

AGREEMENT BY AND BETWEEN
WHITMAN COUNTY
AND
TEAMSTERS LOCAL 690/COURTHOUSE BARGAINING UNIT

JANUARY 1, 2020 TO DECEMBER 31, 2022

PREAMBLE

This Agreement is made and entered into by and between the Whitman County Commissioners, herein referred to as the Employer (which term may also be used in this document to mean elected officials and/or department heads), and the Teamsters Union Local 690, herein referred to as the Union. The purpose of this Agreement is to set forth the hours of work and the conditions of employment for the employees of the Employer represented by the Union as defined in Article I of this document, pursuant to the authority of Chapter 41.56 of the Revised Code of Washington.

ARTICLE I – RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full time and part time employees of the Whitman County Auditor's Office, Clerk's Office, Treasurer's Office, Assessor's Office, Courthouse Maintenance Department, District Court, Health Department, Prosecuting Attorney's Office, Co-operative Extension Office, Superior Court (with the provision that the position of Superior Court Reporter will be represented only as regards economic conditions), and Juvenile Services.

1.2 The employees excluded from this Agreement are: Temporary and seasonal employees, Chief Deputy Auditor, Chief Deputy, Chief Deputy Clerk, Treasurer, Nursing Supervisor(s), other Supervisors, Confidential employees, Deputy Prosecutors, Prosecutor's Administrative Secretary, Court Reporter, Senior Probation Officer and all others.

1.3 It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Courthouse operations together with promoting harmonious relations between the Employer and the Union and to provide for the rights, well-being, and security of the employees of the Employer.

1.4 The Employer hereby recognizes Teamsters Union Local 690 as exclusive bargaining agent for all persons set forth in sub-section 1.1 and in the employ of the Employer. It is further agreed that all employees subject to this Agreement shall have the option to pay or not pay Union dues and membership fees. New employees electing to voluntarily not pay Union dues and membership fees shall notify the Union and the Employer, in writing, not later than the 30th day from the commencement of their actual employment, or thirty (30) days after execution of this Agreement, whichever is the later. New employees wanting to join the Union shall file membership application with the local union within the time frame set forth above.

Any employee covered by this Agreement, may voluntarily elect to withdraw their dues deduction authorization, at any time during the term of this Agreement, by providing written notice to the Union and the Employer.

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1.4.1 It is agreed between the parties that the Union hereby indemnifies and holds the Employer harmless against any actions, claims or liabilities arising from action taken by the Employer in adherence with section 1.4 above.

1.5 DUES AND DEDUCTIONS: The Employer shall deduct Union Membership Dues from the wages of employees upon the following conditions and at the times and in the manner hereinafter provided.

1.5.1 For employees who sign individual authorization forms, the Employer shall, in accordance with such authorization, deduct from the earnings payable to such employees, union dues and a check for the deductions shall be remitted to the Union as soon as practical.

1.5.2 Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization.

ARTICLE II – NONDISCRIMINATION

2.1 Neither the Employer nor the Union shall discriminate against any employee because of race, religion, creed, color, national origin, gender, sexual orientation, age, disability, pregnancy, political affiliation, martial or veteran's status or any basis prohibited by local, state or federal law. All activities related to employment including, but not limited to, recruitment, selection, transfer, promotion, termination, and training shall be conducted in a non-discriminatory manner.

2.2 No employee covered by this Agreement shall be discriminated against because of his/her membership in the Union or lack thereof, or activities on behalf of the Union; however, such activities shall not be conducted during existing work hours nor be allowed to interfere with the Employer's operations.

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

ARTICLE III – DEFINITION

3.1 Regular Employee: An employee who has successfully completed his/her probationary period.

3.2 Probationary Employee: An employee who has not completed his/her probationary period. Any termination of a probationary employee may not be appealed under this Agreement.

3.3 Regular Part Time Employee: An employee who regularly works less than one hundred seventy three (173) hours a month, but not full time, and shall receive benefits as provided by law. An employee who works eighty (80) hours or more a month shall be entitled to prorated benefits provided for in this Agreement.

3.4 Temporary or Seasonal Employee: An employee hired generally for a specific period of time not to exceed six (6) full calendar months to complete a seasonal temporary project. The employment period may, by mutual agreement of the Union and the Employer, be extended. Nothing in this provision shall be construed to limit the Employer's ability to re-employ temporary or seasonal workers from year to year.

Temporary or Seasonal employees shall be paid on an hourly basis and shall not receive the benefits of regular employees, except those required by law.

ARTICLE IV – MANAGEMENT RIGHTS

4.1 Subject to the express terms and conditions of the Agreement, all of management's inherent rights, powers, authority and functions shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management or operation of the County affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the equipment to be utilized, the process and procedure to be followed; the right to contract or subcontract work, the right to maintain, train and utilize non-paid interns, the right to make and enforce reasonable work rules, regulations and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work, and the right to control the scheduling of such work; the right to determine the number of employees and the direction of the working forces; the right to hire, select and train, discipline, suspend, discharge for just cause, assign, promote, retire and transfer its employees.

