

Agreement

By and Between

Whitman County
AND
Teamsters Union Local 690 /Whitman County Correction
Officers and Support Staff

JANUARY 1, 2018 – DECEMBER 31, 2020

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**2018 - 2020 LABOR AGREEMENT
WHITMAN COUNTY CORRECTIONS OFFICERS & SUPPORT STAFF**

THIS LABOR AGREEMENT is entered into between, Whitman County Commissioners, Whitman County, Washington, hereinafter referred to as the "County" and Teamsters Union Local No. 690, hereinafter referred to as the "Union" pursuant to the authority, of Chapter 41.56 of the Revised Code of Washington.

ARTICLE I - PURPOSE

1.01 It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Sheriffs' Office together with promoting harmonious relations between the County and the Union to provide for the rights, well-being, and security of the employees of the County.

1.02 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, marital 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.

ARTICLE II - UNION RECOGNITION

2.01 The County recognizes the Union as the exclusive collective bargaining agent for all employees within the bargaining unit.

2.02 The bargaining unit shall consist of all Corrections Officers and Support Staff of the Sheriff's Office except the Sheriff and his/her appointed positions as provided in R.C.W. 41.14, deputies, nurses, and seasonal or temporary employees.

2.03 For the purpose of allowing the Union to keep informed as to the personnel in the bargaining unit, the Sheriff will make available to the Union, at all reasonable times, a personnel roster for the office.

2.04 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 upholding Union principles.

ARTICLE III - DUES DEDUCTION

3.01 Upon receipt of written authorization from any bargaining unit employee, the County will thereafter deduct from the pay of such employee the monthly dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the Union each month.

3.02 The written authorization for said deduction may be withdrawn by the bargaining unit employee by giving written notice to both the County and the Union.

3.03 Dues deduction authorization by the bargaining unit employee shall be on a form approved by the County.

3.04 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 Employer any amount paid to it in error on account of the check off revision upon presentation of proper evidence thereof.

ARTICLE IV - DEFINITIONS

4.01 Regular Employee: shall be a bargaining unit employee who has successfully completed the twelve (12) months probationary period from his/her original date of hire.

4.02 Regular Part Time: shall be A bargaining unit employee who has successfully completed the twelve (12) month probationary period, regularly works less than one hundred seventy-three (173) hours per month, but not less than eighty (80) hours per month and is therefore entitled to the prorated benefits provided for in this Agreement; or an employee who regularly works less than eighty (80) hours and is not entitled to the prorated benefits provided for in this Agreement, except where specifically so noted.

4.03 Probationary Classification: Shall be the employment designation given an employee during the twelve (12) month period immediately following his/her date of hire.

4.04 Temporary or Seasonal Employee: Shall be an employee of the County who is hired for a specific period of time not to exceed six (6) calendar months to complete a seasonal or non-recurring work project. Temporary employees shall be paid on an hourly basis and shall not receive the benefits of the regular and regular part-time employees, except those benefits required by law.

4.05 All references to the masculine or female gender are intended to be gender neutral and apply equally to male and female employees.

ARTICLE V - MANAGEMENT RIGHTS

5.0 Except as provided by this Agreement and Civil Service, the Sheriff shall have the right to control and supervise all operations and direct all working forces. This includes the right to select, hire, discipline or discharge for just cause, classify, reclassify, suspend, layoff, promote, demote, transfer employees or relieve them from duty, and control and regulate the use of all equipment and other property of the Sheriff or the County. The Sheriff has the right to maintain discipline and efficiency among his/her employees.

ARTICLE VI - SUPERVISORY DUTIES

6.0 It is recognized that some employees covered under this Agreement shall perform duties of a supervisor. Nothing in this Agreement shall in any way interfere with them carrying out their supervisory duties.

ARTICLE VII - HOURS OF WORK

7.01 It is recognized that the duties of the Sheriff's Office require seven (7) days a week twenty-four (24) hour service to the County. For this reason, the workweek shall be as scheduled by the Sheriff. Insofar as consistent with the needs and safety of the citizens of the County, the hours of work for regular full-time employees shall average the equivalent of a forty (40) hour week.

7.02 The work week schedule shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days with consecutive days off, unless otherwise agreed to by mutual agreement. The workweek schedules shall be posted no later than seven (7) days prior to a change of scheduled days off, mandatory training sessions, or change of duty hours, except in bona fide emergencies as determined by the Sheriff.

7.03 For report time, for anything other than a scheduled shift or continuation of a shift, an employee will be given at least four (4) hours' notice to report to work and shall receive no less than three (3) hours compensation for such unscheduled work.

7.04 Notwithstanding the above, in cases of bona fide emergencies, an employee called shall report as required unless such employee is physically incapable of performing his/her duties. In such case, the next in seniority shall be called. If an employee is the last available qualified employee on the roster, he/she must report as required by the Sheriff or the Sheriff's authorized supervisor.

