

AGREEMENT BY AND BETWEEN
WHITMAN COUNTY
AND
TEAMSTERS UNION LOCAL 690/ SOLID WASTE DEPARTMENT BARGAINING UNIT
JANUARY 1, 2017 TO DECEMBER 31, 2020

THIS AGREEMENT is entered into between the Board of Commissioners of WHITMAN COUNTY, hereinafter referred to as the "County" and TEAMSTERS UNION LOCAL 690, hereinafter call the "Union."

ARTICLE I – PURPOSE

It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Solid Waste Department together with promoting harmonious relations between the County and the Union and to provide for the rights, wellbeing and security of the employees covered by this Agreement. The employees in turn pledge themselves to render the Employer loyal and efficient service.

ARTICLE II – UNION RECOGNITION

- 2.1 The County recognizes the Union as the exclusive bargaining agent for all employees within the bargaining unit.
- 2.2 The bargaining unit consists of all regular employees of the Solid Waste Department excludes the Director, Supervisors, Foremen, temporary employees, all other County employees and those positions excluded by law.
- 2.3 For purpose of allowing the Union to keep informed as to the personnel in the bargaining unit the Director will make available to the Union, at all reasonable times, the payroll records of the Solid Waste Station.
- 2.4 Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Union or other employee organizations. No member of the Union shall be discriminated against for exercising his/her rights under this Agreement.
- 2.5 Upon finalizing arrangements with PERC, a secret ballot election shall be conducted whereby the bargaining unit members shall vote whether or not future employees shall be required to join the Union as a condition of employment. A majority of bargaining unit members shall determine the outcome of the election and bargaining unit members employed at the time of the election (as shall be determined by the voter eligibility list).

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3.6 Regular Part-time: An employee who regularly works less than one hundred seventy-three (173) hours but not less than eighty (80) hours per month and shall be entitled to the prorated benefits provided for in this Agreement.

ARTICLE IV – NON-DISCRIMINATION

4.1 Neither the County nor the Union shall discriminate against any employee because of race, color, creed, sex, age, national origin, marital status, sexual orientation, veteran status or because of a sensory, physical or mental handicap. Such action shall include, but not be limited to, the following: upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation. It is not the intent of either party to circumvent any of the other provisions of this Agreement.

4.2 All references to employees in this Agreement designate both sexes, wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE V – DUES DEDUCTION

5.1 The County agrees to deduct, once a month, Union dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be aggregate deduction of all employees shall be remitted, together with an itemized statement to the Treasurer of the Union.

5.2 The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check off of Union dues. The Union agrees to refund to the County any amount paid to it in error on account of the check off provision upon proper evidence thereof.

5.3 In the event **a bargaining unit member is also** a member of a bona fide religious body or sect which objects to its members joining or financially supporting a labor organization the employee may pay an amount equivalent to Union dues or representation fee to a **Union designated** 501(c)(3) qualified nonprofit organization selected by the Union.

ARTICLE VI – MANAGEMENT RIGHTS

6.1 The County shall have the right, subject to established grievance procedures, to control and supervise all operations and direct all working forces including the right to select and hire, discipline or discharge, classify, reclassify, suspend, layoff, promote, demote, or transfer employees or relieve them from duty to control and regulate the use of all the equipment and other property of the County and to maintain discipline and efficiency among its employees. Such actions shall be for cause; "cause" shall mean that the action will not be arbitrary or capricious.

6.2 Nothing in this Agreement shall interfere with Foremen or other supervisory personnel carrying out their supervisory duties or performing bargaining unit work as provided in 13.9 below.

6.3 The County may subcontract work provided that if bargaining unit employees should be displaced the County's intent to subcontract will be discussed with the Union no less than four (4) months prior to the proposed implementation date and the County shall negotiate the effects of such a contract on bargaining unit employees.

ARTICLE VII – UNION MANAGEMENT RELATIONS

7.1 All collective bargaining during the term of this Agreement with respect to wages, hours and working conditions shall be conducted by the authorized representative of the Union and authorized representative of the County.

7.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the Union and the Board of County Commissioners.

7.3 Only representation activities may be conducted during working hours. Said activities should not disrupt the workplace, and the employees shall secure prior supervisory approval. Such approval shall not be unreasonably withheld.

