

AGREEMENT BY AND BETWEEN

WHITMAN COUNTY

AND

TEAMSTERS UNION LOCAL 690 – ROADS DEPARTMENT

JANUARY 1, 2017 – DECEMBER 31, 2020

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APPENDIX A.

AGREEMENT BY AND BETWEEN

WHITMAN COUNTY
AND
TEAMSTERS UNION LOCAL 690/ ROAD DEPARTMENT BARGAINING UNIT

JANUARY 1, 2016 TO DECEMBER 31, 2020

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

ARTICLE I – PURPOSE

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

ARTICLE II – UNION RECOGNITION

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

2.2 The bargaining unit consists of all regular employees of the Public Works Department but excludes the Director, Supervisors, Foremen, temporary employees, Solid Waste Department and those positions excluded by law.

2.3 Upon finalizing arrangements with PERC, a secret ballot election shall be conducted whereby the bargaining unit members shall vote whether or not future employees shall be required to join the Union as a condition of employment. A majority of bargaining unit members shall determine the outcome of the election and bargaining unit members employed at the time of the election (as shall be determined by the voter eligibility list).

In the event employees vote to require membership as a condition of employment, the following shall apply: The County hereby recognizes Teamsters Union Local 690 as exclusive bargaining agents for all its members in the employ of the Employer. The parties agree that employees subject to the Labor Agreement shall become members in the Local not later than the 30th day from the commencement of their employment, or thirty (30) days after the execution of this agreement, whichever is later, and shall remain in good standing thereafter. New employees shall file a membership application with the Local Union in sufficient and reasonable time for the above purpose.

ARTICLE III – DEFINITIONS

3.1 For the purpose of this Agreement, the following definitions shall apply:

3.2 Director: Whitman County Director of Public Works and County Engineer.

3.3 Temporary Employee: Shall be an employee of the County who is hired for a specific period of time, not to exceed six (6) full calendar months, to complete a seasonal, special or temporary work project. The employment may, with notice and mutual agreement of the Union, be extended up to an additional six (6) full calendar months. The retention of a temporary employee beyond the one (1) year period provided for above shall require the mutual agreement of the County and the Union. Nothing in this provision is extended to restrict the employment of temporary persons on a year to year basis.

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

3.4 Probationary Period and Probationary Employee: Probationary period is an extension of the selection process and failure of same as determined by the immediate supervisor and/or Director shall 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 first day of employment, except that the probation period may be, by mutual agreement between the Employer and 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 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 their first day of employment 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, except their accrued sick leave which may be used after the employee has completed ninety (90) calendar days 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 of employment.

3.5 Regular Employee: Shall be an employee who has successfully completed his/her probationary period.

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

3.7 Probationary Classification: Shall be the job classification given an employee during the one hundred eighty (180) day period immediately following his/her date of selection.

ARTICLE IV – NON-DISCRIMINATION

4.1 Neither the County nor the Union shall discriminate against any employee because of race, color, creed, sex, age, national origin, marital status, sexual orientation or because of a sensory, physical or mental handicap. Such action shall include, but not be limited to, the following:

upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation. It is not the intent of either party to circumvent any of the other provisions of this Agreement.

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

ARTICLE V – DUES DEDUCTION

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

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

5.3 The County recognizes the Union's right to encourage all employees covered hereunder to become and remain members in good standing of the Union. Any present or future employee eligible for coverage under this Agreement may become a member of the Union. Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in any labor or other employee organization.

In the event a bargaining unit member is or becomes also a member of a bona fide religious body or sect which objects to its members financially supporting a labor organization, the employee may pay an equivalent representation fee to the Union which shall be donated to a 501(c)(3) qualified nonprofit organization selected by the Union.

ARTICLE VI – MANAGEMENT RIGHTS

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

6.2 Nothing in this Agreement shall interfere with Foremen or other supervisory personnel carrying out their supervisory duties or performing bargaining unit work as deemed necessary by the Director.

6.3 The County may subcontract work provided that if bargaining unit employees should be displaced the County's intent to subcontract will be discussed with the Union prior to subcontracting.