7.05 The County agrees to comply with the provisions of the Fair Labor Standards Act that are relevant to this bargaining unit.

ARTICLE VIII - OVERTIME

8.01 Overtime pay shall be at the rate of one and one half (1 1/2) times the regular hourly rate for such bargaining unit employee for hours worked in excess of a forty (40) hour work week.

8.02 Part-time bargaining unit employees shall not work overtime unless there is no regular employee available for said work. This clause is not to be construed to prevent the Sheriff from using part-time employees to avoid overtime work nor is the intent to completely avoid overtime.

8.03 For the off-duty time required to be spent in Court as a witness in connection with his/her official duties, the bargaining unit employee shall be granted overtime pay or, by mutual agreement, time off as compensatory time, on a time and one half (1 1/2) basis if time worked exceeds the forty (40) hour workweek. The bargaining unit employee shall not collect witness fees for such Court appearances.

8.04 Within the discretion of the Sheriff or his/her designee, a bargaining unit employee may be granted compensatory time off for any overtime hours worked. Compensatory time shall be granted on the basis of one and one half (1 1/2) hours' time off for each hour of overtime worked. Compensatory hours may accrue to a maximum of sixty (60) hours. Compensatory time used shall count as time worked for the purpose of calculating overtime.

8.05 No overtime pay shall be given unless authorized by the Sheriff or his/her designee prior to performing the overtime work.

8.06 Overtime shall be paid only providing the bargaining unit employee had been available for work on all scheduled hours during the employee's work week; otherwise overtime will only be paid after forty (40) hours worked during the work week.

8.07 A bargaining unit employee shall be considered not available for work if during the week in question the employee was absent due to:

- a. Unpaid Leave of Absence
- b. Ineligible for Holiday Pay
- c. Absence without Permission

ARTICLE IX - HOLIDAYS

9.01 The following days shall be considered paid holidays:

NEW YEAR'S DAY	VETERAN'S DAY
MARTIN LUTHER KING'S BIRTHDAY	THANKSGIVING DAY
PRESIDENT'S DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	ONE (1) FLOATING HOLIDAY
LABOR DAY	(mutually agreed to by the Employer and the bargaining unit employee)

9.02 If a bargaining unit employee is required to work on one of these holidays, it will be considered overtime.

9.03 If a holiday falls on a scheduled day off or the workweek's scheduled days off, an additional day off will be granted the bargaining unit employee in exchange.

9.04 Except for Correction Officers, Sergeants and the Facility Commander, if any of the above dates are celebrated by state employees on a date other than the traditional day by proclamation of the Governor or by National legislation, the day celebrated by state employees shall be taken as a holiday rather than the traditional date. Provided, when the day to be celebrated by proclamation of the Governor is in conflict with the day to be celebrated nationally, the day to be celebrated by proclamation by the Governor shall be taken. In addition to the above holidays, any other day proclaimed as a holiday by the County Commissioners shall be a holiday hereunder.

ARTICLE X - UNIFORMS AND EQUIPMENT

10.01 Probationary (new) employees shall be furnished uniforms as required by the Sheriff.

10.02 Bargaining unit employees who terminate their employment and who have been furnished uniforms or who have been paid uniform allowance shall return such uniforms or allowance to the County. Such allowance shall be deducted from his final paycheck.

10.03 Line and support personnel shall receive six hundred and twenty-five dollars (\$625) per annum for the necessary replacement and maintenance of required uniforms. Such maintenance and replacement allowance shall be for normal wear and tear and not for circumstances described in section 10.06 below.

10.04 Uniform allowance shall be paid upon presentation of a signed voucher only.

10.05 Bargaining unit employees beyond the probationary period who leave the Office during a year are entitled to only an equivalent pro rata uniform allowance for that year.

10.06 The County shall pay the cost of cleaning, repairing or (if not reasonably repaired) replacing uniforms which are rendered abnormally dirty or unserviceable as a direct consequence of an employee's action in the line of duty. Normal wear and tear are accepted and provided for under section 10.03 above. Any decision concerning replacement shall be final and at the Sheriff's sole discretion.

10.07 The County shall furnish belts, handcuffs, lights, leather or nylon goods, and other specialized equipment.

10.08 Clothing shall be replaced when it no longer presents a neat appearance. Uniforms shall be worn only while the officer is on duty or going directly to or from duty.

10.09 Employer agrees to maintain a safe workplace in accord with WISHA, OSHA, or any other mandated safety standards. In the event any bargaining unit employee reasonably believes that a working condition is unsafe, he or she shall immediately report the same to the Captain or the Sheriff's designee. The Captain or Sheriff's designee shall promptly investigate the allegation(s) and respond in writing to the employee. The response shall identify what the investigation revealed and what remedial action, if any, was taken.