4.2 The Employer and the Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 In the event the County proposed to enter into a contract or subcontract which may have the result of eliminating positions within the bargaining unit, the County shall inform the Union no less than sixty (60) calendar days prior to the proposed effective date of such a contract. The County, upon receipt of the Union's written request, shall agree to meet and negotiate concerning the effects of such a proposed contract with the Union. Nothing herein shall be construed to limit the County's right to manage County resources as may be necessary.

ARTICLE V – EMPLOYEE RIGHTS

5.1 It is expressly recognized that certain rights and protection are granted to the employees through the constitution, statutes and regulations of the United States and the State of Washington. It is the intent of the parties to this Agreement that the Agreement shall not diminish those rights and protections.

5.2 The Union, as representative of the employees listed in Article I has the right to:

- A. Use County bulletin boards to advertise notices of Union meetings. A copy of any posted notice shall be given to the HR manager within five (5) working days of posting.
- B. It is not the intent of the Employer to provide time during normal working hours for the conduct of Union business including those scheduled work hours spent in preparation for negotiations for a successor to this Agreement. However, one employee, unless otherwise mutually agreed to, will be paid their regular rate of pay for their normally scheduled work hours spent in direct negotiations with the Employer. Those hours outside the referenced employee's regular scheduled work day, including meal and break periods, will not be considered as paid time.

Union officials (Stewards) will be granted, based on the Employer's workload and with supervisor approval, paid leave, during their regular work hours only, to attend scheduled meetings with the Employer, or to conduct official Union business regarding the processing of Union grievances, except arbitration, that arise during the term of this Agreement, and provided that suitable relief, if necessary, can be obtained. Employees other than Union officials will not be paid and must clock out and in when meeting with either the Union Business Representative or other Union official.

The Employer may grant unpaid leave to Union officials and/or other employees in order to meet with their Union representative or to attend scheduled Union meetings, or other Union activities, so long as such leave does not interfere with the work functions of the Employer or the employee(s). Union officials and other Union representatives are subject to all the rules and regulations regarding the conduct of employees while on the premises of the Employer.

Union officials and other authorized Union representatives shall be designated in writing, and the Union shall provide the Employer with an updated list as soon as practical following any Union election or appointment of any initial or subsequent Union officials or other authorized Union representative.

- C. With adequate prior notice, except in an emergency, the Union shall have access to the Employer's facilities and/or its members during regular working hours for the conduct of Union business so long as such use does not interfere with the functions of the Employer, or the work of its employees. Employees, except as set forth above, will not be paid for time spent in the conduct of Union business.

The Union agrees to reimburse the Employer for any and all costs including those for expendable materials used, for example: paper, photocopying costs, etc., and as set forth in County policy.

ARTICLE VI – SENIORITY

6.1 Seniority shall mean an employee's continuous length of service within the County from first date of hire. Seniority shall not apply to an employee until he/she has completed the required probationary period. The employee shall be credited with seniority from his/her most recent date of hire and first day of employment.

6.2 Probationary Period and Probationary Employee: The probationary period is an extension of the selection process and failure of same, as determined by the immediate supervisor and/or Director does not constitute any right to appeal under this Agreement. The probationary period shall be a period of one hundred eighty (180) calendar days from the probationary employee's initial first day of employment, except that the probation period may be, by mutual agreement between the Employer and the Union, extended up to an additional one hundred eighty (180) calendar days if the employee's performance warrants such action. The probation period may also be waived by mutual agreement between the Employer and the Union. Failure of satisfactory probation and dismissal can come at any time during the probationary period. After satisfactory completion of the probation period the employee's seniority will date from the original date of hire for all benefits, wages and conditions of employment. Provided, however,

the employee shall not be entitled to draw upon any such benefits during his/her probationary period of employment. Provided further, if a probationary employee's employment is terminated during his/her probationary period, he/she shall receive no compensation for sick leave or annual leave benefits that may have accrued during his/her probationary period.

6.3 Seniority shall terminate upon discharge, resignation, or retirement, or eighteen (18) consecutive months of layoff, or eighteen (18) months in State Industrial accident cases and for unexcused absences of three (3) or more consecutive days in duration. The Employer and the Union may, by mutual agreement, extend the allowed period to twenty-four (24) consecutive months.

6.4 Seniority shall be a determining factor in layoffs, and recall from layoffs, by department, provided such factors as skill and ability, experience, performance and qualifications are considered equal in the opinion of the Employer. Vacations shall be scheduled by department seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week.

ARTICLE VII – JOB POSTING / LAYOFF

7.1 The department head may fill vacancies by promotion of employees within the service of the County. If a qualified employee is available in the department, the department head may promote within the department. If no qualified employee is available, in the department, the position will then be posted, in each County department, for a period of five (5) working days. If no suitable employees are available within the service of the County, applicants will be recruited from outside the service. When circumstances warrant and with the agreement of the Shop Steward, a position may be recruited for simultaneously 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. The Employer's selection will be final and binding.

7.2 Regular employees shall be promoted before and over temporary employees.

7.3 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 sixty (60) days of accepting the position.