ARTICLE VII – UNION MANAGEMENT RELATIONS

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

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

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

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

ARTICLE VIII – STRIKES AND LOCKOUTS

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

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

ARTICLE IX – DISCIPLINE / DISCHARGE

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

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

9.3 In matters of discipline, except in the case of oral reprimands, the employee shall be afforded 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 charge 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:

- A. Oral reprimand / Verbal counseling
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Discharge

Any disciplinary action or measure taken against a regular employee may be processed as a grievance through the regular grievance procedure.

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

9.6 Probationary employees may be disciplined without a right of appeal.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 A grievance is defined as only those disputes involving the interpretation, application or alleged violation of specific 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 which he/she first should have become aware of it, in any event no more than thirty (30) calendar days from date of occurrence, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The shop steward may be present if the employee 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 on the above informal discussion basis the grievance shall be reduced to writing, specifying the paragraph in the Agreement being grieved and what action is to be taken if his/her grievance is upheld, signed by the aggrieved party, and within ten (10) working days of the date in Step 1, shall be submitted to the immediate supervisor and the Union. Any grievance not so filed with the immediate supervisor shall be waived, whether or not the employee has actual notice of his/her grievance. The immediate supervisor shall investigate the grievance and provide the employee and Union a written answer within ten (10) working days of the date of submission.

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

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

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

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

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

ARTICLE XI – MEETINGS

11.1 The parties hereby agree that when labor negotiations or grievance procedures require meetings they shall be scheduled, when practicable, during work time. If such meetings are scheduled during work time the union shall be represented by not more than two (2) members, who shall be considered acting within the scope of employment for pay and other benefit purposes only.

ARTICLE XII – SENIORITY

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

12.2 The employees' earned seniority shall be lost for any of the following:

- A. Discharge or resignation of employee.
- B. Inability to return to work after one (1) year sick leave except for on-the-job injuries or work-related illness, which cases may be extended by mutual agreement of the parties hereto.
- C. Failure to report for work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension.

D. Temporary layoff exceeding an eighteen (18) consecutive month period. The Employer and the Union may, by mutual agreement, extend the allowed period to twenty-four (24) consecutive months.

E. Failure, when on temporary layoff to report for work within one (1) week after written notice has been sent to the employee, shall constitute a refusal to work.

12.3 The seniority list shall be brought up to date each year on January 1st and posted in a conspicuous place. A copy of the seniority list shall be made available to the Union by January 30 of each year.

12.4 Qualified employees in the Public Works Roads Department shall have the first opportunity to transfer to open Solid Waste Department positions not filled by department transferees or promotional employees. Employees who transfer from the Roads Department to the Solid Waste Department shall have the right to return to their former position for first thirty (30) calendar days with no adverse impacts. Employees transferring shall retain all benefits, except seniority, accrued while working in the Roads Department.

ARTICLE XIII – PROMOTIONS / LAYOFF / RECALL

13.1 Promotion: Promotions to a higher job classification shall be according to past work performance, qualifications and technical ability to perform the prescribed duties.

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

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

13.4 Regular employees shall be promoted over temporary employees.

13.5.1 Bargaining unit employees advanced to a supervisory position shall continue to accumulate seniority during service as a supervisor. It is expressly recognized that any employee transferring or promoting to any Public Work's Department position may elect to return to his/her previous position within thirty (30) days of the transfer or promotion. Under certain circumstances, staffing and service levels are unable to be maintained by filling the vacated position with temporary employees or through reassignments to current employees, therefore, the parties hereto recognize

that, subject to prior written Union approval, an employee may agree in writing to a lesser period of time. In no case shall such period of time be less than ten (10) working days.

13.5.2 When a permanent supervisory position becomes vacant, regular employees covered by this Agreement shall be given consideration to fill the position by bidding. Employees shall be considered along with all other qualified candidates. If a bargaining unit employee has equal or greater qualifications, as determined fewer than 13.1 of this Article he/she shall be given first consideration over outside applicants.

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

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

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

13.9 Supervisor will assign employees to pieces of equipment. Within the limitations of work programs such assignment will not be shifted from day to day. If a piece of equipment is needed for emergency or special overtime work, the employee regularly assigned to the equipment will be given first call to operate the equipment during any such work period. If the regularly assigned operator is not available for any reason, the supervisor or foreman shall call any other qualified employees to perform the necessary work. Should no qualified employee be available, the supervisor may perform the work.