ARTICLE XI - HEALTH AND WELFARE

11.01 It shall be a condition of employment that members of the bargaining unit shall participate in the medical and health care plan made available by the Union and the Employer. Any changes in the individual enrollment in the medical plan can only occur on an annual basis during the open enrollment period(s).

11.02 Effective January 1, 2018, the Employer's maximum contribution into the designated trust, the provisions of which they are currently bound, shall be an amount equal to seven hundred eighty dollars (\$780.00), to purchase the itemized program for each bargaining unit employee who was compensated for eighty (80) hours or more in the preceding month, or for any other lawful qualifying bargaining unit employee. Employee's shall be responsible for and pay the balance of the required health and welfare premium through payroll deduction.

Effective January 1, 2019, the Employer will increase its contribution to eight hundred dollars (\$800.00) per month.

Effective January 1, 2020, the Employer will increase its contribution to eight hundred twenty dollars (\$820.00) per month.

11.02.1 The Health and Welfare plan available to eligible employees shall consist of the following:

- a. Medical Plan "B"
- b. Life Plan "C" - \$5,000/\$500
- c. Time Loss Plan "D" - \$100/weekly
- d. Dental Plan "C"
- e. Vision EXT

11.03 The payment(s) as set forth above shall, upon receipt of an appropriate billing statement, be made to the Northwest Administrator's Office by the end of the month in which the billing is due. In the event the Trust Fund is required to take legal action to collect any Employer contribution due under the contract, the Employer may be liable for necessary legal and court costs.

11.04 The County shall continue its payment for full-time Corrections Officers into the PERS or PSERS retirement program(s), as established by State law. The retirement payments for clerical and part-time employees shall be paid into the PERS retirement program.

11.05 The Employer shall provide \$12,000 term life insurance for each bargaining unit member.

11.06 Employees who retire from service with the County may be eligible to enroll, at their own expense, on the Teamster's retiree medical plan.

ARTICLE XII - VACATION

12.01 For the first five (5) years of service, each regular bargaining unit employee shall earn pro-rated annual leave, on a per pay period basis, of up to the equivalent of eight (8) hours of vacation for each full calendar month of employment.

12.02 After five (5) years or more of service, each regular bargaining unit employee shall earn pro-rated annual leave, on a per pay period basis, of up to the equivalent of ten (10) hours per month for each full calendar month of employment.

12.03 After ten (10) years or more of service, each bargaining unit employee shall earn pro-rated annual leave, on a per pay period basis, of up to the equivalent of thirteen and thirty-six one hundredths (13.36) hours per month for each full calendar month of employment.

12.04 After fifteen (15) years or more of service, each bargaining unit employee shall earn pro-rated annual leave, on a per pay period basis, of up to the equivalent of sixteen and sixty-seven one hundredths (16.67) hours per month for each full calendar month of employment.

12.05 After twenty (20) years or more of service, each bargaining unit employee shall earn pro-rated annual leave, on a per pay period basis, of up the equivalent of twenty (20) hours per month for each full month of employment.

12.06 When vacation is taken, vacation days shall be charged only against regular working days for such bargaining unit employee.

12.07 Vacation 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. Consistent with Employer practice, employees may continue to accumulate annual leave in spite of having reached their individual maximum accrual in a given calendar year until the end of that year; however accrued leave in excess of the allowed maximum at the end of the calendar year shall be automatically forfeited without action on the part of any party.

If an employee's vacation leave is delayed at the request of the County, so that his/her accrued vacation leave hours exceed his/her allowed accrual, the amount in excess of his/her accrual may be carried over into the next calendar year, with the approval of the Board of County Commissioners. In all cases, any accrual beyond that provided for above shall be immediately forfeited without action by either party.

12.08 Following termination, regular full-time and part-time employees shall receive accrued and unpaid salaries to the date of termination. Probationary employees shall receive unpaid salaries to the date of termination, however, will not be paid for accrued vacation leave.

12.09 Vacations shall be scheduled by the Sheriff; insofar as consistent with the efficient operation of the Sheriff's Office. The Sheriff shall endeavor to schedule vacations according to bargaining unit employee seniority choice of dates.

12.10 Seniority shall prevail as to the scheduling of vacations.

12.11 Earned vacation shall not be taken until the County has employed the bargaining unit employee for six (6) months.

ARTICLE XIII - SICK LEAVE AND FUNERAL LEAVE

13.01 Full-time and part-time employees who are scheduled to and work a minimum of fifty-one percent (51%) or more of the established monthly work period, shall earn pro-rated sick leave, on a per pay period basis, which is the equivalent of up to one (1) eight (8) hour day per full calendar month of employment. Effective 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 paid sick leave for every forty (40) hours of work.

All employees may use their accrued sick leave upon completion of the first ninety (90) days of employment.