7.4 On January 1 of each year the Union shall submit to the Director a written list of Union stewards and negotiating committee. The Director shall be notified of any changes that occur during the year within one (1) week after such changes are made.

ARTICLE VIII – STRIKES AND LOCKOUTS

8.1 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

8.2 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers.

ARTICLE IX – DISCIPLINE / DISCHARGE

9.1 The parties agree that the purpose of progressive discipline is to allow a bargaining unit employee proper notice of performance deficiency, the opportunity to improve performance and to allow the Employer to document disciplinary matters.

9.2 Progressive discipline involves verbal counseling and one or more written warnings or suspensions before termination. However, exceptions or deviations from normal procedure may occur whenever the Employer deems that the circumstances are sufficiently serious in nature to warrant suspension or immediate termination. It should be remembered that employment is at the mutual consent of the employee and the Employer; except as may be otherwise provided in

be a verbal discussion and, if settled, no further action shall be taken. It shall be the employee's responsibility to communicate the final results of this discussion to the Union.

Step 2: If the grievance is not resolved on the above informal discussion basis the grievance shall be reduced to writing, specifying the paragraph in the Agreement being grieved and what action is to be taken if his/her grievance is upheld, signed by the aggrieved party, and within ten (10) working days of the date in Step 1, shall be submitted to the immediate supervisor and the Union. Any grievance not so filed with the immediate supervisor shall be waived, whether or not the employee has actual notice of his/her grievance. The immediate supervisor shall investigate the grievance and provide the employee and Union a written answer within ten (10) working days of the date of submission.

Step 3: After having received the written answer of the immediate supervisor, if the employee still feels aggrieved he/she shall, within ten (10) working days after having received said answer, file a formal grievance with the Union and the Public Works Director. Such grievance must state the date on which he/she discussed his/her complaint with his/her immediate supervisor and the date on which he/she received a written answer from his/her supervisor.

A grievance committee shall be formed by the Union which shall meet with any person or persons designated by the County.

Upon receipt of a grievance, the Union shall investigate its validity within ten (10) working days.

At the request of the Union, a meeting shall be held between the County's representative and the Union's representative to settle the grievance, if possible.

10.3 Any and all grievances not timely processed in the above manner shall be waived provided the above time limits may be extended by mutual agreement.

ARTICLE XI – MEETINGS

11.1 The parties hereby agree that when labor negotiations or grievance procedures require meetings they shall be scheduled, when practicable, during work time. If such meetings are scheduled during work time the Union shall be represented by not more than one (1) member, who shall be considered acting within the scope of employment for pay and other benefit purposes only.

ARTICLE XII – SENIORITY

12.1 Seniority according to this Agreement shall consist of the continuous service of the employee with the Whitman County Solid Waste Department. After completion of the probation period, the employee's seniority will be from their first day of employment for all benefits, wages and conditions of employment subject to the provisions of Article III. A probationary employee shall have no seniority rights or be classified as a regular employee until he/she has completed his/her probationary period. A temporary employee shall have no seniority rights.

13.2 Changes from a higher to a lower available job classification may be made at the request of an employee with the approval of the person responsible for the supervision over him/her.

13.3 Job Posting: When a permanent vacancy occurs in a job classification covered by this Agreement it shall be posted for a minimum of five (5) working days in each work location. All regular employees in other job classifications covered by this Agreement shall be eligible to bid by signing his/her name on the bulletin, provided the crew affected shall have first consideration. The Director shall select the applicant to be awarded the vacancy in accordance with the provision above. The Director's decision shall be final and binding. When circumstances warrant, and with the agreement of the Shop Steward, a position may be recruited for simultaneously as provided for above, county wide and to the general public. Employees, whose qualifications, in the opinion of the Employer, are equal to or greater than applicants from the general public, will be given first consideration.

13.4 Regular employees shall be promoted over temporary employees.

13.5 Should the employee selected to fill the job opening fail to qualify for that job or should he/she decide he/she does not want the job, the employee shall be returned to his/her previous job within thirty (30) days of accepting the position.

13.6 Layoff/ Recall: When it is necessary to reduce the force, all employees who are not on a regular status shall be laid off first. In any reduction of the regular force, layoffs shall be based on technical abilities as to operation of equipment that is intended to be retained in service. In the event two (2) or more persons are, in the judgment of the Director, equal in technical ability, it shall be based on seniority. Each employee involved shall be given a five (5) day notice.

