COLLECTIVE BARGAINING AGREEMENT


BETWEEN

TEAMSTERS UNION
LOCAL NO. 252

and

OPERATING ENGINEERS
LOCAL NO. 302

AND

MASON COUNTY PUBLIC WORKS
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ARTICLE 1 - INTRODUCTION

1.1. Preamble

1.1.1. This Agreement, effective upon ratification for the Mason County Maintenance Division and the Mason County Equipment Rental and Revolving Division of the Department of Public Works, by the County of Mason, Washington, a public body, corporate and politic; hereinafter called the COUNTY and by the following listed Unions:

1.1.2. Engineers #302 and Teamsters #252, hereinafter called the COUNCIL,

WITNESSETH: For and in consideration of the promise and the obligation of such party to the other as hereinafter set forth, the parties hereto hereby agree as follows:

1.2. Purpose

1.2.1. It is understood and agreed that the services performed by the employees covered by this Agreement pertain to and are essential to the welfare of the public dependent thereon, and in consideration thereof and of the agreements and conditions herein by the COUNTY to be kept and performed, the COUNTY agrees on its part to do nothing to prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the COUNTY'S business.

ARTICLE 2 - UNION RIGHTS

2.1. Membership Requirement

2.1.1. The COUNCIL is recognized as the exclusive bargaining agent for all employees performing bargaining unit work. The COUNTY shall be free to hire necessary workers where and when it chooses, subject to other provisions of this Agreement, without regard to Union membership; provided, however, that it shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.
2.1.2. The only exception to the above is where an employee will have the right of 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.

2.2. Bargaining Unit Work

2.2.1. The COUNTY shall have the right to select its supervisory employees regardless of whether such employees are members of a COUNCIL affiliate Union, but it is the intent of both parties that all employees shall be members of their respective Local Unions. Supervisors who are not members of the bargaining unit will not perform bargaining unit work except in emergency situations, for the purpose of training or demonstration, or incidental assistance to a bargaining unit employee of short duration.

2.2.2. It is understood and agreed that this Agreement relates and applies to only work directly related to, or connected with operation and/or maintenance of building and/or projects owned or operated by the COUNTY and to equipment owned or leased by the COUNTY. This statement will be applied as it has in the past.

2.3. Dues Check-Off

2.3.1. The COUNTY agrees to deduct from the wages of employees who have voluntarily signed "Wage Deduction Authorization", uniform monthly dues and uniform initiation fees, and to transmit to the duly designated officer of the 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.

2.4. Shop Steward

2.4.1. The duties of the Shop Steward shall be to create harmony between employees and the Employer, and there shall be no discrimination against the Shop Steward for his/her Union activities.

2.5. Union Access

2.5.1. Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no serious or prolonged
interruption of the Employer's working schedule.

ARTICLE 3 - LEAVES

3.1. Sick Leave

3.1.1. Sick leave shall be earned by all employees at a rate of eight (8) hours per month for each month of employment. Sick leave may be used only for bona fide illness, injury, medical and dental appointments, prescribed treatment associated therefrom for employees, and funeral leave. Sick leave may also be used for the care of immediate family members who are dependent upon the employee and to take such dependent family members to emergency medical and dental appointments. "Immediate family" for this purpose is defined as the employee's spouse, children, parents, and grandparents. Abuse of sick leave shall be grounds for disciplinary action. When sick leave periods extend beyond three (3) days, or in extreme, excessive absence situations, the COUNTY may require the employee to present a certificate from a registered practicing physician or other bona fide practitioner. Sick leave that is not used shall accumulate, except that such accumulation may not exceed twelve hundred (1200) hours. A minimum of ninety-six hours per month must be worked for an employee to receive sick leave and vacation allowance for that month. Days not worked because the employee is on sick leave and/or on vacation shall be considered as days worked for the purpose of the preceding sentence. 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 for a maximum of twelve (12) months. Sick leave will be charged by the actual number of hours taken.

3.1.2. Employees are eligible to participate in the County's Shared Sick Leave Policy.

3.1.3. 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 the earnings of the employee and clearly set forth in the payrolls affected.

3.2. Family Leave

3.2.1. The COUNTY and the COUNCIL mutually agree to comply with all State and Federal Family Leave Laws. (See Appendix VI.)

3.3. Sick Leave – Adjustment for Worker’s Compensation

3.3.1. 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.

3.3.2. 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.

3.3.3. 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 from a worker’s compensation fund, to the nearest hour.

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

3.3.5. Should any 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.

3.3.6. Nothing herein pertains to a permanent disability award.

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

3.4. Funeral Leave

3.4.1. 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, 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 of the employee.

3.5. Leave Cash-out

3.5.1. Cash payments as a bonus for accrued annual leave that is not actually taken will not be allowed. However, when an employee is furloughed or separated from service without prejudice, he/she may be continued on the payroll for the time equivalent to the amount of annual leave accrued and not previously taken. This provision does not apply to accrued sick leave. When the employee is discharged for cause, he/she shall be paid in full of all accrued annual leave.
3.5.2. In the case of death of any employee, their beneficiary shall receive pay for all accumulated unused sick leave.

3.5.3. When an employee retires under the Public Employee's Retirement System, or leaves after fifteen (15) continuous years of service, payment for accrued sick leave shall be paid for the full accrual. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems (consistent with 9.3.1).