13.02 Regular full-time and part-time employees may accumulate paid sick leave, on a per pay period basis, up to a maximum of nine hundred sixty (960) hours. Consistent with Employer practice, employees will continue to accumulate sick leave in spite of having reached their

individual maximum in a calendar year until the end of that year, however, accrued leave in excess of the allowed maximum at the end of the calendar year will be automatically forfeited without action on the part of any party.

Any regular employee may convert accrued sick leave in excess of 920 hours into annual leave on a four to one hourly basis utilizing the Employer's conversion policy. Annual leave acquired through the above conversion shall not be compensable upon an employee's separation from service.

In the event of death of a regular full-time or part-time employee, the Employer shall compensate the deceased employee's estate up to one half (1/2), not to exceed thirty (30) days, of the employees unused sick leave accumulated at the time of death.

13.03 Compensation for sick leave shall be paid only providing the bargaining unit employee submits a sick leave application within thirty-six (36) hours after returning to work. Any initial application for sick leave of over three (3) days duration must, at the discretion of the Sheriff, be supported by a report of the employee's personal physician.

13.04 The bargaining unit employee shall, by not later than one (1) hour before he is due to report for duty, if physically possible, send notice to the Sheriff or his/her designee by telephone or otherwise on his first day off duty.

13.05 A bargaining unit employee will be charged with days of sick leave only on those days when he would have worked regularly.

13.06 A bargaining unit employee may use three (3) days of sick leave to attend to funeral arrangements for any member of his immediate family. The immediate family shall be defined as mother, father, brother, sister, spouse, children, stepchildren, grandparents, and shall include the mother and father of the employee's spouse. Two (2) additional days may be taken if required to travel.

13.07 If additional time is needed, it may be taken out of compensatory time or accrued vacation.

13.08 Bargaining unit employees with certified Worker's Compensation related injury/illness may select sick leave or annual leave. When an employee receives Worker's, Compensation pay for an industrial illness or injury, the County will pay the difference between the Worker's Compensation and the employee's normal salary for that time period, as long as the employee has sick and annual leave remaining. Only the amount actually paid as sick or annual leave will be charged against the employees' sick or annual leave accrual.

13.09 A bargaining unit employee may use his/her accrued sick leave in the case of personal illness or injury, or to care for his/her child, or other immediate family member with a health condition that requires treatment or supervision, as set forth in Washington State law.

13.10 Employees, pursuant to Whitman County Resolution No. 061356, may dedicate accrued sick leave into a Countywide sick leave bank whereby needy employees who have exhausted all accrued benefits and are in need of additional sick leave, might obtain help in an emergency.

Dedications shall be made voluntarily, anonymously, with a prohibition against one-on-one solicitation. Dedications may be made at any time and may be directed to be utilized by a particular employee in need.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.01 A grievance is defined as: Any claim or dispute, by an employee, concerning the application, interpretation or administration of this Agreement. Grievances shall be processed in accordance with the following procedures and within the stated time limits. If an employee, the Union or Employer fails to file, move forward or address a grievance within the time limits set forth at any step of the grievance procedure, the grievance shall be considered as resolved in favor of the other party. The parties may, by mutual written agreement, extend any time limit contained in these procedures.

14.02 STEP 1. Within five (5) working days from the occurrence of the matter on which the grievance is based, or within five (5) working days from the date the employee has knowledge or should have known of the facts on which the grievance is based, the employee shall, verbally or in writing, present his/her grievance to the Facility Commander. Within ten (10) working days, from the date the grievance was presented, the Facility Commander shall verbally, or in writing, reply to the employee's complaint. In the event the employee's immediate supervisor is the Sheriff or his/her designee, the grievance process shall begin at Step 2.

14.03 STEP 2. In the event the claim or dispute is unresolved at Step 1, or the grievance process is initiated at Step 2, as provided for above, the Union shall, within five (5) working days, from the date of the Facility Commander's decision, or, if initiated at Step 2, within seven (7) working days of the occurrence of the matter on which the grievance is based, or seven (7) working days from the date the employee has knowledge or should have known of the facts on which the grievance is based, shall submit a written grievance to the Sheriff or his/her designee. The Sheriff or his/her designee shall set a meeting date within ten (10) working days, of receipt of the written grievance, in an attempt to resolve the complaint or dispute. Within ten (10) working days of the meeting, the decision of the Sheriff or his/her designee shall be reduced to writing, with a copy to the grievant and/or Union.

The written grievance shall be submitted on a form supplied by the Union and shall include the signature of the grievant or Union representative, identify the article(s) or provision(s) of the Agreement that were allegedly violated, include supporting materials, if applicable, and set forth the remedy sought by the employee.

14.04 STEP 3. If the grievance is not resolved at Step 2, the Union, within five (5) working days, may appeal the decision of the Sheriff or his/her designee to the Board of County Commissioners. The Board of County Commissioners may elect to hear the grievance or exercise the right to appoint a neutral, as their designee. A hearing shall be conducted during which each party to the grievance shall have the opportunity to present evidence which addresses the factual conclusions reached. The decision of the Board of County Commissioners (or decision rendered in conjunction with the designated neutral), shall be reduced to writing, a copy of which shall be forwarded to the grievant and/or the Union. The parties may, by mutual agreement, waive Step 3 and proceed to arbitration.

