturday shall be at a rate of time and one half (1 ½). Work performed on Sunday or Holidays shall be paid at the double time rate. However, Work Crew Supervisors (Assistant Probation Officer or Work Crew Coordinator) shall be paid at the straight time rate for hours worked on Saturday; and at the time and one half (1 ½) rate for work on Sunday and Holidays, except for New Years Day, July Fourth, Thanksgiving Day, the Day after Thanksgiving and Christmas Day, which are to be paid at the double time rate if worked.

4. **CALL OUT TIME:** When an employee is called out on their scheduled day off or on a Holiday, a minimum of two (2) hours' pay at the appropriate rate shall be allowed.

5. **OFF DUTY TIME:**

   a. For the life of this Agreement, no employee shall be required to be available at a fixed location or remain accessible by radio, telephone, beeper, etc. unless such employee is on duty.

   b. **Telephone Calls:** Employees who are contacted by telephone while off duty and not required to come into work, will be compensated at a minimum of one half (1/2) hour at the appropriate rate, when the call is made by the supervisor or designee.

6. **UNUSUAL WEATHER / EXTREME CIRCUMSTANCES:** In the event of unusual weather or extreme conditions, employees are required to make a good faith effort to call the designated County telephone by 7:00 a.m. to receive reporting instructions.
ARTICLE VIII - HOLIDAYS

1. HOLIDAYS DESIGNATED: The following list will be the annual recognized 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>Presidents Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day After Thanksgiving</td>
</tr>
<tr>
<td>July Fourth</td>
<td>Christmas Day</td>
</tr>
<tr>
<td></td>
<td>Two (2) Floating Holidays</td>
</tr>
</tbody>
</table>

2. 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.

3. Part-time employees shall be paid pro rata holidays in accordance with number of hours regularly compensated.

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

ARTICLE IX - WAGES

1. CLASSIFICATIONS AND SALARY SCHEDULE:

   Effective 07-01-10
   (reflects previous 2.0% COLA)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step 1 6 mo.</th>
<th>Step 2 12 mo.</th>
<th>Step 3 12 mo.</th>
<th>Step 4 12 mo.</th>
<th>Step 5 12 mo.</th>
<th>Step 6 12 mo.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probation Officers</td>
<td>$3817</td>
<td>$4005</td>
<td>$4198</td>
<td>$4305</td>
<td>$4412</td>
<td>$4520</td>
</tr>
<tr>
<td>Assistant Probation Officers</td>
<td>$3153</td>
<td>$3302</td>
<td>$3466</td>
<td>$3552</td>
<td>$3637</td>
<td>$3725</td>
</tr>
<tr>
<td>Admin. Assistant</td>
<td>$3506</td>
<td>$3679</td>
<td>$3861</td>
<td>$3955</td>
<td>$4051</td>
<td>$4153</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>$3413</td>
<td>$3578</td>
<td>$3754</td>
<td>$3845</td>
<td>$3940</td>
<td>$4036</td>
</tr>
<tr>
<td>Work Crew Coordinator</td>
<td>$15.49 per hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. OUT OF CLASS PAY: Employee(s) assigned to work at least three (3), eight (8) hour days within a twenty-one (21) calendar day period, in a higher classification will receive the first step salary of the appropriate classification for all time spent in that higher classification with a minimum of 5%. The employee must be performing most of the essential functions of the higher classification to have that time count toward the additional
compensation. This section is not applicable to employees who are being trained to perform the work of the higher classification.

3. **LEAD WORKER:**

a. The County may designate an employee as a Lead Worker; such designation is not considered to be a “job vacancy” or “newly created position” as referenced in ARTICLE XI – SENIORITY, Section 3. A Lead Worker will typically direct, oversee and/or organize the work of other employees, although the County reserves the exclusive right to make a Lead Worker designation based on other factors and rationale. The Lead Worker cannot hire, fire, or discipline other employees within the Teamsters bargaining unit. This job classification is used at the discretion of management (and with prior approval of the Board of County Commissioners). The County will give full consideration to applicants who are members of the bargaining unit prior to filling an open lead position from outside the bargaining unit. Any employee who acts as Lead Worker will receive an additional ten percent (10%) salary for the period of time they perform that function.

b. The Lead Worker must demonstrate the ability to work collaboratively and in cooperation with others, be able to articulate and support the philosophy of the administration, as well as participate in leadership training as required by administration. The Lead Worker must, at a minimum, complete the following training:

- Juvenile Services State Criminal Justice Training Academy.
- Adult Services State Criminal Justice Training Academy.
- Risk Assessment training.
- Case Management training.
- Aggression Replacement training.
- Guardian ad Litem state approved curriculum.

4. **LONGEVITY:** The County shall provide additional monthly compensation above each eligible regular full-time employee’s base wages to recognize continuous length of service as a County employee (eligible regular part-time employees shall receive longevity pro-rated in proportion to the hours the part-time employee is in pay status during the month as compared to that required of full-time employment), as follows:

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

5. The County will reimburse up to $75 for the costs of all physical examinations required to attend the Criminal Justice Training Commission as a condition of continuing employment.

6. The Employer shall make available information monthly which shall reflect all items covered by gross pay such as sick leave, vacation time, straight time and overtime.
7. **Additional Compensation:** In consideration for this Agreement and other valuable consideration, the County agrees to waive any rights to recovery for “overpayments” made (specifically, payments made by the County for the employee portion of certain payroll deductions) under the PERC directed back-pay as related to the preceding 2008 - 2010 (June) Collective Bargaining Agreement.

**ARTICLE X - HEALTH AND WELFARE**

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

The County contribution for Health & Welfare Insurance shall be:

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

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

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

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

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

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.