3.5.4. Where an employee of the COUNTY continues employment, but in a changed classification, no compensation for accrued annual leave earned during his/her employment in the first classification will be paid in addition to the salary he/she received under their new classification. The number of days earned may be carried over and added to the number of days the individual will accumulate in his/her new classification.

3.6. Unemployment Compensation

3.6.1. The COUNTY agrees to participate on behalf of its employees in Unemployment Compensation on a reimbursable basis.

ARTICLE 4 - HOURS OF WORK

4.1. Work Day

4.1.1. Where a single shift is worked, eight (8) hours of continuous employment, except for lunch periods, shall constitute a day’s work; time to start when employee arrives at barn in response to COUNTY'S orders. Five (5) days, 7:00 a.m. Monday to 3:30 p.m. Friday, shall constitute a week's work (NOTE: In the event this change in the regular daily hours does not meet the operational needs of the Road Department, management reserves the right to restore the regular work day hours set forth in the 2002-2004 Collective Bargaining Agreement; i.e., 8:00 a.m. to 4:30 p.m.. Additionally, management shall reserve the right to modify the daily schedule of the Shop personnel to ensure coverage of County needs beyond those of the Road Department itself.) (Also, see Appendix II for 4 - 10 work schedules.)

4.1.2. In an emergency identified by the Public Works Director, management may implement a 12-hour, two-shift operation ('Noon to Midnight' and 'Midnight to Noon'). When the County implements such two-shift operation, all bargaining unit employees shall be compensated at the double-time rate of pay for all overtime hours. Employees will be given as much notice as possible to adjust to the change in hours going into and coming out of the revised work hours.
This section shall supersede any other potential conflicting language in this Agreement.

4.2. Overtime

4.2.1. All time worked over eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half. All work performed between 3:30/4:30 p.m. Friday and midnight Saturday shall be paid for at the rate of time and one-half. All work performed between midnight Saturday and midnight Sunday shall be paid for at the double-time rate. All work performed between midnight Sunday and 7:00/8:00 a.m. Monday shall be paid for at the rate of time and one-half.

4.2.2. Overtime shall be paid to the nearest quarter hour.

4.2.3. The maximum hours worked shall not exceed sixteen (16) continuous hours, unless approved by the County Engineer or the Public Works Director.

4.3. Start Times

4.3.1. An earlier starting time than listed above may be adopted for any or all employees during the months of daylight saving's time. Such earlier starting time shall be mutually agreeable among the COUNTY, the employee(s) and the COUNCIL, and shall be paid at the regular rate of eight (8) hours of continuous work. (Also, see Appendix II for 4-10 work schedules.)

4.4. Show-up Time

4.4.1. A guarantee of four (4) hours' pay shall be paid to any employee who reports to work on a work day but not put to work.

4.5. Call-Out Time

4.5.1. When an employee is called out before his/her regular designated starting time, or after completion of a shift, or on a Saturday, Sunday or holiday, he/she shall be paid a minimum of four (4) hours at the appropriate rate unless the employee chooses to leave work of their own volition—then the minimum shall be two (2) hours. When called adjacent to shift, payment is for time worked. Except, if an employee is called out less than four (4) hours before the start of his/her regular shift, the employee will be paid to the regular start time.

4.5.2. When an employee is called to work before their regular starting time and continues to work into their regularly scheduled start time, the employee will be allowed to remain at work until their regular quitting time.

4.6. Meals
4.6.1. Employees shall receive a one-half hour paid lunch after working more than two (2) hours' overtime, and an additional paid one-half hour meal period for each additional four (4) hours of work. When employees are directed to work through their paid meal period(s), they shall have the option of taking their paid meal period(s) at the end of the shift or adding the equivalent amount of paid time to their time sheet.

4.7. Rest Periods

4.7.1. Normally, employees will be entitled to two, fifteen (15) minute paid rest breaks during the regular work-day; one approximately midpoint through the first half of the work-day, and one approximately midpoint in the second half of the work-day. However, when operational needs of the County require a change to the norm and if the nature of the work allows an employee to take intermittent rest breaks from duty, management may require that such employee(s) take intermittent rest periods equivalent to the fifteen minutes, as provided for in WAC 296-126-092 (5).

4.8. Job Sharing

4.8.1. Subject to prior approval by Elected Official, Director, and/or appropriate Manager, employees by mutual agreement may be allowed to participate in 'Job Sharing'.

ARTICLE 5 - SAFETY/CLOTHING

5.1. Hazardous Duty Pay

5.1.1. Any employee performing specialty work such as the tree climbing team and other work involving similar hazardous exposure shall receive premium pay of Fifty Dollars ($50.00) for any day in which he/she performs such specialty work, only when such work has been specifically authorized or directed by the supervisor (see Hazardous Tree Definition and Policy - Appendix I).

5.2. Vehicle Safety

5.2.1. No employee shall be required to drive a vehicle that does not meet the requirements of the State Vehicle Safety Code with regard to brakes, running gear and mechanical soundness. However, a member shall not refuse a piece of equipment because of faulty clearance light or headlight during daytime hours. No employee will be requested to drive a vehicle in violation of this clause.
5.3. Clothing

5.3.1. The County shall provide an annual clothing allowance to each bargaining unit employee in the amount of Seventy-Five Dollars ($75.00), payable by the second payday in July. Additionally, the COUNTY agrees to reimburse each mechanic for replacement safety eye glass lenses up to Fifty Dollars ($50.00) per year.