ARTICLE XIV – SALARIES / WAGES

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

14.1

Effective upon acceptance and signature(s) of the parties hereto, each bargaining unit member will be provided a signing bonus of seven hundred twenty-five (\$725.00) dollars.

Effective January 1, 2018, the wage scale (Appendix A) shall be increased by two and one-half percent (2 ½%).

Effective January 1, 2019, the wage scale (Appendix A) shall be increased by two percent (2%).

Effective April 1, 2020, the wage scale (Appendix A) shall be increased by two and one-half percent (2 ½%).

14.2 Salary schedule increases, when provided for in this Agreement, shall occur as of the first day of the month they are scheduled to become effective.

14.3 The County shall maintain a Wage and Classification system for all employees of the County, including the employees within the bargaining unit. By reference herein the Wage and Classification system shall be part of this Agreement.

The existing Compensation Schedule (Appendix A), including the ranges and step progression process shall remain in effect during the term of this Agreement, except if a change in either the value of the ranges or the step progression process is proposed by the County and negotiated with the Union.

14.4 When any position not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification or the pay rate is proper, the matter shall be subject to negotiations with the Union.

14.5 Whenever an employee performs work in a classification higher than that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classification for the number of hours worked in the classification. An employee must work continuously at least one (1) full hour in the higher classification before receiving the higher rate of pay. Provided, no additional pay shall be given for working machinery for training purposes when performed under the direct supervision of the normal or other qualified operators thereof. A bargaining unit employee filling in for a supervisor will receive seventy-five cents (\$0.75) per hour for the period of time in that capacity.

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

Early shift call is any time worked prior to the employee's scheduled start time that continues uninterrupted into that employee's regularly scheduled shift, early shift shall be payable as

overtime, shall be an exception to the three (3) hour guarantee and will not be construed as "call back."

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

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

14.8 Maintenance employees assigned to work as the oil distributor operator shall be paid a premium of six percent (6%) over his/her actual rate of pay for all hours worked on the oil distributor crew or striping truck crew.

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

ARTICLE XV – HOURS OF WORK AND OVERTIME

15.1 The workweek for the public Works "Department shall be forty (40) hours of work to consist of five (5) eight (8) hour days, or four (4) ten (10) hour days, to be determined by the Director. The office and engineering crew shall normally work five (5) eight (8) hour days or four (4) ten (10) hour days as to be determined by the Director. Unless mutually agreed otherwise, the sign shop, maintenance workers, mechanics and bridge crew employees shall be scheduled to work four (4) ten (10) hour days commencing not later than the first full week of April and ending not earlier than the last full workweek of October.

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

15.3 In accord with 15.1 of this Article, all employees shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time. Servicing of County equipment shall be done during the regular work shift or else it shall constitute overtime work. It is understood that frequently the locations of the day's work for an employee will be elsewhere than the point at which he/she reports; the reporting point may be a County Road Department Shop or it may be some other location specifically designated. When the location of the day's work is away from the reporting point, travel time at the beginning and the end of the work shift from the job to the reporting point shall be considered as time worked.

15.4 An employee's workweek, shift and starting time assignments shall be made by the County, and after being made, shall continue at least five (5) consecutive days, or four (4) consecutive days in a 4-10 workweek.

Changes in workweek, shift and starting time assignments shall take effect only at the beginning of an employee's workweek, provided that the employee is given one (1) calendar weeks' notice of such change, except in case of an unforeseen emergency.

15.5 In the event a four (4) day week is worked under the terms of 15.1 of this Article, all benefits, which are based upon working time, shall be proportioned, that is to say shall be determined by translating such benefits from days into hours.

15.6 Overtime pay shall be at the rate of one and one-half (1 ½) times the regular hourly rate for such employees. The hourly rate for full time employees on a monthly salary shall be computed by dividing the annual salary for the position by 2,080.

15.7 Overtime shall be paid for a minimum of one-half (1/2) hour. Twenty (20) minutes or more shall be considered a one-half (1/2) hour. Forty (40) minutes or more shall be considered as one (1) hour.

15.8 In accordance with FLSA requirements an employee may elect to be paid for his/her accrued compensatory time, or with reasonable notice, he/she may be granted compensatory time off for any overtime worked. Said compensatory time shall be computed on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked. Compensatory time, at any time during a calendar year, may be accrued to a maximum of forty-eight (48) hours. Compensatory time not used by the end of the year in which it was accrued will be paid out.