7.4 Layoff / Recall: When it is necessary to reduce the force within a department, all employees who are not on a regular status shall be laid off first. Any employee involved shall be given at least thirty (30) working days written notice prior to layoff. In the event of any layoff, it shall be the employee's responsibility to keep the Employer apprised of any changes in the employee's address.

7.5 All regular employees shall be entitled to call back rights to their former position or if qualified to another position within the department of layoff. When rehiring regular employees, the order of call back shall be in reverse with the last employee released being entitled to the first chance at any position which becomes available and for which they are qualified. Call back rights for employees laid off shall extend for a period of eighteen (18) consecutive months from the date of layoff. When a job becomes available the County shall mail a certified notice to the last known address of the employee. Any employee who fails to respond to this notice within

one calendar week of receipt shall forfeit all call back rights. The Employer and the Union may, by mutual agreement, extend the call back period to twenty-four (24) consecutive months.

7.6 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 modified to include duties and responsibilities of laid off employees. Any employee may have his/her job reclassified as a result of the layoff of other employees and shall have the first chance to be returned to his/her former regular classification when an opening at this classification, in his/her department, becomes available.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

8.1 The employee's scheduled workweek shall normally consist of five (5) consecutive days, Monday through Friday inclusive, unless changed by mutual agreement between the employee and Employer, or to meet the temporary service requirements of the Employer.

8.2 Eight (8) consecutive hours of work, except for interruptions for lunch, shall constitute a workday unless changed by mutual agreement between the employee and the Employer.

8.3 Meal periods: All employees shall be granted an unpaid lunch period of one (1) hour during each work shift or by mutual agreement an unpaid lunch period of one half (1/2) hour. Whenever possible, lunch periods shall be scheduled at the middle of the shift.

8.4 All employees shall be granted two (2) fifteen (15) minute rest periods during a normal work shift. These breaks may be scheduled as long as they do not disrupt the functioning of the Employer.

8.5 Overtime: Time and one half (1 ½) the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- A. All work performed in excess of forty (40) hours in any workweek.
- B. All work performed on Saturday or Sunday, provided a forty (40) hour work week has been worked.
- C. Holidays, sick and vacation leave shall be counted as time worked for the purpose of computing overtime.

8.6 An employee, upon working overtime shall elect to be paid for the overtime or be granted compensatory time. Compensatory time off may be scheduled by mutual agreement on a one and one half (1½) hour for each hour worked over forty (40) in a week. Once an employee has selected to receive compensatory time, upon written approval of his/her supervisor, he/she may be paid for such time. Compensatory time may be accrued to a maximum of forty-eight (48) hours, but must be used prior to the end of the calendar year. If not used, the employee will be paid for all accrued and unused Compensatory time in excess of the allowed maximum at the end of the calendar year.

8.7 Working out of Classification: When an employee is assigned, in writing, by his/her supervisor to perform a majority of the duties and to accept a majority of the responsibilities of a position in a higher classification, and when the employee performs such duties and responsibilities for a period in excess of five (5) working days he/she shall be compensated at a rate of pay that is 6% higher than his/her classification; such compensation shall be retroactive to the beginning of such period when the employee began performing such duties and responsibilities.

8.8 Any employee detained from scheduled work, shall notify the Employer not later than one hour before his/her schedule work shift begins (except in cases of extreme emergency, and then as soon as possible).

8.9 After ten (10) minutes, overtime worked shall be rounded upward and paid on fifteen (15) minute increments.

8.10 Overtime shall only be paid providing the employee had been available for work on all regularly scheduled hours during the employee's work week; otherwise overtime will only be paid after forty (40) hours worked during the work week. An employee shall be considered not available for work if, during the week in question the employee was absent due to requested unpaid leave of absence or absent without permission.

8.11 Any employee called to work outside his/her scheduled work time shall receive a minimum of two (2) hours work or pay.

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 followed by one or more written warnings or suspensions before termination. However, exceptions or deviations from normal procedure may occur whenever the Employer deems the circumstances are sufficiently serious in nature to warrant a higher level of discipline including termination.

9.3 In matters of discipline, except in cases of oral reprimands, the employee has the right to have a Union representative present. Prior to discharge or suspension, the employee shall have the right to a meeting at which time he/she shall be presented with the facts of the charges against him/her and a summary of the Employer's evidence against him/her. The employee shall have the right to respond to said charges.

9.4 The County has adopted a progressive disciplinary policy to insure a nondiscriminatory method of disciplining employees. As noted in Section 9.2 exceptions or deviations may occur when circumstances warrant progressive steps be skipped or immediate termination. Discipline is the responsibility of management. Disciplinary actions or measures may include the following:

- Oral reprimand
 - Written reprimand
 - Suspension
 - Demotion
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- Discharge

Any disciplinary action or measure taken against a regular employee, for a matter covered by this Agreement, may be processed as a grievance through the regular grievance procedure. Failure to provide a courtesy copy to the Union shall not be regarded as a procedural defect under the terms of this Agreement. The sole remedy for such a failure is to provide a copy upon notice.

9.5 The employer shall not impose a disciplinary discharge upon any employee without just cause. The employee and the Union shall be notified in writing, that an employee has been suspended, demoted or discharged.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provisions of this Agreement.