5.3.2. The COUNTY also agrees to provide an adequate supply of work gloves.

5.4. Staffing

5.4.1. Staffing and proper equipment required for job assignments will be made with consideration for employee safety. Under potentially hazardous conditions, a minimum of two-person crews for safety purposes will always be provided. Employees are expected to report, and encouraged to refuse, job assignments that are unsafe until the issue is resolved. (Also see Appendix III and IV)

ARTICLE 6 – WAGES

6.1. General Classifications

6.1.1. The operating and maintenance staff for the COUNTY shall be selected from the following classifications of employees and paid the wages opposite their respective positions:

(FOR PER HOUR RATES, SEE ATTACHMENT A)

<table>
<thead>
<tr>
<th>OPERATING ENGINEERS:</th>
<th>TEAMSTERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator I</td>
<td>Truck Driver I &amp; Helper</td>
</tr>
<tr>
<td>Operator II</td>
<td>Truck Driver II</td>
</tr>
<tr>
<td>Sign Shop Foreman</td>
<td>Parts/Inventory</td>
</tr>
<tr>
<td>Sign Shop Specialist</td>
<td>Utility/Maintenance</td>
</tr>
<tr>
<td>Seasonal Laborer</td>
<td>Mechanic</td>
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<td></td>
<td>Traffic Foreman</td>
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<tr>
<td></td>
<td>Sign Technician</td>
</tr>
<tr>
<td></td>
<td>Seasonal Flagger</td>
</tr>
</tbody>
</table>

6.2. Specialty Pay

6.2.1. Foreman: Employees who are assigned to act as working Foreman shall receive an additional $1.00 per hour for the entire day.

6.2.2. Herbicide Applicator Technician: Employees with appropriate license and/or certification who are assigned to herbicide application duties shall receive an additional $0.50 per hour for all hours worked on any given day.
6.2.3. **Tool Allowance for Mechanics:** The COUNTY shall provide an annual tool allowance of Three Hundred Fifty Dollars ($350.00) for each Mechanic, payable by the second payday in July. This allowance is to cover the cost of the purchase of new tools or the replacement cost of tools rendered unusable due to breakage, wear-and-tear, and/or loss.

6.2.4. **Skilled Tree Falling:** Employees who are assigned to skilled tree falling shall receive an additional $2.00 per hour for the entire day.

6.3. **Pay Checks**

6.3.1. The COUNTY shall provide a check stub, which shall reflect straight-time, overtime, and premium pay. The COUNTY shall also provide an accrual slip showing vacation, sick leave, and floating holiday hours earned/used.

6.4. **Designated Foreman**

6.4.1. The COUNTY may appoint a senior qualified crew member to act as foreman of that crew. Such employee shall be subject to all conditions of the Collective Bargaining Agreement including distribution of overtime.

6.5. **Higher Classification Work**

6.5.1. Employees performing work in a higher paid classification shall receive the higher wage rate beginning with their third (3rd) assignment to such higher rated work within a year's period; or shall receive the higher wage rate beginning with the third (3rd) day of performance on the higher rated work.

6.5.2. After once qualifying for the higher wage rate on higher classified work, employees shall continue to receive the higher rate whenever performing such work in the future. Employees performing work in a higher paid classification shall receive the higher wage rate for the entire day.

6.5.3. When an employee represented under this Agreement is temporarily assigned to perform bargaining unit work in a higher rate classification, said employee shall receive the rate of pay that is higher. This rate of pay shall be calculated upon the employee's total rate of pay, which is set aside by negotiations for Sections 7.3. and 7.4. (Supplemental Pensions).

6.6. **CDL Renewal Cost Reimbursement**

6.6.1. The COUNTY shall reimburse an employee for the renewal costs above the basic Washington State Driver's License that are unique to maintaining the employee's required Commercial Driver's License (excluding any cost/fees incurred as a result of improper driver acts).
6.7 **Longevity**

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

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

6.7.2 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.

6.8 **Additional Compensation**

6.8.1. 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 7 - EMPLOYEE BENEFITS**

7.1. **Health and Welfare**

7.1.1. The County shall contribute as identified below per employee, per month toward the premiums for Health and Welfare benefits for each employee, including their eligible dependents, compensated eighty (80) hours or more per month. This contribution is to be applied to premiums for the Washington Teamsters Welfare Trust Medical Plan B (including the $400 Weekly Time Loss and 12-month Waiver of Premium options) and current County dental, vision, and life insurance plans. The Trust reserves the right to modify benefits or eligibility for the purpose of cost containment, cost management, or changes.
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.

7.1.2. In the event the COUNTY's maximum monthly contribution is insufficient to provide all of the total Health and Welfare premiums referenced in 7.1.1. above, the priority order for full COUNTY payment shall be as follows:

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

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

7.1.4 The COUNTY agrees to contract with a medical service provider to conduct physical examinations required to maintain a Commercial Driver's License. Should an employee elect to use a medical care provider other than that contracted with the County, the employee is liable for any costs.

7.1.5. Employee Assistance Program: The COUNTY shall continue to provide an Employee Assistance Program (EAP) benefit for all bargaining unit employees.