15.9 Insofar as reasonably feasible, all employees shall be treated equally with respect to working overtime.

15.10 A shift differential premium of twenty-five cents (\$0.25) per hour shall be paid for all hours worked when four (4) or more hours of the employee's shift falls within the hours of 8:00 p.m. and 4:00 a.m.

15.11 Overtime at the rate of time and one-half (1 ½) shall be paid for hours worked in excess of an employee's regular work shift of eight (8) hours or more if on a five-day, eight-hour schedule; or ten (10) hours or more if on a four-day, ten-hour schedule. In the event that an employee is absent without permission (no prior call-in and no-show) during a scheduled workweek, overtime will only be paid for hours actually worked in excess of forty (40) in the employee's workweek.

ARTICLE XVI – HOLIDAYS

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

New Year's Day
President's Day

Martin Luther King Jr. Day
Memorial Day

Independence Day
Veteran's Day
The day following Thanksgiving Day
Floating Holiday in lieu of Columbus Day

Labor Day
Thanksgiving Day
Christmas Day

16.2 Provided, if any of the above days are celebrated state wide on a day other than the traditional day by national legislation, the statewide 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.

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

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

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

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

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

ARTICLE XVII – SICK LEAVE

17.1 Any employee contracting or incurring any sickness or disability which renders the employee unable to perform the duties of employment shall receive sick leave, with pay, up to the amount of sick leave they have accumulated, but not used.

Any employee, including probationary employees, 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 in one direction) for any member of the employee's immediate family. The immediate family shall be defined as mother, father, brother, sister, spouse, child or children, step

children, foster children, grandchildren, grandparents and the mother and/or father of the employee's spouse, or other relative(s) living in the employee's home.

17.2 Other leave for funerals will be taken without pay or taken of compensatory or vacation time accruals.

17.3 Except as may be otherwise provided by state law, in the event of sickness or disability of any of the above relatives which are then residing in the home of an employee as a member of his/her household, such employee may utilize their accumulated sick to attend such sickness or disability, if said employees' presence is actually required, pursuant to RCW 49.12.270.

17.4 Employees shall start to earn sick leave from their date of hire, and may accumulate earned sick leave, on a per pay period basis, up to one hundred twenty (120) eight (8) hour days. Consistent with Employer practice, employees may accumulate sick leave in excess of the above allowed maximum during a calendar year, however, accrued sick leave which exceeds the maximum cap at the end of each calendar year will automatically be forfeited without any required action on the part of either party. Full-time and Part-time employees who are scheduled to and work a minimum of fifty one percent (51%) or more of an established work period shall earn pro-rated sick leave, per pay period, which is equivalent to their earning pro-rated leave of up to one (1) eight (8) hour day per calendar month. Effective as of January 1, 2018, part-time employees who are scheduled to and work less than fifty one percent (51%) or less of the established annual work schedule, shall earn one (1) hour of earned sick leave for every forty (40) hours of work.

A pay period of employment shall be defined and applied by the Employer as a specific period of time during which an employee is scheduled to and works without an unauthorized absence.

17.5 Not later than one (1) hour before he/she is due to report for duty, if physically possible, the employee shall send notice to his/her immediate supervisor by telephone or otherwise on his/her first day off duty.

17.6 Upon request, the employee shall provide acceptable written confirmation, which may include a doctor's written statement, or reason(s) for use of sick leave.

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

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

17.9 Worker's Compensation: County health and welfare benefit contributions, if applicable, and sick leave shall be integrated with employee worker's compensation benefits, such that the sum of an employee's total compensation does not exceed one-hundred percent (100%) of the County's benefit contributions and/or the employee's regular daily rate of pay for any one day. Employees must provide immediate notice to the Employer on the full schedule of benefits for which they are

eligible and those they receive. An employee's failure to provide the notice set forth above may result in a delay in receipt payment or denial of the coordination of benefits set forth below.

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

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

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

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

17.11 Employees shall be allowed a four (4) hours to one (1) hour conversion of sick leave to annual leave for all accrued sick leave in excess of nine hundred sixty (960) hours. Employees cannot accrue more than two hundred sixteen (216) hours or two hundred forty (240) hours for employees with twenty (20) years or more of service, annual leave in any given year. Said annual leave days, when converted, shall not be compensable upon employee's departure or retirement.