Each party shall bear the expense of preparing and representing its own case, including compensation of its own representatives and witnesses. If either party desires a record of the proceedings, it shall bear the cost of such record.

14.05 ARBITRATION. Should the grievance not be resolved at Step 3, either party to this Agreement, may within fifteen (15) calendar days of the decision provided at Step 3, notify the other party of their intent to and submit the matter to arbitration.

A. Scope, Limitations and Arbitrator Authority: Unless the parties mutually agree in writing, the issue or issues to be submitted to arbitration shall be limited to those set forth and defined in Step 2 of the grievance procedure. In the event the grievance was heard at Step 3 the record shall include the decision of the Board of County Commissioners or their designee. The Arbitrator's authority shall be limited to a determination based on the issue or issues thus set forth. It is understood and agreed that the Arbitrator shall have no authority to modify, vary, alter, amend, add to or take away from, either in whole or in part, any of the terms or provisions of the Agreement.

B. Arbitrator Selection: If the parties cannot mutually agree on an impartial arbitrator who is qualified, able and willing to serve on a timely basis, the parties shall jointly request the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) persons who are qualified to act as an arbitrator. The representatives of the parties shall determine, by lot, the order of elimination and thereafter each shall, in order, alternately eliminate one (1) name until only one remains. The fifth or remaining person shall be accepted by both the Union and the Employer to serve as arbitrator.

C. Arbitration Hearing, Expenses and Decision: The parties further agree: (1) the arbitrator shall conduct the hearing and that his/her ruling(s) with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding, during the hearing, upon the parties; (2) the arbitrator or either party may call any employee(s) or other person(s) as a witness during the proceeding, and if the employee(s) is on duty the employer agrees to release the employee(s) from duty to appear as a witness. If an employee is called as a witness by the Employer, the employee will be reimbursed for his/her lost time; (3) that all other expenses of the Arbitrator shall be borne equally by the parties; (4) that the arbitrator shall render a written decision and/or award within thirty (30) days from the date of the conclusion of the hearing, and the decision and/or award shall be final and binding upon the parties.

14.06 It is understood and agreed that employees may, where applicable, file their complaint with the Whitman County Civil Service Commission, or under the grievance procedure as set forth herein. An employee's decision to pursue a complaint with either the Civil Service Commission or as a grievance under the provisions of this agreement, shall serve as an election of remedy, and as a bar to pursuing the same issue, regardless of the out-come, in any other venue, except where specifically provided for in law.

ARTICLE XV - EXPENSES

15.01 Bargaining unit employees required to use their personal cars for County business shall receive an allowance for each mile of necessary travel on County business equal to that as provided by the County to its other employees.

15.02 Bargaining unit employees, consistent with County policy, who are working away from their regular scheduled duty stations on official County business, pre-approved by the Sheriff or his/her designee, shall be provided a per diem for meals and lodging as set forth in County policy.

ARTICLE XVI - WAGES

16.01 Bargaining unit employees shall be compensated in accordance with the wage schedules as set forth in this Agreement (Appendix A), which is, by reference herein, made part of this Agreement.

16.02 Effective February 1, 2018, the wage matrix (Appendix A) will be increased by four percent (4%).

Effective January 1, 2019, the Employer will increase the wage matrix (Appendix A), by four percent (4%).

Effective January 1, 2020, the Employer will increase the wage matrix (Appendix A) by four percent (4%).

For purposes of step advancement in the salary range set forth in the wage matrix the following time increments between steps shall be as follows:

Step 1 to Step 2 – 12 Months
Step 2 to Step 3 – 18 Months
Step 3 to Step 4 – 18 Months
Step 4 to Step 5 – 24 Months

16.03 Effective January 1, 2007, and for the term of this Agreement, all full-time employees with the specified continuous years of service, i.e., no breaks in service, shall be compensated as follows:

(a.) After seven (7) years of continuous service, a full time bargaining unit employee will become eligible for and receive longevity compensation in the form of a one percent (1%) increase in base pay, per month.

(b.) After ten (10) years of continuous service, a full time bargaining unit employee will become eligible for and receive longevity compensation in the form of a two (2%) increase in base pay, per month

16.04 Effective April 1, 2011, the County will begin compensating employees two (2) times per month on the dates it has established for payroll purposes. It is agreed that the prior practice of allowing employees to take a monthly draw on earned wages has been deleted.

16.05 The Employer may, during the term of this or its successor Agreement, implement an alternative pay system which will compensate employees based on actual hours worked rather than on the current salaried basis. It further agrees that when the above conversion occurs the

Employer will begin paying employees on a bi-weekly basis rather than the current method of twice per month. When the Employer exercises option, it will give the Union not less than thirty (30) days prior notice.