7.2. Public Employees' Retirement System

7.2.1. The COUNTY shall continue to participate in the appropriate Public Employees' Retirement System.

7.3. Western Conference of Teamster Pension Trust Fund

7.3.1. The COUNTY shall continue to contribute into the supplemental TEAMSTERS pension plan: Effective January 1, 2008, based on January 2008 hours, the COUNTY shall pay an amount equal to Two Dollars and fifty cents ($2.50) per hour ($2.35 Basic contribution, plus $.15 PEER 84) for each hour for
which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each member of the Teamster bargaining unit, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The COUNTY agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the Teamster bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. Further, the Employer and Union accept as their representatives for the purpose of such Trust Funds, the present Employer and Union Trustees and their duly elected or appointed successors.

7.3.2. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

7.4. Operating Engineers / Employers Retirement Fund

7.4.1. The COUNTY shall continue to contribute into the Operating Engineers supplemental pension plan: Effective January 1, 2008, based on January 2008 hours, the COUNTY shall contribute One Dollar and ninety cents ($1.90) for each compensable man-hour of Operating Engineers, including working Operating Engineer foremen covered by this Agreement, employed by the COUNTY in Operating Engineer bargaining unit work covered by the terms of this Agreement. Said contributions shall be computed monthly and made on or before the fifteenth (15th) day of the month following the month in which the hours were worked, to the Locals 302 and 612 Operating Engineers/Employers Retirement Fund in the manner as set forth in the Trust Agreement of the said Trust Fund, and shall continue for the duration of this Collective Bargaining Agreement. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

7.4.2. The details of the Retirement Plan established by this Trust Fund shall continue to be controlled and administered by a joint Board of Trustees composed of equal representation from the Unions and the AGC of Washington who are the signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the appointing Local and each Trustee appointed by the Employers shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee of the AGC of Washington.
7.5. USERRA

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

ARTICLE 8 - SENIORITY

8.1. Lay-Off & Recall

8.1.1. The principle of seniority shall be used in connection with layoff for lack of work and rehire upon resumption of work. The last person hired will be the first person laid off and the last person laid off will be the first person rehired. Persons being laid off and/or rehired under this provision must be qualified to perform the work available in order to exercise their seniority. Laid off employees will retain seniority rights for eighteen (18) months from date of layoff; all Seasonal employees will be laid-off before the lay-off of any regular employee. Seniority shall be lost if the employee does not return to work when offered their previous position. Employees rehired by the Employer (this does not apply to those returning from layoff) will be considered as new employees under this Agreement. Seniority shall also apply to promotion, derotation and transfer from one classification to another, within their respective craft, providing the person exercising his/her seniority is competent and capable of performing the work. Seasonal employees will only have seniority rights for available work within their classification and within that season; a Seasonal worker re-hired for a new season will be considered a new employee.

8.2. Bidding Rights

8.2.1. All job vacancies (or newly created positions) under this Agreement shall be posted for two (2) weeks for bidding purposes. In the case of filling skilled vacancies, the COUNTY will give consideration to employees who become qualified by vocational training.

8.2.2. Daily assignments of equipment will be subject to review under the grievance procedure.

8.2.3. Seniority (for the limited purposes of bidding or layoff protection) may be changed under the following circumstances:

1) If an employee terminates County employment and subsequently returns to County employment in this bargaining unit, all past seniority will be lost.
2) If an employee leaves a bargaining unit position and, without a break in employment, takes another position in County service, then subsequently returns to a bargaining unit position, the employee shall keep their prior bargaining unit seniority. The employee will not receive bargaining unit seniority credit for time in a non-bargaining unit position.

3) If an employee is promoted, transfers or demotes from a Teamster position within the bargaining unit to an Operator position, or an Operator position to a Teamster position, and subsequently returns to a position under their prior Union the following will apply:

   a) For the purpose of layoff protection, all time counts.
   b) For the purpose of bidding, if the employee returns within six months, all time counts; if the employee returns after six months, only their prior time counts.

ARTICLE 9 - VACATIONS

9.1. Vacation Schedule

9.1.1. All regular full-time employees of the COUNTY coming under this Agreement 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 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>
<tr>
<td>10th through 11th year</td>
<td>160</td>
</tr>
<tr>
<td>12th through 14th year</td>
<td>176</td>
</tr>
<tr>
<td>15th through 16th year</td>
<td>184</td>
</tr>
<tr>
<td>17th through 19th year</td>
<td>192</td>
</tr>
<tr>
<td>20 or more years</td>
<td>200</td>
</tr>
</tbody>
</table>

9.1.2. Employees shall accumulate 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. When a holiday occurs during an employee’s vacation, he/she shall receive an additional day’s vacation in lieu of the holiday. Vacation leave will be charged by the actual number of hours taken.

9.2. Vacation Bidding

9.2.1. It is understood and agreed that employees will be allowed to pre-select their vacations, except from July 1st through August 15th (however, employees will be allowed to take a vacation during this period provided minimum staffing
requirements are met), as follows:

9.2.2. A vacation seniority list will be posted as of January 1st each year.

9.2.3. Employees by seniority shall have until February 15th to pre-select their vacation, limited to two (2) employees at any one time.

9.2.4. Employees shall be allowed one choice for one period on seniority basis. Second choice for second period shall be allowed on seniority basis after all employees have had an opportunity to select first vacations. The same seniority basis shall apply to any additional periods.

9.2.5. Other requests are subject to approval by the COUNTY and will be on a first-come, first-served basis.

9.3. Vacation Cash-out

9.3.1. The cash-out of accrued leave or other accrued time off shall be paid and reported in accordance with the provisions of law regulated by the Washington State Department of Retirement Systems.