13.7 All regular employees shall be entitled to call back rights. When rehiring regular employees, the order of call back shall be in reverse with the last person released being entitled to the first chance at any position which becomes open, subject to his/her qualifications for the opening. His/her regular classification upon returning to work shall be that of the job to which he/she returns regardless of what his/her regular classification may have been at the time of the layoff. Call back rights for employees laid off shall be for a period of eighteen (18) consecutive months from the date of layoff. The Employer and the Union may, by mutual agreement, extend the call back period to twenty-four (24) consecutive months. The County will mail a notice to the employee at his/her last known address. Any employee who fails to report for work within one (1) week from the date he/she is sent written notification of the opening shall forfeit all call back rights.

13.8 In any reduction of forces, which involves the layoff of regular employees, the regular job classification of employees who are not laid off may be changed. Any employee who has his/her regular job classification downgraded as a result of the layoff of other employees shall have first chance to be returned to his/her former regular classification when an opening at this classification becomes available.

under the same terms applied to out-of-classification assignments, as set forth above, receive one dollar (\$1.00) per hour for the period of time in that capacity.

14.5 Work performed after the employee's scheduled work hours, requiring an employee who has departed from the job to return to work or an employee called to work on a scheduled day off shall be compensated with a minimum of three (3) hours, payable as overtime.

Early shift call is any time worked prior to the employee's scheduled start time that continues uninterrupted into that employee's regularly scheduled work shift, early shift shall be payable as overtime, shall be an exception to the three (3) hour guarantee and will not be construed as "call back."

14.6 During the term of this Agreement, bargaining unit employees will be paid twice per month. It is agreed that the Employer may during the term of this Agreement, with no less than thirty (30) days prior notice, convert the current pay period(s) from twice per month to every two weeks (bi-weekly).

Employees may not draw on wages earned prior to any pay period. It is agreed that the Employer may, during the term of this Agreement, convert the current practice of paying non-exempt employees on a salaried basis to paying employees on an hourly basis. It is further recognized and agreed that the Employer will, effective January 1, 2015, fully comply with Washington State payment requirements for workers compensation insurance.

14.7 The Employer will effective upon ratification by both parties begin reimbursing employees required to maintain a CDL the license portion of the renewal costs.

ARTICLE XV – HOURS OF WORK AND OVERTIME

15.1 The workweek for the Solid Waste Department shall be forty (40) hours of work to consist of five (5) eight (8) hour days, or four (4) ten (10) hour days, to be determined by the Director. Nothing herein shall be construed to prevent the Employer from developing and implementing work schedules for four (4) ten (10) hour workdays during the workweek. In the event such a schedule is developed and implemented, the County will make every reasonable effort to rotate employees through such a schedule.

15.2 The regular hours of work each day shall be consecutive except for interruptions designated for a one-half (1/2) hour unpaid lunch period. Two (2) ten (10) minute rest periods shall be provided each workday on County time; one (1) in the morning and one (1) in the afternoon work period.

15.3 In accord with 15.1 of this Article, all employees shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time. Servicing of County equipment shall be done during the regular work shift or else it shall constitute overtime work. When the location of the day's work is away from the reporting point, travel time at the beginning and the end of the work shift from the job to the reporting point shall be considered as time worked.

ARTICLE XVI – HOLIDAYS

16.1 The following days shall be recognized as holidays for full-time employees:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
The day following Thanksgiving Day	Christmas Day
Floating Holiday (1)	

16.2 Provided, if any of the above days are celebrated state wide on a day other than the traditional day by national legislation, the state-wide day shall be taken as the holiday rather than the traditional day. In addition to the above holidays, any other day or portion thereof proclaimed as a holiday by the County Commissioners shall be a holiday hereunder.

16.3 If a holiday falls on a full-time employee's scheduled time off, except as provided for elsewhere in this Article, he/she will be entitled to an additional day off of their choice subject to their supervisor's approval.

16.4 The Floating holiday must be taken during the calendar year in which it was earned. An employee in order to be eligible to take a Floating Holiday must have completed six (6) months of probationary employment. Prior approval by the supervisor must be obtained before taking the floating holiday.