10.2 For grievances arising under this Agreement the following procedures shall be followed:

STEP 1: Within five (5) working days from its occurrence or the date on which he/she first became aware of it, with a maximum of thirty (30) working days, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The employee may have a Union representative present at this meeting if he/she so desires. This discussion shall 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 during the above informal discussion basis, the grievance shall be reduced to writing, signed by the aggrieved parties and, within ten (10) working days of the date of discussion in Step 1, shall be submitted to the department head. Any grievance not so filed with the department head shall be waived. Any written grievance shall identify the provision of the agreement, past practice, federal, state or local laws violated, and remedy sought.

The department head shall investigate the grievance and provide a written answer within ten (10) working days of the date of the submission.

STEP 3: After having received the written response of the department head, 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 employer. Such grievance must state the date on which he/she discussed his/her complaint with his/her

department head and the date on which he/she received a written answer from his/her supervisor.

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 attempt to settle the grievance within ten (10) working days of the request.

STEP 4: In the event the grievance is not settled at Step 3, the Union shall give written notice to the County Commissioners, within five (5) working days of receipt of the conclusion of the Step 3 meeting, that it wishes to proceed to grievance mediation, and if necessary arbitration.

The Union and the County may reach mutual agreement on the selection of a mediator within fifteen (15) calendar days of the receipt of the Union's request to proceed to mediation / arbitration.

In the event the parties fail to agree on a mediator, the Union will submit a written request to the Public Employment Relations Commission or the Federal Mediation and Conciliation Service to secure the services of a mediator.

In the event a resolution is not achieved through the mediation process, the matter may be referred, by either party, to an impartial arbitrator selected by the Employer and the Union. If the County and Union cannot agree on an impartial arbitrator, they shall request the Public Employees Relations Commission to furnish a list of seven (7) potential arbitrators and selection shall be made from this list by the process of elimination. The decision concerning which party shall strike names first shall be determined by the flip of a coin.

The arbitrator shall not have the authority to amend, modify, delete, or enter an award contrary to the terms of the collective bargaining agreement. The arbitrator shall not have the authority to enter any award beyond actual damages. The arbitrator's decision shall be final and binding on all parties.

The County and the Union shall each pay their own expenses connected with the arbitration except that the expenses for the arbitrator shall be borne equally by the parties.

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

ARTICLE XI – CLASSIFICATIONS AND RATES OF PAY

For the duration of this Agreement, all bargaining unit employees will be compensated at the appropriate wage rate as set forth in the attached Compensation Schedule (Appendix A). All future wage adjustments shall be applied to this schedule.

(A) The Compensation Schedule (Appendix A) shall be adjusted annually for all positions, except those Job Family Classifications set forth below, as follows:

Effective March 1, 2020, the Compensation Schedule (Appendix A) will be increased by

two (2%) percent.

Effective the first full pay period in January 2021, the Compensation Schedule (Appendix A) will be increased by two and one-half (2½%) percent.

Effective the first full pay period in January 2022, the Compensation Schedule (Appendix A) will be increased by two and one-half (2½%) percent.

(B) The salary ranges, as set forth in the Compensation Schedule (Appendix A), for the following Job Family Classifications will be adjusted annually as follows:

	<u>March 1, 2020</u>	<u>2021</u>	<u>2022</u>
Administrative Supervisor	7.5%	2.5%	2.5%
Health Educator	8.5%	8.5%	2.5%
Family Court Services Coordinator	7.5%	2.5%	2.5%
Office Supervisor	7.5 %	7.5%	2.5%
Payroll Clerk	8.0%	2.5%	2.5%

The increases for years 2021 and 2022 will be effective the first full pay period in January of each year.

11.1 All future proposals for amendments, deletions or modifications to the compensation schedule shall be submitted to the Union at least thirty (30) calendar days prior to the proposed implementation date. The Union may request a meeting to discuss and negotiate the effects of the proposed changes. In the event the Union does not request a meeting to discuss and negotiate all mandatory subjects for bargaining, the Employer shall be authorized to implement the amendments, deletions and modifications as proposed.

11.2 The Employer will continue to pay bargaining unit employees twice per month until such time as it implements, without further negotiation and with thirty (30) calendar days prior notice, a bi-weekly pay period. Employees will not be allowed to draw upon wages earned prior to any payday.

11.3 The Employer, upon approval of the Public Health Administrator, will reimburse each Public Health Nurse the cost (fee), at the time it occurs, for their individual nursing license renewal and required certifications.

11.4 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 them on an hourly basis, and, at any time during the term of this Agreement, implement an employee time and attendance recording system that is sensitive to departmental needs. It is further agreed and understood that when implemented, employees will be required to record their arrival at and departure from work

and when involved in any non-work activities using the Employer provided time recording system.

It is agreed that the Employer will notify the Union thirty (30) calendar days in advance of its intent to implement the time recording system, and that employees will not be subject to discipline for a period of not less than six (6) calendar months following

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.