ARTICLE 10 - HOLIDAYS

10.1. The following days shall be considered annual holidays and shall be paid regardless of which day of the week they fall:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Armistice Day (Veterans’ 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 4th</td>
<td>Christmas Day</td>
</tr>
<tr>
<td></td>
<td>Two (2) Floating Holidays</td>
</tr>
</tbody>
</table>

10.2. If any of the above holidays fall on Sunday, the following Monday will be considered a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered the holiday. If any of the above holidays, or days celebrated in lieu of, is worked, the employee shall receive pay at the double time rate plus holiday pay.

10.3. Effective upon ratification of this Agreement, holiday pay for each holiday will be commensurate with an employee’s (daily) normal weekly work schedule (i.e., 4-10 schedule is 10 hours holiday pay; 5-8 schedule is 8 hours holiday pay).
ARTICLE 11 - MANAGEMENT RIGHTS

11.1. The COUNCIL recognizes the COUNTY'S right to manage, subject only to the terms and conditions of this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1. Purpose

12.1.1. Grievance as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement. "Grievant" means an employee, the COUNTY, a group of employees, or the UNION having a grievance.

12.2. Procedure

12.2.1. Preliminary discussion shall occur within twenty (20) calendar days from when the employee knew or should have known of the occurrence which gave rise to the grievance, except for wage claims which shall be filed within sixty (60) days upon receipt of the check in which the claim is based. The employee shall be expected to first discuss the matter with his/her immediate supervisor to provide the opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by a Union representative if he/she feels that it is necessary.

12.2.2. If an employee or other grievant (as defined above) is unable to resolve a grievance, the grievance shall be taken up with a representative of the Union, who will then take the grievance up with the Department Head or the COUNTY'S designated representative.

12.2.3. If the Parties are unable to resolve the grievance in 12.2.2. above, the grievance shall be taken to the Union and the Human Resources Director.

12.2.4. Any grievance which was submitted and carried forward in accordance with the grievance procedure provided in the subsections above may be taken to arbitration by the Human Resources Director or the UNION as herein provided:

12.3. Arbitration

12.3.1. Either Party may, within ten (10) calendar days after failure to adjust the grievance in subsection 12.2 above, serve upon the other Party a written request for arbitration setting forth in detail the issue to be arbitrated.
12.3.2. In the event an arbiter is not mutually agreed upon by both Parties within ten (10) days, the Parties shall jointly request the Public Employment Relations Commission to assign an arbiter.

12.3.3. A decision shall be rendered in thirty (30) days, unless mutually extended, which decision shall be final and binding upon both Parties.

12.3.4. Each Party shall pay any compensation and expenses relating to its witnesses and representatives. The COUNTY and the UNION shall share equally the cost of the arbiter.

12.4. Time Limits

12.4.1. The COUNTY and the UNION agree to comply with the time limitations set forth above, and either Party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbiter of authority to hear the grievance.

12.5. Remedy

12.5.1. All grievances as defined in this Article shall be settled in accordance with procedures outlined above. At the request of either Party, the wages, hours and working conditions prevailing prior to the time the difference arose (except in discharge cases), shall be preserved unchanged until a final decision of the matter at issue shall be reached. If an employee is removed from services for any doubtful cause, his/her removal may be subject to the grievance procedure provided for in this contract. If found guilty, he/she shall suffer the penalty, and if not, he/she shall be reinstated in his/her former position and reimbursed for loss of wages and benefits provided under this Agreement.

ARTICLE 13 - AGREEMENT MODIFICATION

14.1. Openers

14.1.1. This Agreement may be changed or modified by negotiations or terminated, 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; 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.
14.2. Savings Clause

14.2.1. Should any part thereof or any provision 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 COUNCIL and the COUNTY shall meet within thirty (30) days for re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the Parties.

ARTICLE 14 - DURATION

15.1. This Agreement shall be in full force and effect from date of ratification by the parties through December 31, 2015, and shall be renewed automatically for a period of one year unless notices as required in Section 14.1.1. has been given by either Party to the other Party requesting contract changes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

this 17th day of October, 2013

THE UNION COUNCIL:

Darren L. O'Neil; Secretary-Treasurer
TEAMSTERS Local No. 252

Ron Dahl; Business Representative
IUOE Local # 302

Bob Franssen; Business Representative
IUOE Local # 302

BOARD OF COUNTY COMMISSIONERS:

Randy Weatherlin; Commissioner
District # 1

Tim Sheldon; Commissioner
District # 2

Terri Jeffreys; Commissioner
District # 3

Mason County Public Works (Maintenance & E.R.&R. Divisions) / IBT #252 & IUOE #302
### 16.1.1 Salary Schedule