17.12 Employees, pursuant to Whitman County Policy may dedicate accrued sick leave into county wide 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.

ARTICLE XVIII – ANNUAL LEAVE

18.1 For the first five (5) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to the equivalent of one (1) day of vacation for each calendar month of employment (12 days).

18.2 After five (5) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to the equivalent of 1.25 days per calendar month for each calendar month of employment (15 days).

18.3 After ten (10) years of service each regular employee shall receive pro-rated annual leave on a per pay period basis, of up to 1.67 days per calendar month for each calendar month of employment (20 days).

18.4 After fifteen (15) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to 2.08 days per calendar month for each calendar month of employment (25 days).

18.5 After twenty (20) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to twenty (20) hours per calendar month for each calendar month of employment (30 days).

18.6 A pay period of employment shall be defined and applied by the Employer as a specific period of time during which an employee is scheduled to and works without an unauthorized absence.

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

18.8 Vacation shall be approved by the Director and insofar as consistent with the efficient operation of the Road Department, the Director shall endeavor to schedule vacations according to the employee's seniority choice dates. It is recognized that the months of July and August are the busiest for the crews. Thus, no employee shall take more than ten (10) days' vacation during the months of July and August in the absence of a family emergency for which sick leave is not available.

18.9 After termination of employment the employee shall receive unpaid salaries to the date of termination and shall be paid for accrued vacation up to the date of termination, not to exceed their individual allowed maximum accrual.

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. Consistent with Employer practice, employees may accumulate annual leave in excess of the allowed maximum during a calendar year, however, accrued annual leave which exceeds the allowed maximum at the

end of each calendar year will be automatically forfeited without any required action on the part of either party.

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

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

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

ARTICLE XIX – MILITARY LEAVE AND JUDICIAL DUTY

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

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

ARTICLE XX – HEALTH AND WELFARE

20.1 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 January 1, 2017, the Employer's maximum combined medical, dental, vision and life insurance premium contribution for full and existing part-time employees, shall be six hundred ninety-five dollars (\$695.00) per month. Effective January 1, 2018, the Employer's maximum contribution shall be seven hundred five dollars (\$705.00) per month. Effective January 1, 2019, and for the duration of this Agreement, the Employer's maximum contribution shall be seven hundred ten dollars (\$710.00) 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 employee 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, as set forth herein. 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 reduced hours of work.

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

20.2 Employees who are member 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 Courthouse bargaining unit or 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 plan. However, each spouse or domestic partner must maintain separate dental, vision and life insurance coverage.

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 contributions, 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 medical 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) coverage and/or medical coverage at retirement.

The parties further agree that either party may withdraw from this agreement with no less than thirty (30) days written notice prior to the Employer's open enrollment period. It is further understood and agreed that withdrawal, by either party, shall become effective as of January 1st of the following year.

20.3 The County shall pay into the "Northwest Vision Care Trust Fund" the monthly premium on behalf of every employee covered by this Agreement who has worked eighty (80) hours or more in the preceding month.

The above payments, upon receipt of an appropriate billing statement, shall be made to the Administrative Office by the end of month in which the billing is due. In the event the Trustees of the Trust Fund are required to take legal action to collect an Employer contribution(s) due under this Agreement, the Employer shall be liable for all necessary costs and expenses of the litigation, including reasonable attorney fees.

20.4 The County shall give notice to the Union of its intent to reopen the contract concerning benefit plans in the event the County wants to change health and welfare carriers and/or coverages. Said notice shall not be less than thirty (30) calendar days prior to the proposed effective date of any plan changes.

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

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

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

ARTICLE XXI – SAFETY

21.1 A safety program shall be adopted by the County, after consultation with a safety committee composed of the Safety Officer, three (3) road supervisors and three (3) employees selected by the Steward. Employees shall comply with the safety program as adopted. The safety committee shall meet during working hours at least quarterly and shall make written recommendations relative to the safety program. Any members of the committee agreeing with the recommendations may make separate written recommendations. Any members of the committee disagreeing with these may also make separate written recommendations. The three (3) road supervisors shall make a complete written report to the safety committee at least once each six (6) months relative to the safety program. Failure of an employee to comply with the safety program recommended by the committee shall subject such employee to such disciplinary measures, including but not limited to discharge, as the Director deems appropriate.