As the Employer develops a working committee or group to review payroll system alternatives, one of the Correction Bargaining Unit members will be invited to participate as an active member of this committee or group which shall be responsible for making recommendations on payroll change(s) to the Board of County Commissioners.

ARTICLE XVII - WORK STOPPAGES

17.01 Under no circumstances shall the Union, its officers, bargaining unit employees or Whitman members directly or indirectly cause, instigate, support, encourage or condone strike action. Nor shall any Union member or party of this bargaining unit directly or indirectly take part in any action against or interfere with the operations of the County such as a strike, work stoppage, sit down, stay in, slow down, curtailment of work, restriction of production, patrolling or demonstration at any location whatsoever during the terms of this Agreement. The Union further agrees to make every effort to convince employees to refrain from such activities should they occur. Any bargaining unit employee participating in or causing such an activity shall be considered by the County as subject to immediate dismissal or other appropriate disciplinary action, subject to the grievance procedure in this Agreement. The County agrees that during the terms of this Agreement there shall be no Lockout.

ARTICLE XVIII - ENTIRE AGREEMENT

18.01 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the Employer regardless of whether or not such rights have previously been exercised by the Employer. There shall be no past practices, verbal or written agreement between the Employer and the bargaining unit employees in violation of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any past practices in conflict with the terms of this Agreement, statements representations of agreement reached prior to signing of this Agreement and not set forth herein.

18.02 The employment relationship between the County and bargaining unit employees is governed by this Agreement and the Whitman County Personnel Policies and Procedures Guide as it exists at the time of ratification of this Agreement. Unless covered by this Agreement, the County Personnel Policies and Procedures apply. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the County's Personnel Policies and Procedures Guide, the Agreement's terms shall apply.

ARTICLE XIX - SAVINGS CLAUSE

19.01 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 shall remain in full force and effect.

19.02 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 XX - DURATION

This Agreement shall be effective from January 1, 2018 through December 31, 2020. This Agreement may be amended, in writing, upon mutual agreement of the parties. At least sixty (60) days prior to the execution date of this Agreement either party may request in writing that a conference be held for the purpose of reaching a new Agreement.

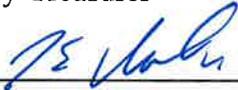
SIGNATURES

DATED THIS 22 DAY OF February 2018

TEAMSTERS UNION LOCAL 690



Val Holstrom
Secretary-Treasurer



Joe Kuhn
Business Representative

WHITMAN COUNTY
BOARD OF COMMISSIONERS



Art Swannack, Commissioner



Dean Kinzer, Commissioner



Michael Largent, Commissioner

ATTEST:

Maribeth Becker, CMC Clerk of the Board

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
February 1, 2018 THROUGH DECEMBER 31, 2018

		A	B	C	D	E
GRADE	1	11.89	12.48	13.11	13.76	14.45
GRADE	2	12.48	13.11	13.76	14.45	15.17
GRADE	3	13.11	13.76	14.45	15.17	15.93
GRADE	4	13.76	14.45	15.17	15.93	16.73
GRADE	5	14.45	15.17	15.93	16.73	17.57
GRADE	6	15.17	15.93	16.73	17.57	18.44
GRADE	7	15.93	16.73	17.57	18.44	19.37
GRADE	8	16.73	17.57	18.44	19.37	20.33
GRADE	9	17.57	18.44	19.37	20.33	21.35
GRADE	10	18.44	19.37	20.33	21.35	22.42
GRADE	11	19.37	20.33	21.35	22.42	23.54
GRADE	12	20.33	21.35	22.42	23.54	24.72
GRADE	13	21.35	22.42	23.54	24.72	25.95
GRADE	14	22.42	23.54	24.72	25.95	27.25
GRADE	15	23.54	24.72	25.95	27.25	28.61
GRADE	16	24.72	25.95	27.25	28.61	30.04
GRADE	17	25.95	27.25	28.61	30.04	31.55
GRADE	18	27.25	28.61	30.04	31.55	33.12
GRADE	19	28.61	30.04	31.55	33.12	34.78
GRADE	20	30.04	31.55	33.12	34.78	36.52
GRADE	21	31.55	33.12	34.78	36.52	38.34
GRADE	22	33.12	34.78	36.52	38.34	40.26
GRADE	23	34.78	36.52	38.34	40.26	42.27
GRADE	24	36.52	38.34	40.26	42.27	44.39
GRADE	25	38.34	40.26	42.27	44.39	46.61
GRADE	26	40.26	42.27	44.39	46.61	48.94
GRADE	27	42.27	44.39	46.61	48.94	51.38
GRADE	28	44.39	46.61	48.94	51.38	53.95
GRADE	29	46.61	48.94	51.38	53.95	56.65
GRADE	30	48.94	51.38	53.95	56.65	59.48