<table>
<thead>
<tr>
<th>OPERATING ENGINEERS:</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Operator I</td>
<td>$19.55</td>
<td>$21.63</td>
<td>$22.26</td>
</tr>
<tr>
<td>Equipment Operator II*</td>
<td>(Flat Rate) $23.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign Shop Foreman</td>
<td>$25.30</td>
<td>$25.54</td>
<td>$25.77</td>
</tr>
<tr>
<td>Sign Shop Specialist</td>
<td>$22.94</td>
<td>$23.15</td>
<td>$23.39</td>
</tr>
<tr>
<td>Seasonal Laborer**</td>
<td>(Flat Rate) $13.52</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TEAMSTERS:</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver I &amp; Helper</td>
<td>$18.77</td>
<td>$20.89</td>
<td>$21.53</td>
</tr>
<tr>
<td>Truck Driver II*</td>
<td>(Flat Rate) $22.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts/Inventory</td>
<td>$21.31</td>
<td>$21.53</td>
<td>$21.76</td>
</tr>
<tr>
<td>Utility/Maintenance</td>
<td>$21.49</td>
<td>$22.11</td>
<td>$22.62</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$23.43</td>
<td>$23.63</td>
<td>$23.88</td>
</tr>
<tr>
<td>Traffic Foreman</td>
<td>$24.70</td>
<td>$24.94</td>
<td>$25.17</td>
</tr>
<tr>
<td>Sign Technician</td>
<td>$22.34</td>
<td>$22.55</td>
<td>$22.79</td>
</tr>
<tr>
<td>Seasonal Flagger**</td>
<td>(Flat Rate) $12.92</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 16.2 Step Advancements:
- **Step 1** – First 6 months.
- **Step 2** – After 6 months of continuous service
- **Step 3** – After 18 months of continuous service

### 16.3 Eligibility Criteria for promotion to Equipment Operator II and Truck Driver II:

1. Upon reaching Step 3, the Operator I / Driver I may request testing to determine if the Promotion Criteria #2 or #3 below have been met:
   a) If the criteria have been met, promotion to Operator II/Driver II shall be authorized.
   b) If not met, the Operator/Driver shall remain at Step 3 until the promotion criteria have been met.
   c) A member may request testing only once in a rolling three-month period.

2. **Eligibility Criteria For Equipment Operator II** -- must demonstrate proficiency in operation of five (5) different pieces of equipment on the Equipment Operators list of equipment;
3. **Eligibility Criteria For Truck Driver II** -- must demonstrate proficiency in pulling all trailers;

16.4. **Seasonal Flagger and Seasonal Laborer Classifications:**

1. Season is from June 1\textsuperscript{st} through September 30\textsuperscript{th}.

2. Within the Seasonal Flagger and Seasonal Laborer classifications only, rights assigned by seniority, such as layoff and recall within the season, will be acknowledged as described elsewhere within the CBA.

3. If a layoff occurs, all Seasonal Flaggers & Laborers will be laid-off before the layoff of any Operators/Drivers.

4. All scheduled weekend overtime work will be offered to permanent employees before being offered to Seasonal Flaggers or Seasonal Laborers.

5. The combined total number of Seasonal Flaggers and Seasonal Laborers shall not exceed six (6).

6. Seasonal Flaggers and Seasonal Laborers will not be eligible for benefits under Article 3.4 (paid Funeral Leave), Article 8 (Seniority) except within the classification and within the season, and Article 9 (Vacation accrual).
17. **APPENDIX I - HAZARD TREE DEFINITION & POLICY**

17.1. Following is the definition of a Hazard Tree and work activities associated therewith:

17.1.1. Any tree, live or dead, which has an unstable trunk or root system. This may include soft snags as well as live trees with unstable roots or trunk damage that will create hazardous conditions when being felled.

17.1.2. Climbing: For the purpose of falling or topping.

17.1.3. Any number of unique situations, such as: a tree that is hung up in other trees, serious hillside “leaners”, and other tree problems that will place the cutter in a dangerous position.

17.1.4. Both "cutters" and "pushers" shall be compensated for the appropriate hazard premium pay.

17.1.5. In all cases, the County Engineer, or his designate, must pre-determine these hazardous conditions. However, once the tree is judged to be hazardous, that decision will not be subject to review at a later date.
18. **APPENDIX II - 4-10 WORK SCHEDULE**

It is understood by the parties' signatory to this Agreement by and between Mason County and Engineer's #302 and Teamsters #252, that effective immediately, the items listed below are negotiated changes in Road and E. R. & R. Maintenance Work Schedules from the present five 8-hour work-days to four 10-hour work-days:

18.1. **Duration of Four 10-hour days** - From the first full week in March through the last full week of October.

18.2. **Working Hours** - **Monday through Friday**

   - Road Maintenance Personnel: 6:30 AM to 5:00 PM
   - E. R. & R. Personnel: 6:30 AM to 5:00 PM

18.2.1. If the level of service in the areas of responsibility deteriorates, we will correct this by splitting the four day shifts to include one shift Monday through Thursday and the other shift Tuesday through Friday for E. R. & R. and will have the Road Maintenance Personnel work one four-day shift Monday through Thursday and a small work crew Tuesday through Friday.

18.3. **Sick Leave & Vacation Accumulation** – No change; one day accumulation shall mean eight (8) hours.

18.4. **Sick Leave** – Will be charged by the number of hours taken.

18.5. **Vacation** - Will be charged by the number of hours taken.

18.6. **Overtime** – Will be paid for work authorized and performed in excess of the 10-hour work day or 40-hour work week.

18.7. **Lunch and Coffee Breaks** – No change.