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

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

21.4 TOOL POLICY: Whitman County Department of Public Works requires mechanics to furnish their own hand tools and to let other employees use them. Whitman County will replace or repair, at no expense of the mechanic, any tool lost, stolen, broken or destroyed in the line of duty. Hand tools will be replaced by purchasing agent with same kind if can be purchased locally. All guaranteed tools will be replaced by manufacturer.

Upon employment with Whitman County “Department of Public Works the mechanic shall furnish a complete inventory of all hand tools to the shop foreman and said inventory will be kept on file by the purchasing agent. Upon notice and arrangements for security have been confirmed by their supervisor, and in accord with County policy, employees shall be allowed to retrieve their personal property from the County shops when off shift. Condition of tools will be noted on inventory at time of employment. Any change in the inventory shall be given to the purchasing agent in writing.

All special tools will be furnished by Whitman County. All other Public Works employees will be covered by this policy when furnishing their own hand tools. Inventory will be filed with their immediate supervisor.

ARTICLE XXII – SAVINGS CLAUSE

22.1 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.

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

ARTICLE XXIII – ENTIRE AGREEMENT

23.1 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the County, regardless of whether or not such rights have previously been exercised by the County. There shall be no verbal or written agreement between the County and the 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, statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

23.2 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 terms and conditions of the County’s Personnel and Procedures Guide, the Agreements terms shall apply.

ARTICLE XXIV – DURATION OF AGREEMENT AND SUPPLEMENTS

24.1 This Agreement shall be effective from January 1, 2016, through December 31, 2020. This Agreement may be amended or supplemented in writing upon mutual agreement of the parties.

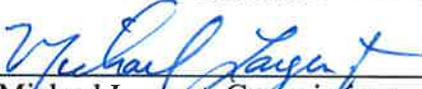
24.2 Negotiations for a successor to this Agreement shall begin within a reasonable period, but not less than ninety (90) days, prior to this Agreement's expiration date.

24.3 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.

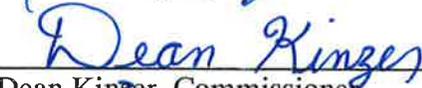
24.4 Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed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

DATED this 30TH day of OCTOBER 2017

WHITMAN COUNTY
BOARD OF COMMISSIONERS



Michael Largent, Commissioner



Dean Kinzer, Commissioner



Art Swannack, Commissioner

TEAMSTERS UNION LOCAL 690



Val Holstrom, Secretary-Treasurer



Joe Kuhn, Business Representative

ATTEST: 

Maribeth Becker, CMC Clerk of the Board

**Whitman County Road Bargaining Unit
2018 Salary Ranges for Current Classifications**

1 2 3 4 5 6 7 8 9 10

Salary	2351	2398	2446	2495	2545	2596	2647	2700	2754	2810
Hourly	13.5631	13.8343	14.1110	14.3933	14.6811	14.9747	15.2742	15.5797	15.8913	16.2091

Clerical-Entry

Salary	3044	3104	3166	3230	3294	3360	3428	3496	3566	3637
Hourly	17.5592	17.9103	18.2686	18.6339	19.0066	19.3867	19.7745	20.1700	20.5734	20.9848

Financial Specialist II

Salary	3044	3105	3167	3230	3295	3361	3428	3496	3566	3638
Hourly	17.5612	17.9124	18.2707	18.6361	19.0088	19.3890	19.7768	20.1723	20.5758	20.9873

Heavy Equipment Operator

Salary	3317	3384	3452	3521	3591	3663	3736	3811	3887	3965
Hourly	19.1397	19.5225	19.9129	20.3112	20.7174	21.1318	21.5544	21.9855	22.4252	22.8737

Heavy Equipment Mechanic

Salary	3317	3384	3452	3521	3591	3663	3736	3811	3887	3965
Hourly	19.1397	19.5225	19.9129	20.3112	20.7174	21.1318	21.5544	21.9855	22.4252	22.8737