ARTICLE XII – HOLIDAYS

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

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

Provided, that if any of the above days are celebrated state-wide on a day other than the traditional day, by proclamation of the state or 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 by the County Commissioners, shall be a holiday hereunder.

12.2 Whenever one of the above named holidays fall on a Saturday, the preceding Friday shall be observed as a holiday.

12.3 Whenever the above named holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday.

12.4 If a holiday falls on a full-time employee's regularly scheduled day off, he/she shall be entitled to an alternative day off of their choice, subject to their supervisors' approval.

12.5 Holiday hours for full-time employees will be paid and based on an employees work schedule.

12.6 Part-time employees will be eligible for only those recognized holidays which occur on a day they would normally be scheduled to work, and will be eligible for a floating holiday if they regularly are scheduled to and work twenty (20) or more hours per work week. Part-time employees will be compensated on the basis of the number of hours they would normally have been scheduled to work.

12.7 If either a full-time or otherwise eligible part-time employee is required to work on a holiday, 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) times his/her regular pay.

12.8 Full-time employees shall receive, except as provided for herein, one (1) paid floating holiday per calendar year. The floating holiday may be taken upon the request of the employee and approval of the Employer and as scheduling allows. A new full-time employee's eligibility for the floating holiday shall be determined using the following calendar year schedule:

- If employed with a date of hire between January 1 and June 30, an employee will be eligible for the one (1) floating holiday provided for under section 12.1.
- If employed with a date of hire on or after July 1st, the employee will not be eligible for the floating holiday during that calendar year.

ARTICLE XIII – ANNUAL LEAVE

13.1 For the first five (5) years of service, each regular full-time employee will earn and accumulate, on a per pay period basis, the equivalent of eight (8) hours of vacation for each calendar month of employment.

13.2 After five (5) years of service, each regular full-time employee will earn and accumulate, on a per pay period basis, the equivalent of ten (10) hours for each calendar month of employment.

13.3 After ten (10) years of service, each regular full-time employee will earn and accumulate, on a per pay period basis, the equivalent of thirteen and thirty-six one hundredth (13.36) of hours for each calendar month of employment.

13.4 After fifteen (15) years of service, each regular full-time employee will earn and accumulate, on a per pay basis, the equivalent of sixteen and sixty-seven one hundredth (16.67) of hours for each calendar month of employment.

13.5 After twenty (20) years of service, each regular full-time employee will earn and accumulate, on a per pay period basis, the equivalent of twenty (20) hours for each calendar month of employment.

13.6 When annual leave is taken, vacation days shall be charged only against regular working days for such employee.

13.7 Annual leave shall be approved by the Employer, and insofar as it is consistent with the efficient operation of the department, the Employer shall endeavor to schedule annual leave according to the employee's departmental seniority and choice of dates.

13.8 Upon termination of employment the employee shall receive earned and unpaid salaries to the date of termination and, except for employees terminated during their probationary period, shall be paid for accrued annual leave to the date of termination.

13.9 Annual leave may be accumulated to a maximum of two hundred sixteen (216) hours, or up to two hundred forty (240) hours for employees with twenty (20) or more years of service. If an employee delays his/her annual leave at the request of the Employer, which request shall be in

writing, the annual leave over his/her maximum allowed accrual may, with approval of the BOCC, be taken during the next succeeding calendar year or shall be compensated for.

13.10 Employees, during their probationary period of employment with Whitman County, shall not be eligible to take annual leave.

ARTICLE XIV – SICK LEAVE

14.1 Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive sick leave with pay up to the amount of sick leave such employee has accumulated but not used.

14.2 Any employee may use three (3) days of accrued sick leave to attend to funeral arrangements (or up to five (5) days when the funeral is more than two hundred fifty (250) miles one direction) for any member of the employee's immediate family. The "immediate family" shall be defined as: mother, father, brother, sister, spouse, children, step children foster children or other relatives living in the home, grandchildren, grandparents, and the mother and father of the employee's spouse.

14.3 All other leave for funerals will be taken without pay or taken out of compensatory time or vacation time.

14.4 Except as may be otherwise provided by state law, in the event of sickness or disability of any member of the employee's immediate family (as defined in Section 14.2) such employee may utilize accumulated sick leave to attend to such sickness or disability, if said employee's presence is actually required. For serious health conditions, the utilization of FMLA leave is governed by the definition of immediate family as provided in federal and state statutes and regulations.

In addition to the FMLA referenced above, eligible employees shall have access to the Paid Family and Medical Leave (PFML) provided under Washington State statute. The Employer and employees shall fund this leave at the rates required under state law and regulations. The employees share shall be paid through payroll deduction.

Both FMLA and PFML or any other such leave benefit shall be administered in accordance with federal and state law, regulations and Employer policy. Employees wanting additional information or desiring to apply for any of the referenced leaves should contact the Human Resource Department.

14.5 Employees shall start to earn sick leave from their date of hire, and they may accumulate one hundred twenty (120) eight-hour days of sick leave. Full and Part-time employees who are scheduled to and work fifty one percent (51%) or more of an established work period shall accumulate prorated sick leave on a per pay period basis of up to one (1) eight-hour (8) day per calendar month worked. Effective as of January 1, 2018, part-time employees who are scheduled to and work less than fifty one percent (51%) of the established annual work schedule shall earn one (1) hour of sick leave for every forty (40) hours of work.