16.5 If an employee is required to work one of these holidays, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of one and one-half (1 ½) his/her regular pay with a guarantee of three (3) hours.

16.6 Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a holiday. Whenever one of the above holidays falls on a Friday or Saturday during a normal four (4) day, ten (10) hour workweek, the previous Thursday shall be a holiday for those employees working the four (4) day week. Whenever a holiday falls on a Saturday the preceding Friday shall be observed as a holiday. During workweek rotations, holidays falling on a Monday or Tuesday shall be observed on Wednesday. Employees shall receive holiday pay commensurate with their normal scheduled shift.

16.7 Part-time employees will be eligible for only those recognized holidays which occur on a day they would normally be scheduled to work. Additionally, those who normally work a minimum of twenty (20) hours per work week shall be eligible for one floating holiday per year. Part-time employees will be compensated on the basis of the number of hours they would normally have been scheduled to work.

17.7 In the event of death of an employee the Employer shall compensate, to the deceased employee's estate up to one half (1/2), not to exceed thirty (30) days, of unused sick leave accumulated at the time of death.

17.8 An employee will only be charged with days of sick leave on those days when he/she would have worked regularly.

17.9 Worker's Compensation: County health and welfare benefit contributions, if applicable, and sick leave shall be integrated with employee worker's compensation benefits, such that the sum of an employee's total compensation does not exceed one-hundred percent (100%) of the County's benefit contributions and/or the employee's regular daily rate of pay for any one day. Employees must provide immediate notice to the Employer on the full schedule of benefits for which they are eligible and those they receive. An employee's failure to provide the notice set forth above may result in a delay in receipt payment or denial of the coordination of benefits set forth below.

Any employee who is eligible for state industrial time-loss compensation for time off because of an on-the-job injury or illness shall be eligible to use their accrued sick leave, following the first three (3) days of absence; ~~in~~ to offset the dollar difference between his/her regular pay and the time-loss benefits received. Employees may use a full day(s) of their accrued sick leave to cover the first three (3) days of absence, however, the amount paid the employee in time-loss compensation for the first three (3) days of absence shall be credited to Whitman County from the employee's available accrued sick leave, and/or other compensation due the employee in the next payroll period.

In order to reduce any undue hardship on the employee caused by the delay in his/her receipt of time-loss benefits and/or health and welfare payments, the employee will be paid his/her regular compensation using his/her available accrued sick leave. Upon receipt of the aforementioned payments, the employee is required to endorse these payments over to the County. Upon receipt, employees will be credited the pro-rata portion of his/her sick leave for which he/she was compensated through time-loss or other disability payments. In the event an employee fails to timely endorse their time-loss payments over to the County, the overpayment will be withheld from accrued sick or vacation leave due the employee in their next or last pay warrant. Should the employee have no leave from which to deduct the overpayment, the amount due will be withheld from any other compensation owed the employee; immediately reimbursed by the employee; or obtained through whatever legal means may be available to the County.

Employees may use their accrued vacation leave in the same manner as set forth above, but only after having first exhausted all of their personal accrued sick leave.

17.10 Consistent with the principle that sick leave is granted to the employee in order that he/she need not work when ill nor suffer loss of pay due to illness, the following rules on the use of sick leave are established: After one (1) year of employment an employee whose record indicates a consistent lack of less than five (5) days of accumulated sick leave or a persistent pattern of use, that is, one (1) or two (2) days sick per month or every other month, will be considered to have jeopardized his/her sick leave privileges by abusing them and will be subject to review by the

18.8 Vacation shall be approved by the Director and insofar as consistent with the efficient operation of the Solid Waste Department, the Director shall endeavor to schedule vacations according to the employee's seniority choice of dates.

18.9 After termination of employment the employee shall receive accrued and unpaid salaries to the date of termination, and, except for an employee terminated during their probationary period, shall be paid for accrued vacation to the date of termination.

Annual leave may be accumulated to a maximum of two hundred sixteen (216) hours, or two hundred forty (240) hours for employees with twenty (20) or more years of service. Consistent with Employer practice, employees may accumulate annual leave in excess of the allowed maximum during any calendar year, however, accrued annual leave which exceeds the allowed maximum at the end of each calendar year will be automatically forfeited without action on the part of either party.