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
February 1, 2018 THROUGH DECEMBER 31, 2018

		A	B	C	D	E
GRADE	1	2061	2164	2272	2386	2505
GRADE	2	2164	2272	2386	2505	2630
GRADE	3	2272	2386	2505	2630	2762
GRADE	4	2386	2505	2630	2762	2900
GRADE	5	2505	2630	2762	2900	3045
GRADE	6	2630	2762	2900	3045	3197
GRADE	7	2762	2900	3045	3197	3357
GRADE	8	2900	3045	3197	3357	3525
GRADE	9	3045	3197	3357	3525	3701
GRADE	10	3197	3357	3525	3701	3886
GRADE	11	3357	3525	3701	3886	4080
GRADE	12	3525	3701	3886	4080	4284
GRADE	13	3701	3886	4080	4284	4498
GRADE	14	3886	4080	4284	4498	4723
GRADE	15	4080	4284	4498	4723	4959
GRADE	16	4284	4498	4723	4959	5207
GRADE	17	4498	4723	4959	5207	5468
GRADE	18	4723	4959	5207	5468	5741
GRADE	19	4959	5207	5468	5741	6028
GRADE	20	5207	5468	5741	6028	6330
GRADE	21	5468	5741	6028	6330	6646
GRADE	22	5741	6028	6330	6646	6978
GRADE	23	6028	6330	6646	6978	7327
GRADE	24	6330	6646	6978	7327	7694
GRADE	25	6646	6978	7327	7694	8078
GRADE	26	6978	7327	7694	8078	8482
GRADE	27	7327	7694	8078	8482	8906
GRADE	28	7694	8078	8482	8906	9352
GRADE	29	8078	8482	8906	9352	9819
GRADE	30	8482	8906	9352	9819	10310

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
January 1, 2019 THROUGH DECEMBER 31, 2019

		A	B	C	D	E
GRADE	1	12.36	12.98	13.63	14.31	15.03
GRADE	2	12.98	13.63	14.31	15.03	15.78
GRADE	3	13.63	14.31	15.03	15.78	16.57
GRADE	4	14.31	15.03	15.78	16.57	17.40
GRADE	5	15.03	15.78	16.57	17.40	18.27
GRADE	6	15.78	16.57	17.40	18.27	19.18
GRADE	7	16.57	17.40	18.27	19.18	20.14
GRADE	8	17.40	18.27	19.18	20.14	21.15
GRADE	9	18.27	19.18	20.14	21.15	22.20
GRADE	10	19.18	20.14	21.15	22.20	23.32
GRADE	11	20.14	21.15	22.20	23.32	24.48
GRADE	12	21.15	22.20	23.32	24.48	25.71
GRADE	13	22.20	23.32	24.48	25.71	26.99
GRADE	14	23.32	24.48	25.71	26.99	28.34
GRADE	15	24.48	25.71	26.99	28.34	29.76
GRADE	16	25.71	26.99	28.34	29.76	31.24
GRADE	17	26.99	28.34	29.76	31.24	32.81
GRADE	18	28.34	29.76	31.24	32.81	34.45
GRADE	19	29.76	31.24	32.81	34.45	36.17
GRADE	20	31.24	32.81	34.45	36.17	37.98
GRADE	21	32.81	34.45	36.17	37.98	39.88
GRADE	22	34.45	36.17	37.98	39.88	41.87
GRADE	23	36.17	37.98	39.88	41.87	43.96
GRADE	24	37.98	39.88	41.87	43.96	46.16
GRADE	25	39.88	41.87	43.96	46.16	48.47
GRADE	26	41.87	43.96	46.16	48.47	50.89
GRADE	27	43.96	46.16	48.47	50.89	53.44
GRADE	28	46.16	48.47	50.89	53.44	56.11
GRADE	29	48.47	50.89	53.44	56.11	58.92
GRADE	30	50.89	53.44	56.11	58.92	61.86

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
January 1, 2019 THROUGH DECEMBER 31, 2019