14.6 Not later than one (1) hour before the scheduled start of his/her shift, an employee whose illness prevents him from reporting to work shall, if physically possible, notify his/her immediate supervisor of his/her absence.

14.7 Any employee on sick leave may be asked to provide medical verification or make himself or herself available for a medical examination, as may be requested by the Employer.

14.8 In the event of the 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.

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

14.10 Any employee who is eligible for State Industrial compensation for time off because of an on the job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial, after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days of absence. The amount paid the employee by State Industrial for the three (3) days shall be credited to Whitman County from money due the employee in the next payroll period. The pro-rata part of sick leave as determined by the ratio of regular sick leave and State Industrial compensation shall be charged to the employee for time off the job.

14.11 Consistent with the principle that sick leave is granted to the employee in order that he/she need not work when ill or suffer loss of pay due to illness, the following standard shall be governing:

- A. 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
- B. A persistent pattern of use of one (1) or two (2) days sick leave per month will be subject to review by the Employer for potential counseling or discipline for abuse of sick leave or excessive absenteeism.

After review, the Employer shall discuss with the employee his/her findings. Continued abuse shall be grounds for discipline.

14.12 Employees may use accumulated sick leave during their first six (6) months of employment. Such use is subject to the restrictions set forth above in Section 14.10. Misuse of this benefit shall be grounds for termination or non-extension of employment.

14.13 Employees, pursuant to Whitman County Policy may dedicate accrued sick leave into a countywide sick leave bank whereby needy employees who have exhausted all accrued benefits might be helped in an emergency. Dedications shall be made voluntarily, anonymously, with a prohibition of one-on-one solicitation. Dedications shall be made at any time and may be directed to a particular employee in need.

14.14 Employees shall be allowed a four (4) days to one (1) day conversion of sick leave to annual leave for all leave in excess of nine hundred sixty (960) hours. Employees cannot accrue

more than two hundred sixteen (216) hours or for employees with twenty or more years of service, two hundred forty (240) hours annual leave in any given year. Said annual leave days, when converted, shall not be compensable upon an employee's departure or retirement.

ARTICLE XV – MILITARY LEAVE AND JUDICIAL DUTY

15.1 Each employee shall be allowed military leave as provided by state law.

15.2 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 he/she is required to be absent from work because of such jury duty or subpoena, less any amount paid for such jury duty or appearance. Any such absence shall not be counted as sick leave or vacation. Provided, if any 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 to work.

ARTICLE XVI – HEALTH AND WELFARE

16.1 The Employer agrees to make available to all full and part-time employees' group health and welfare plans, including life insurance, from which the employees shall have the right to cover themselves and/or their dependents.

Effective March 1, 2020, and for the duration of this Agreement, the Employer's maximum combined medical, dental, vision and life insurance premium contribution for full and existing part-time employees, shall be, except as set forth elsewhere in this Agreement, nine hundred fifty (\$950.00) dollars per month. Full time and existing part-time employees who elect coverage under one of the available plans shall be eligible for an Employer contribution to an individual medical savings account in an amount equal to 100% of the difference between the combined cost(s) of the health and welfare coverage selected, and the Employer's, maximum contribution. Existing part-time employees shall be defined as those part-time employees hired prior to January 1, 2007. Part-time employees, i.e., those part-time employees hired after January 1, 2007, shall receive a pro-rated Employer health and welfare premium contribution based on their normally scheduled and reduced hours of work.

Additionally, employees will be provided the option, at their own expense, to buy additional insurance protection under the existing Long-Term Disability (LTD) benefit plan.

16.2 Employees who are members of this bargaining unit and who have a spouse or domestic partner who is also an employee of Whitman County and a member of the Solid Waste or Roads bargaining unit, or is a non-represented employee, will be allowed to pool their Employer provided health and welfare insurance contributions, provided that one of the otherwise eligible employees elects to cover his/her spouse or domestic partner as a dependent on his/her medical insurance. However, each spouse or domestic partner must maintain separate dental, vision and life insurance coverages.

If an employee and his/her spouse or domestic partner elect the medical insurance coverage option set forth above they will both receive the full value of their combined contractual or allowed Employer contribution, less the dollar amount required to provide the spouse or domestic partner electing to be covered as a dependent with dental, vision and life insurance.

The resulting dollar value may then be pooled to cover the couple's required medical insurance premium. Those Employer contributions, if any, not needed to cover the elected and mandatory health and welfare coverages, may be used to offset the cost of other dependent coverage(s) or placed in a designated health savings account.

It is understood and agreed by the parties, that spouses or domestic partners covered as dependents may be ineligible for Long Term Disability (LTD) coverage, Short Term Disability (STD) and/or medical insurance coverage at retirement.

16.3 In the event the Employer elects to change its insurance carrier(s), the Employer will use its best efforts to secure another carrier to provide the same or as similar as possible level of benefits to the employees.