If an employee's vacation is delayed at the request of the Employer so that his/her accrued vacation exceeds the established maximum accrual, the amount in excess of his/her accrual, may be carried over into the next calendar year, an additional thirty (30) days. In all other cases, any accrual beyond that provided for above shall be immediately forfeited without action by either party.

18.10 Employees, except those who have not completed their probationary period, who are separated from service of the employer for any reason, prior to taking his/her vacation, shall be compensated for the unused vacation time he/she has accumulated at the time of separation up to the maximum allowable accruals. Upon the death of an employee his/her estate shall be paid for the total accrued annual leave.

18.11 Employees annual leave accrual data may be requested, in writing, from the supervisor.

ARTICLE XIX – MILITARY LEAVE AND JUDICIAL DUTY

19.1 Each employee shall be allowed military leave as provided by federal or state law

19.2 Any employee who is called for jury duty or subpoenaed to appear as a witness before any court or other public body in any proceedings in which such employee is not personally involved, shall receive from the County his/her regular rate of pay for the actual time, up to 30 calendar days, he/she is required to be absent from work because of such jury duty or subpoena, less any amount paid for such jury duty appearance. Any such absence shall not be counted as sick leave or vacation. Provided, if an employee is called for jury duty or subpoenaed within Whitman County and is dismissed from such duty or appearance prior to noon, he/she shall report for work.

ARTICLE XX – HEALTH AND WELFARE

20.3 The County shall give notice of intent to change health and welfare carriers and/or coverages. Said notice shall not be less than thirty (30) calendar days prior to the proposed effective date of any change in carriers or plan coverages.

20.4 Any greater cost difference in the health program premium and the above described amounts or any additional coverage for any family members of the insured employee will be the responsibility of and at the sole expense of the employee.

20.5 Prior to making its decision relative to the offering of group insurance programs hereunder, the County shall hold at least one (1) insurance information meeting if requested in writing by the Representative of the Local Union, at which insurance experts selected by the Union and at the Union's expense, shall fully and carefully outline the various facts to be considered in making the decision. The meeting will be held during non-working hours. The Union shall appoint an Insurance Representative who shall attend the meetings as part of his/her employment. The Union may invite insurance experts to participate in the meeting. All experts participating shall make presentations as requested by the County and shall answer questions put to them by persons attending the meeting. The final decision relative to the offering of group insurance programs shall be made by the County.

20.6 The County shall continue its payment into the employee's retirement program as established by state law for all bargaining unit employees.

ARTICLE XXI – SAFETY

21.1 The Employer agrees to maintain a safe workplace in accordance with the WISHA, OSHA or any other mandated state or federal safety standards. In the event of any bargaining unit employee reasonably believes that a working condition is unsafe he/she shall immediately report the same to the Director or designee. The Director, or designee if different, shall promptly commence the investigation of the allegations and respond in writing to the employee what the investigation revealed and what remedial action was taken.

ARTICLE XXII – MISCELLANEOUS

22.1 Each employee is responsible for the upkeep and general maintenance of any equipment he/she may be assigned to, whether permanent or temporary, and it shall be the duty of the operator to anticipate, within reason, normal repairs and maintenance needed and report such to his/her foreman or supervisor on a form provided by the County.

22.2 Seasonal overalls, work gloves, rain gear and rubber overshoes shall be provided by the Employer on an as needed basis. The Employer shall provide employees with an annual boot allowance of up to a maximum of two hundred seventy-five (\$275.00) dollars upon presentation of a valid purchase receipt. Boots shall remain at the Solid Waste Station. Damaged boots will be replaced or repaired by the Employer, at the discretion of the Public Works Director or his/her designee.

ARTICLE XXIII – SAVINGS CLAUSE

SIGNATURES OF THE PARTIES TO THE AGREEMENT

WHITMAN COUNTY
BOARD OF COMMISSIONERS

Dated this 2nd day of ~~December~~ ^{January} 2017/8 ~~mb~~

Arthur P. Swannack

Art Swannack, Commissioner District 1

Dean Kinzer

Dean Kinzer, Commissioner District 2

Michael Largent

Michael Largent, Commissioner District 3

TEAMSTERS UNION LOCAL 690

Dated this 4th day of ~~December~~ ^{January} 2017

Val Holstrom

Val Holstrom, Secretary -Treasurer

Joe Kuhn

Joe Kuhn, Bus. Representative

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