Lead Parts Worker

Salary	3616	3688	3762	3837	3914	3992	4072	4154	4237	4321
Hourly	20.8616	21.2789	21.7044	22.1385	22.5813	23.0329	23.4936	23.9635	24.4427	24.9316

Engineering Tech.-Journey

Salary	3044	3105	3167	3230	3295	3361	3428	3496	3566	3638
Hourly	17.5612	17.9124	18.2707	18.6361	19.0088	19.3890	19.7768	20.1723	20.5758	20.9873

Buyer/Purchasing Agent

**Whitman County Road Bargaining Unit
2019 Salary Ranges for Current Classifications**

1 2 3 4 5 6 7 8 9 10

Salary	2398	2446	2495	2545	2596	2647	2700	2754	2810	2866
Hourly	13.8343	14.1110	14.3932	14.6811	14.9747	15.2742	15.5797	15.8913	16.2091	16.5333

Clerical-Entry

Salary	3104	3166	3230	3294	3360	3428	3496	3566	3637	3710
Hourly	17.9103	18.2685	18.6339	19.0066	19.3867	19.7744	20.1699	20.5733	20.9848	21.4045

Financial Specialist II

Salary	3105	3167	3230	3295	3361	3428	3496	3566	3638	3710
Hourly	17.9125	18.2707	18.6361	19.0088	19.3890	19.7768	20.1723	20.5758	20.9873	21.4070

Heavy Equipment Operator

Salary	3384	3452	3521	3591	3663	3736	3811	3887	3965	4044
Hourly	19.5225	19.9129	20.3112	20.7174	21.1318	21.5544	21.9855	22.4252	22.8737	23.3312

Heavy Equipment Mechanic

Salary	3384	3452	3521	3591	3663	3736	3811	3887	3965	4044
Hourly	19.5225	19.9129	20.3112	20.7174	21.1318	21.5544	21.9855	22.4252	22.8737	23.3312

Lead Parts Worker

Salary	3688	3762	3837	3914	3992	4072	4154	4237	4321	4408
Hourly	21.2789	21.7045	22.1385	22.5813	23.0329	23.4936	23.9635	24.4427	24.9316	25.4302

Engineering Tech.-Journey

Salary	3105	3167	3230	3295	3361	3428	3496	3566	3638	3710
Hourly	17.9125	18.2707	18.6361	19.0088	19.3890	19.7768	20.1723	20.5758	20.9873	21.4070

Buyer/Purchasing Agent

**Whitman County Road Bargaining Unit
2020 Salary Ranges for Current Classifications**

1 2 3 4 5 6 7 8 9 10

Salary	2458	2507	2557	2608	2660	2714	2768	2823	2880	2937
Hourly	14.1802	14.4638	14.7531	15.0481	15.3491	15.6561	15.9692	16.2886	16.6143	16.9466

Clerical-Entry

Salary	3182	3246	3311	3377	3444	3513	3583	3655	3728	3803
Hourly	18.3581	18.7252	19.0998	19.4817	19.8714	20.2688	20.6742	21.0877	21.5094	21.9396

Financial Specialist II

Salary	3182	3246	3311	3377	3445	3514	3584	3656	3729	3803
Hourly	18.3602	18.7274	19.1020	19.4840	19.8737	20.2712	20.6766	21.0901	21.5119	21.9422

Heavy Equipment Operator

Salary	3468	3538	3609	3681	3754	3829	3906	3984	4064	4145
Hourly	20.0106	20.4108	20.8190	21.2354	21.6601	22.0933	22.5351	22.9859	23.4456	23.9145

Heavy Equipment Mechanic

Salary	3468	3538	3609	3681	3754	3829	3906	3984	4064	4145
Hourly	20.0106	20.4108	20.8190	21.2354	21.6601	22.0933	22.5351	22.9859	23.4456	23.9145

Lead Parts Worker

Salary	3780	3856	3933	4012	4092	4174	4257	4343	4429	4518
Hourly	21.8108	22.2470	22.6920	23.1458	23.6087	24.0809	24.5625	25.0538	25.5549	26.0660

Engineering Tech.-Journey

Salary	3182	3246	3311	3377	3445	3514	3584	3656	3729	3803
Hourly	18.3602	18.7274	19.1020	19.4840	19.8737	20.2712	20.6766	21.0901	21.5119	21.9422

Buyer/Purchasing Agent