16.4 During the Employer's review of its current health and welfare providers and/or decision to change its health and welfare provider(s), the Union will be given a limited opportunity to comment on the proposed change(s). It is agreed that the Employer's decision shall be final and binding.

ARTICLE XVII – SAVINGS CLAUSE

17.1 Should any part of this Agreement be rendered or declared invalid by reason of any enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and the remaining parts remain in full force and effect.

17.2 Upon any part of this Agreement being rendered invalid, the parties agree to meet within a reasonable time to negotiate the part of this Agreement affected by the invalidation.

ARTICLE XVIII – ENTIRE AGREEMENT

18.1 The employment relationship between the Employer and bargaining unit employees is governed by this Agreement and the Whitman County Personnel Policies and Procedures Guide, as it exists or as may hereafter be amended. Unless covered by this Agreement, the County Personnel Policies apply. In the event of a conflict between the terms and conditions of this Agreement and terms and conditions of the County's Personnel Policies and Procedures Guide, the Agreement's terms shall apply. By its agreement to this provision, the Union is not waiving its right to bargain any mandatory subjects for bargaining not currently provided under the Agreement or Personnel Policies and Procedures Guide.

ARTICLE XIX – DURATION OF AGREEMENTS AND SUPPLEMENTS

19.1 This Agreement shall be effective from January 1, 2020 through December 31, 2022. This Agreement may be amended provided both parties agree.

19.2 Negotiations for a successor to this agreement shall begin within a reasonable period, but not less than ninety (90) days, prior to the expiration date of this Agreement.

19.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

19.4 Supplemental agreements may be completed through negotiations between the parties at any time during the life of the agreement. Should either party desire to negotiate a matter of this kind it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed shall become a part of this Agreement and subject to all its provision. Provided nothing herein shall obligate either party to negotiate toward any supplemental agreements during the term of this Agreement.

SIGNATURE PAGE

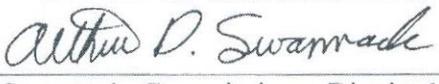
DATED this 9th day of March 2020

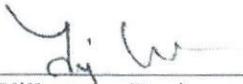
DATED this 2nd day of March 2020

TEAMSTERS UNION LOCAL 690

WHITMAN COUNTY
BOARD OF COMMISSIONERS

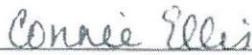
By: 
Val Holstrom, Secretary-Treasurer

By: 
Art Swannack, Commissioner District 1

By: 
Taj Wilkerson, Business Representative

By: 
Dean Kinzer, Commissioner District 2

By: **ABSENT**
Michael Largent, Commissioner District 3

ATTEST: 
Maribeth Becker CMC, Clerk of the Board

Connie Ellis, Deputy Clerk of the Board

Whitman County Courthouse Bargaining Unit
2020 Salary Ranges for Current Classifications
3/1/2020

1 2 3 4 5 6 7 8 9 10

Administrative Supervisor

Salary	3884	3961	4041	4121	4204	4288	4374	4461	4550	4641
Hourly	22.4068	22.8549	23.3120	23.7782	24.2538	24.7389	25.2337	25.7383	26.2531	26.7782

Appraiser

Salary	3102	3164	3227	3291	3357	3424	3493	3563	3634	3707
Hourly	17.8937	18.2516	18.6166	18.9890	19.3687	19.7561	20.1512	20.5543	20.9654	21.3847

Assistant DOL Specialist

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Building Engineer

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Building Maintenance Worker

Salary	2601	2653	2706	2760	2815	2871	2929	2987	3047	3108
Hourly	15.0042	15.3043	15.6104	15.9226	16.2410	16.5658	16.8972	17.2351	17.5798	17.9314

CASA Program Manager

Salary	3719	3793	3869	3946	4025	4106	4188	4272	4357	4444
Hourly	21.4539	21.8830	22.3207	22.7671	23.2224	23.6869	24.1606	24.6438	25.1367	25.6394

Clerical-Entry

Salary	2387	2434	2483	2533	2583	2635	2688	2742	2796	2852
Hourly	13.7700	14.0454	14.3263	14.6128	14.9051	15.2032	15.5073	15.8174	16.1337	16.4564

052785

Clerical-Journey

Salary	2610	2663	2716	2770	2826	2882	2940	2998	3058	3120
Hourly	15.0601	15.3613	15.6685	15.9819	16.3015	16.6275	16.9601	17.2993	17.6453	17.9982

Community Health Educator

Salary	3299	3365	3432	3501	3571	3643	3715	3790	3866	3943
Hourly	19.0340	19.4147	19.8030	20.1991	20.6031	21.0151	21.4354	21.8641	22.3014	22.7474

Custodian

Salary	2387	2434	2483	2533	2583	2635	2688	2742	2796	2852
Hourly	13.7700	14.0454	14.3263	14.6128	14.9051	15.2032	15.5073	15.8174	16.1337	16.4564

DOL Specialist

Salary	3102	3164	3227	3291	3357	3424	3493	3563	3634	3707
Hourly	17.8937	18.2516	18.6166	18.9890	19.3687	19.7561	20.1512	20.5543	20.9654	21.3847