18.8 **Call-Outs** – If a call-out is required on a scheduled day off (Friday or Monday), it will be treated in the same manner as any Saturday call-out.
19. **APPENDIX III—FLAGGING SNOW REMOVAL**

It is understood by the parties signatory to this Agreement by and between Mason County and Engineers' #302 and Teamsters' No. 252, that effective immediately, the following shall apply:

**FLAGGING / SNOW REMOVAL:**

During those times that Mason County Road Department snow plows are being used for snow/ice removal from any Mason County road with a steep grade, particularly those adjacent to Hood Canal and surrounding areas, a flagman shall be provided at the bottom of the hill (grade). The Road Supervisor shall be responsible for making the determination; specifically, where and when this shall be applied.
20. **APPENDIX IV - FLAGGING**

It is understood by the parties signatory to this Agreement by and between Mason County and Engineers' #302 and Teamsters' #252, that effective immediately, the following shall apply:

**SAFETY / GENERAL:**

Mason County supports safety in the work place and encourages safety practices; e.g., the use of Flaggers, when appropriate, when plowing snow on steep hills, or the use of multiple people while loading and unloading equipment. The determination of when and where extra individuals shall be used is subject to the determination of the Road Supervisor(s).

Should the crews feel they are being subjected to unnecessary risks, they shall call it to the attention of the Manager for his/her determination.
21. **APPENDIX V – PART-TIME SHOP ASSISTANT**

21.1. It is understood by the parties signatory to this Labor Agreement between Mason County and Engineers #302 and Teamsters #252, that effective immediately the following shall apply:

21.2. A *non-bargaining unit* position may be created at the Mason County Central Shop as follows:

**PART TIME CENTRAL SHOP ASSISTANT**

**Hours:** Approximately four (4) hours per day when school is in session and eight (8) hours per day when school is not in session (i.e., during school vacations).

**Duties:**
1) Washing vehicles
2) Vehicle detailing (waxing, vacuuming, etc.)
3) Gassing vehicles
4) Running parts
5) Inspecting vehicle fluids, and tires (downtown)
6) Checking vehicle mileages for servicing
7) Transporting vehicles to the shop (from downtown) for servicing
8) Collecting monthly meter readings and mileages of department vehicles
9) Other duties as assigned by the Maintenance Supervisor

21.3. This agreement may be terminated by either party with thirty (30) days' written notice, at which time the position shall be discontinued.
22. **APPENDIX VI – FMLA PROTOCOL**

The parties to this Labor Agreement between Mason County and Engineers No. 302 and Teamsters No. 252 mutually agree to comply with all State and Federal Family Leave Laws, and the following guidelines shall be in effect:

1) Use a rolling twelve (12) month eligibility period.
   a) All employees are under the Federal Law, effective 08/93.

2) 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.

3) An employee will accure sick leave and annual leave if he/she is on leave with pay. If the employee is on leave without pay, he/she does not accrue any sick leave or annual leave. An employee would have to work, or be on leave with pay status, for at least twelve ninety-six hours during the month to accrue any leave.
   a) An employee would retain his/her seniority position, accruing seniority while on leave.

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

5) 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.
   a) 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.

6) The County will continue paying for medical / dental / vision / life insurance while the employee is on family leave; this is for the 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.

7) "Significant others" are not covered by the law.
23. APPENDIX VII – WORK ASSIGNMENTS

23.1. General Policy

23.1.1. Daily work assignments shall be made by the managers and supervisors, and given to workers having the skills and abilities to perform the work efficiently. Seniority will be the primary consideration for truck and equipment daily work assignments. All assignments, including training assignments, will be made in good faith and not in an arbitrary or capricious manner. Training needs will be determined by the County as provided in Appendix VIII.

23.2. Outlying Shops

23.2.1. The following criteria pertain to Belfair Shop and any other satellite shops that may be opened away from the Central Shop facility:

1. Seniority shall be taken into consideration when assigning employees permanently to the outlying shops. If no senior employee wants the position, the least senior employee with the necessary skills and ability will be transferred.

2. Employees shall not be temporarily assigned to an outlying shop to perform manual labor when the shop they are permanently assigned to has truck or equipment work available for which they are qualified, unless mutually agreed to by the employee and supervisor.

3. Employees temporarily assigned to another shop shall report to work at their normally assigned shop and travel to the other shop via a County vehicle, unless mutually agreed to by the employee and supervisor.
24. **Appendix VIII – Training Program Protocol**

The intent of the training program is to train Mason County public works road operations and maintenance employees in the safe, efficient, legal operation and required preventative maintenance of all County owned or rented equipment and trucks. The selection process for employees to be trained for new types of equipment purchased, rented, or leased shall be determined by craft seniority of employees desiring said training.

**Level I (Initial training)**

1. All employees will learn the basic safe operation and necessary pre-trip or equivalent checks to start, load, secure, and move for legal transportation all Mason County equipment. This would include sanders and snow plows. The County will maintain records showing the amount of time and check-off for each employee for each type of equipment an employee has received this initial training on. E. R. & R. will specify the necessary pre-trip or equivalent checks for all equipment/trucks. This training would be completed not later than the end of the employee’s 6th month of employment.

2. Load/unload and connect patch box, sanders, and plows.
3. Brooms
4. Bruch cutters
5. All rollers
6. Chip spreader
7. Backhoes
8. Graders
9. Gradalls
10. Patch box
11. Track Loader
12. Wheel Loaders
13. Athey

(Any new equipment purchased by the County in the future to be added to this list.)
APPENDIX VIII – TRAINING PROGRAM PROTOCOL (continued)

Level II (Intermediate training)

1. Employees desiring training on equipment or trucks within their respective craft will be allowed to sign up to receive training they want or the County deems they need. Employees will be chosen from the list in order of seniority within their respective craft.

2. Trainees will operate said equipment/trucks under the direction of the trainer, contingent upon safety and experience requirements of the particular job. The designated trainer shall be determined by the County, but shall generally be one of the more senior experienced bargaining unit employees.