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

**ARTICLE XI – SENIORITY**

1. All newly hired employees will be placed on probation status for a period of six (6)
calendar months from date of hire. A probationary employee does not have the right to
гrieve dismissal.

2. The principle of seniority shall be used in layoff for lack of work or funds, and recall
upon resumption of work. Any employee bumping to another position pursuant to a layoff
will serve a reasonable trial period of up to three (3) months, subject to the grievance
procedure. If unsuccessful during the trial period, the employee will be laid off or will have
the opportunity to return to his/her previous position if it still exists.

3. It is understood that a person who has bumped to another position or has been laid
off and recalled under this Agreement, must meet the education, experience and/or
training requirements (including completion of State mandated Academy, Guardian ad
Litem, and Community Juvenile Accountability Act requirements, if appropriate), as well as
licenses and/or certificates and polygraph requirements, in order to exercise their seniority
rights. Laid off employees will retain their seniority rights for eighteen (18) months from
the date of layoff. Seniority shall be lost if the employee does not return to work when
offered their previous position.

4. All job vacancies (or newly created positions) under this Agreement shall be posted
for one (1) week for bidding purposes. In the case of filling vacancies, the County will give
consideration to employees who become qualified by vocational training. Employees who
are promoted or transferred shall be given a reasonable trial period of up to three (3)
months, subject to review under the grievance procedure. If unsuccessful in the new
position, the employee shall be returned to their previous position.

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

**ARTICLE XII - LAYOFF AND RECALL**

1. **GENERAL:**

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

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

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

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

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

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

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

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

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

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

3. RECALL:

A. Any 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.

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

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

D. Employees recalled to their former classification within eighteen (18) months of being laid off shall be placed at the same salary range and step, and time in step, in effect at the time of layoff. In addition, employees recalled to County service within eighteen (18) months 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.

ARTICLE XII – GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure is to promote harmony and efficiency between employees and the County by providing timely settlement of grievances without fear of discrimination or reprisal.

2. A grievance is an allegation by an employee, group of employees or the Union that there has been a violation, misapplication or misinterpretation of this Agreement.

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

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

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

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

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

Mason County Probation Services/Teamsters Union Local #252
8. GRIEVANCE PROCEDURE:

A. Step 1. (Juvenile Court only) 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 Deputy Administrator. The Deputy Administrator 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 Deputy Administrator shall respond to the grievance within ten (10) calendar days of the employee raising the issue. If the grievance is not resolved informally, then a written grievance may be filed at step 2.

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XIII – DURATION**

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

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

3. Should any part thereof or any provisions herein be rendered or declared invalid by reason of any existing or any subsequently enacted legislation, or by a decree of a court of competent jurisdiction, 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.

THIS AGREEMENT shall be in full force and effect from the date of ratification by the parties through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 23rd day of September, 2013.

JUDGE OF THE SUPERIOR COURT
Toni A. Sheldon

JUDGE OF THE SUPERIOR COURT
Amber Finlay

JUDGE OF THE DISTRICT COURT
Victoria C. Meadows

ADMINISTRATOR; Probation Services

TEAMSTERS LOCAL 252
Darren L. O'Neil; Secretary-Treasurer

COUNTY COMMISSIONER; District #1
Randy Neatherlin

COUNTY COMMISSIONER; District #2
Tim Sheldon

COUNTY COMMISSIONER; District #3
Terri Jeffreys
WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

<table>
<thead>
<tr>
<th>MASON COUNTY -- PROBATION SERVICES</th>
<th>TEAMSTERS LOCAL 252</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Name</td>
<td>Labor Organization (Union) Name</td>
</tr>
<tr>
<td>P.O. Box 400</td>
<td>217 East Main St.</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Shelton</td>
<td>Centralia</td>
</tr>
<tr>
<td>City</td>
<td>City</td>
</tr>
<tr>
<td>WA 98584</td>
<td>WA 98531</td>
</tr>
<tr>
<td>Zip Code</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

COLLECTIVE BARGAINING AGREEMENT

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

[ ] New Account  [x] Renewal — Account No. 126928  Approximate No. of Covered Employees 10

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is:  [x] Public Entity  [ ] Corporation - State of  [ ] Partnership  [ ] Sole Proprietorship  [ ] LLC

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<table>
<thead>
<tr>
<th>COVERAGE IN BARGAINING AGREEMENT</th>
<th>(For renewals, list all coverages, not just changes)</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Plan</td>
<td>A ☒  B  ☒  C ☐</td>
<td>$ 1,038.65</td>
</tr>
<tr>
<td>Life/AD&amp;D</td>
<td>A - $30,000  B - $15,000  C - $5,000</td>
<td>$</td>
</tr>
<tr>
<td>Time Loss</td>
<td>A - $400/week  B - $300/week  C - $200/week  D - $100/week</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>LTD</td>
<td>Long Term Disability Income Plan</td>
<td>$</td>
</tr>
<tr>
<td>Disability Waivers</td>
<td>Additional 9 months Disability Waiver of Contributions - Medical only</td>
<td>$</td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Medical</td>
<td>$</td>
</tr>
<tr>
<td>Dental Plan</td>
<td>A ☐  B ☒  C ☐</td>
<td>$</td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Dental</td>
<td>$</td>
</tr>
<tr>
<td>Vision Plan</td>
<td>EXT</td>
<td>$</td>
</tr>
<tr>
<td>Domestic Partners</td>
<td>Domestic Partners - Vision</td>
<td>$</td>
</tr>
</tbody>
</table>

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

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

Contributions above are effective (month, year) August 01, 2013 based on employment in the prior month.

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer

Title/Assn

Date

For Union

Title

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

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

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

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

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

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

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

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

APPROVAL OF TRUSTEES

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

Date

Administrative Agent
Washington Teamsters Welfare Trust

SA 28 (REV 01/07)