EHS

Salary	3380	3448	3517	3587	3659	3732	3807	3883	3961	4040
Hourly	19.5032	19.8933	20.2912	20.6970	21.1109	21.5331	21.9638	22.4031	22.8511	23.3082

EHS 1

Salary	3685	3759	3834	3911	3989	4069	4150	4233	4318	4404
Hourly	21.2603	21.6855	22.1192	22.5616	23.0129	23.4731	23.9426	24.4214	24.9099	25.4081

EHS 2

Salary	4017	4097	4179	4263	4348	4435	4524	4614	4707	4801
Hourly	23.1758	23.6393	24.1121	24.5943	25.0862	25.5879	26.0997	26.6217	27.1541	27.6972

Family Court Manager

Salary	3719	3793	3869	3946	4025	4106	4188	4272	4357	4444
Hourly	21.4539	21.8830	22.3207	22.7671	23.2224	23.6869	24.1606	24.6438	25.1367	25.6394

Family Court Services Supervisor

Salary	3961	4041	4121	4204	4288	4374	4461	4550	4641	4734
Hourly	22.8549	23.3120	23.7783	24.2538	24.7389	25.2337	25.7384	26.2531	26.7782	27.3138

Financial Division Mgr

Salary	3685	3759	3834	3911	3989	4069	4150	4233	4318	4404
Hourly	21.2604	21.6856	22.1193	22.5617	23.0129	23.4732	23.9426	24.4215	24.9099	25.4081

Financial Specialist 1

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Financial Specialist 2

Salary	3102	3164	3227	3291	3357	3424	3493	3563	3634	3707
Hourly	17.8937	18.2516	18.6166	18.9890	19.3687	19.7561	20.1512	20.5543	20.9654	21.3847

Financial Specialist 3

Salary	3380	3448	3517	3587	3659	3732	3807	3883	3961	4040
Hourly	19.5032	19.8933	20.2912	20.6970	21.1109	21.5331	21.9638	22.4031	22.8511	23.3082

Financial Specialist 4

Salary	3685	3759	3834	3911	3989	4069	4150	4233	4318	4404
Hourly	21.2603	21.6855	22.1192	22.5616	23.0129	23.4731	23.9426	24.4214	24.9099	25.4081

Financial Specialist 5

Salary	3934	4012	4093	4175	4258	4343	4430	4519	4609	4701
Hourly	22.6956	23.1495	23.6125	24.0847	24.5664	25.0577	25.5589	26.0701	26.5915	27.1233

Judicial Specialist

Salary	3257	3322	3388	3456	3525	3596	3668	3741	3816	3892
Hourly	18.7899	19.1657	19.5491	19.9400	20.3388	20.7456	21.1605	21.5837	22.0154	22.4557

Map Segregationist

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7445	17.0794	17.4210	17.7694	18.1248	18.4873	18.8571	19.2342	19.6189

Nurse (1)

Salary	3350	3417	3485	3555	3626	3699	3773	3848	3925	4003
Hourly	19.3269	19.7134	20.1077	20.5098	20.9200	21.3384	21.7652	22.2005	22.6445	23.0974

Nurse (2)

Salary	3685	3759	3834	3911	3989	4069	4150	4233	4318	4404
Hourly	21.2603	21.6855	22.1192	22.5616	23.0129	23.4731	23.9426	24.4214	24.9099	25.4081

Office Coordinator

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Office Specialist II

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Payroll Clerk

Salary	3013	3073	3135	3197	3261	3326	3393	3461	3530	3601
Hourly	17.3818	17.7295	18.0841	18.4458	18.8147	19.1910	19.5748	19.9663	20.3656	20.7729

Personal Prop App/Admin Assist

Salary	3102	3164	3227	3291	3357	3424	3493	3563	3634	3707
Hourly	17.8937	18.2516	18.6166	18.9890	19.3687	19.7561	20.1512	20.5543	20.9654	21.3847

Probation Counselor

Salary	3380	3448	3517	3587	3659	3732	3807	3883	3961	4040
Hourly	19.5032	19.8933	20.2912	20.6970	21.1109	21.5331	21.9638	22.4031	22.8511	23.3082

Program Analyst

Salary	3685	3759	3834	3911	3989	4069	4150	4233	4318	4404
Hourly	21.2603	21.6855	22.1192	22.5616	23.0129	23.4731	23.9426	24.4214	24.9099	25.4081

Program Representative

Salary	3102	3164	3227	3291	3357	3424	3493	3563	3634	3707
Hourly	17.8937	18.2516	18.6166	18.9890	19.3687	19.7561	20.1512	20.5543	20.9654	21.3847

Secretary-Legal

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189

Supervisor-Office

Salary	3269	3334	3401	3469	3538	3609	3681	3755	3830	3906
Hourly	18.8586	19.2358	19.6205	20.0129	20.4132	20.8214	21.2379	21.6626	22.0959	22.5378

Victim/Witness Specialist

Salary	2845	2902	2960	3020	3080	3142	3204	3268	3334	3401
Hourly	16.4162	16.7446	17.0794	17.4210	17.7695	18.1248	18.4873	18.8571	19.2342	19.6189