		A	B	C	D	E
GRADE	1	2143	2250	2363	2481	2605
GRADE	2	2250	2363	2481	2605	2735
GRADE	3	2363	2481	2605	2735	2872
GRADE	4	2481	2605	2735	2872	3016
GRADE	5	2605	2735	2872	3016	3166
GRADE	6	2735	2872	3016	3166	3325
GRADE	7	2872	3016	3166	3325	3491
GRADE	8	3016	3166	3325	3491	3666
GRADE	9	3166	3325	3491	3666	3849
GRADE	10	3325	3491	3666	3849	4041
GRADE	11	3491	3666	3849	4041	4243
GRADE	12	3666	3849	4041	4243	4455
GRADE	13	3849	4041	4243	4455	4678
GRADE	14	4041	4243	4455	4678	4912
GRADE	15	4243	4455	4678	4912	5158
GRADE	16	4455	4678	4912	5158	5416
GRADE	17	4678	4912	5158	5416	5686
GRADE	18	4912	5158	5416	5686	5971
GRADE	19	5158	5416	5686	5971	6269
GRADE	20	5416	5686	5971	6269	6583
GRADE	21	5686	5971	6269	6583	6912
GRADE	22	5971	6269	6583	6912	7257
GRADE	23	6269	6583	6912	7257	7620
GRADE	24	6583	6912	7257	7620	8001
GRADE	25	6912	7257	7620	8001	8401
GRADE	26	7257	7620	8001	8401	8822
GRADE	27	7620	8001	8401	8822	9263
GRADE	28	8001	8401	8822	9263	9726
GRADE	29	8401	8822	9263	9726	10212
GRADE	30	8822	9263	9726	10212	10723

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
January 1, 2020 THROUGH DECEMBER 31, 2020

		A	B	C	D	E
GRADE	1	12.86	13.50	14.18	14.89	15.63
GRADE	2	13.50	14.18	14.89	15.63	16.41
GRADE	3	14.18	14.89	15.63	16.41	17.23
GRADE	4	14.89	15.63	16.41	17.23	18.09
GRADE	5	15.63	16.41	17.23	18.09	19.00
GRADE	6	16.41	17.23	18.09	19.00	19.95
GRADE	7	17.23	18.09	19.00	19.95	20.95
GRADE	8	18.09	19.00	19.95	20.95	21.99
GRADE	9	19.00	19.95	20.95	21.99	23.09
GRADE	10	19.95	20.95	21.99	23.09	24.25
GRADE	11	20.95	21.99	23.09	24.25	25.46
GRADE	12	21.99	23.09	24.25	25.46	26.73
GRADE	13	23.09	24.25	25.46	26.73	28.07
GRADE	14	24.25	25.46	26.73	28.07	29.47
GRADE	15	25.46	26.73	28.07	29.47	30.95
GRADE	16	26.73	28.07	29.47	30.95	32.49
GRADE	17	28.07	29.47	30.95	32.49	34.12
GRADE	18	29.47	30.95	32.49	34.12	35.83
GRADE	19	30.95	32.49	34.12	35.83	37.62
GRADE	20	32.49	34.12	35.83	37.62	39.50
GRADE	21	34.12	35.83	37.62	39.50	41.47
GRADE	22	35.83	37.62	39.50	41.47	43.55
GRADE	23	37.62	39.50	41.47	43.55	45.72
GRADE	24	39.50	41.47	43.55	45.72	48.01
GRADE	25	41.47	43.55	45.72	48.01	50.41
GRADE	26	43.55	45.72	48.01	50.41	52.93
GRADE	27	45.72	48.01	50.41	52.93	55.58
GRADE	28	48.01	50.41	52.93	55.58	58.36
GRADE	29	50.41	52.93	55.58	58.36	61.27
GRADE	30	52.93	55.58	58.36	61.27	64.34

COSS BARGAINING UNIT
CORRECTIONS OFFICERS AND SUPPORT STAFF
January 1, 2020 THROUGH DECEMBER 31, 2020

		A	B	C	D	E
GRADE	1	2229	2340	2457	2580	2709
GRADE	2	2340	2457	2580	2709	2845
GRADE	3	2457	2580	2709	2845	2987
GRADE	4	2580	2709	2845	2987	3136
GRADE	5	2709	2845	2987	3136	3293
GRADE	6	2845	2987	3136	3293	3458
GRADE	7	2987	3136	3293	3458	3631
GRADE	8	3136	3293	3458	3631	3812
GRADE	9	3293	3458	3631	3812	4003
GRADE	10	3458	3631	3812	4003	4203
GRADE	11	3631	3812	4003	4203	4413
GRADE	12	3812	4003	4203	4413	4634
GRADE	13	4003	4203	4413	4634	4865
GRADE	14	4203	4413	4634	4865	5109
GRADE	15	4413	4634	4865	5109	5364
GRADE	16	4634	4865	5109	5364	5632
GRADE	17	4865	5109	5364	5632	5914
GRADE	18	5109	5364	5632	5914	6210
GRADE	19	5364	5632	5914	6210	6520
GRADE	20	5632	5914	6210	6520	6846
GRADE	21	5914	6210	6520	6846	7188
GRADE	22	6210	6520	6846	7188	7548
GRADE	23	6520	6846	7188	7548	7925
GRADE	24	6846	7188	7548	7925	8321
GRADE	25	7188	7548	7925	8321	8737
GRADE	26	7548	7925	8321	8737	9174
GRADE	27	7925	8321	8737	9174	9633
GRADE	28	8321	8737	9174	9633	10115
GRADE	29	8737	9174	9633	10115	10620
GRADE	30	9174	9633	10115	10620	11151