3. The amount of time allowed for training of the various operations of specific equipment/truck in various tasks will be agreed upon by the trainer and management. Management will schedule training days to coincide with the operational needs and time constraints per job.

4. When training needs/opportunities arise during the course of the workday, an employee who has already received his/her daily work assignment may be displaced from a truck or a piece of equipment for purposes of training a less senior employee. If this displacement is of short duration (3 hours or less), no effort will be taken for re-assignment of the displaced employee to another truck or piece of equipment. If the displacement is for more than 3 hours, a re-assignment to another truck or piece of equipment will be considered for the displaced employee, taking into consideration the displaced employee’s skill and abilities to perform the work, and their seniority.

5. When an employee is deemed competent, as agreed upon by the trainer and management, the employee’s name will be placed on a check-off list showing that they have been deemed competent to operate said equipment/truck within their respective craft without the presence of a trainer. This list will be updated quarterly.

This training program will be reviewed by the Union and Management every quarter, so that any changes by either party may be discussed at that time.
25. **APPENDIX IX – DAILY WORK ASSIGNMENT PROTOCOL**

1. Whenever possible, daily work assignment sheets will be posted prior to the start of each shift.

2. Joint crew meeting at the beginning of each shift to explain any deviation from the normal work assignment, such as:
   a. Job continuity
   b. Training opportunity
   c. Specialty requirement
   d. Unforeseen requirement

3. The joint crew meeting is to be short and informative. Except for safety issues, any questions/complaints will be directed through the appropriate Shop Steward for resolution with management.

4. The number of training days per month by employee and piece(s) of equipment will be posted by the 15th of the following month documenting the assignments for everyone to see.

5. This protocol may be adjusted by mutual agreement between management and the Unions, and will be reviewed jointly on a quarterly basis.
26. **Appendix X – Call-Out Procedure**

This Appendix will be used on a trial basis and be evaluated by both Parties to determine if it will be incorporated into the Agreement on a permanent basis.

Term of the trial period is from the time the new Agreement is approved until the expiration date of this Agreement. The Union and management representatives will meet following that date to discuss the procedure and decide the actions that are appropriate. If either party finds the procedure is not working, the procedure will be discontinued pending discussions to resolve the encumbrances.

The following process will be used for call-out of Main Shop and Belfair Shop road crew members, respectively (this process does not apply to overtime that is scheduled or overtime that results from tasks that need to be extended beyond the regular shift):

1) The manager or supervisor will assess the need for resources to deal with an emergency.

2) The manager or supervisor will call-out a crew member based on the following selection criteria:
   - Qualified for needed work
   - Special Factors
   - Ability to respond in a timely fashion
   - Seniority

3) The manager and supervisor will keep a record of the situation evaluation and the decision basis for call-out. That record will reflect the contacts or contact attempts made and the results. A sample of the record is as follows:
   - Date, Time, and Location of Emergency:
   - Emergency description:
   - Call-Out needs:
   - Crew member and date/time called:
   - Result of Call: _____will report _____left message _____refused
   - Special Factors:
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 -- PUBLIC WORKS</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>WA 98584</td>
<td>WA 98531</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td></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  ☑ Renewal — Account No. 107157  Approximate No. of Covered Employees 40

INFORMATION CONCERNING TYPE OF EMPLOYER’S BUSINESS

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<table>
<thead>
<tr>
<th>COVERAGE IN BARGAINING AGREEMENT</th>
<th>(For renewals, list all coverages, not just changes)</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ A</td>
<td>☑ B</td>
<td>☐ C</td>
</tr>
<tr>
<td>Life/AD&amp;D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ A - $30,000</td>
<td>☑ B - $15,000</td>
<td>☐ C - $5,000</td>
</tr>
<tr>
<td>Time Loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ A - $400/week</td>
<td>☐ B - $300/week</td>
<td>☐ C - $200/week</td>
</tr>
<tr>
<td>LTD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Long Term Disability Income Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Waivers</td>
<td></td>
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</tr>
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<td>☑ Additional 9 months Disability Waiver of Contributions - Medical only</td>
<td>$ 11.40</td>
<td></td>
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<tr>
<td>Domestic Partners</td>
<td></td>
<td></td>
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<tr>
<td>☐ Domestic Partners – Medical</td>
<td></td>
<td></td>
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<tr>
<td>Dental Plan</td>
<td></td>
<td></td>
</tr>
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<tr>
<td>Vision Plan</td>
<td></td>
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<tr>
<td>☐ EXT</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>☐ Domestic Partners – Vision</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Contributions above are effective (month, year) August 20, 13 based on employment in the prior month.

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer  For Union

Title/Assn  Date  Title  Sec-Treas  Date

9/25/13
ELIGIBILITY TO PARTICIPATE IN TRUST

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

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

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

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

TRUSTEES’ AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust’s benefit plans, the plans’ eligibility requirements, and other matters related to the administration and operation of the Trust and its benefit programs. 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 10/01/13

[Signature]
Administrative Agent
Washington Teamsters Welfare Trust

SA 28 (REV 01/07)
COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

MASON COUNTY — PUBLIC WORKS
Employer Name
P.O. Box 400
Address
Shelton
City
WA 98584
State
Zip Code

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

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<th>X</th>
<th>B</th>
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For Employer

Title/Assn
Date

Title
Sec-Treas Date

9/23/13
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Date [Signature]
Administrative Agent
Washington Teamsters Welfare Trust