

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**WHITMAN COUNTY
AND
TEAMSTERS, LOCAL 690/SOLID WASTE
DEPARTMENT BARGAINING UNIT**

JANUARY 1, 2014 – DECEMBER 31, 2016

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AGREEMENT BY AND BETWEEN

WHITMAN COUNTY
AND
TEAMSTERS UNION LOCAL 690/ SOLID WASTE DEPARTMENT BARGAINING UNIT

JANUARY 1, 2014 TO DECEMBER 31, 2016

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

ARTICLE I – PURPOSE

It is the purpose of this Agreement to achieve and maintain the efficiency of the Whitman County Solid Waste Department together with promoting harmonious relations between the County and the Union and to provide for the rights, 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 Solid Waste Department excludes the Director, Supervisors, Foremen, temporary employees, all other County employees and those positions excluded by law.

2.3 For purpose of allowing the Union to keep informed as to the personnel in the bargaining unit the Director will make available to the Union, at all reasonable times, the payroll records of the Solid Waste Station.

2.4 Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Union or other employee organizations. No member of the Union shall be discriminated against for exercising his/her rights under this Agreement.

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

2.6 In the event employees vote to require membership as a condition of employment, the following shall apply: The Employer hereby recognizes Teamsters Union Local 690 as exclusive bargaining agent 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.

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

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.

ARTICLE IV – NON-DISCRIMINATION

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

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

ARTICLE V – DUES DEDUCTION

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

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

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

ARTICLE VI – MANAGEMENT RIGHTS

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

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

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

ARTICLE VII – UNION MANAGEMENT RELATIONS

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

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

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

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

ARTICLE VIII – STRIKES AND LOCKOUTS

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

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

ARTICLE IX – DISCIPLINE / DISCHARGE

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

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

termination. Discipline is the responsibility of management. Disciplinary actions or measures may include the following:

- A. Oral reprimand / Verbal counseling
- B. Written reprimand (written notice with reasons to be given to the employee).
- C. Suspension (written notice to be given to the employee with reasons within one (1) workday prior to the action).
- D. Demotion (written notice to be given to the employee with reasons within one (1) workday prior to the action).
- E. Discharge (written notice to be given to the employee with reasons within one (1) workday prior to the action).

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 on 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 five (5) working days of the date of submission.

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

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

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

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

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

ARTICLE XI – MEETINGS

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

ARTICLE XII – SENIORITY

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

12.2 The employee's 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 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 1 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 Seniority with the County shall be used for the purposes of determining annual leave and sick leave accrual.

12.5 A bargaining unit employee advanced to a supervisory position shall continue to accumulate seniority during service as a supervisor. An employee who promotes to supervisor shall have the right to return to their former position for thirty (30) calendar days with no adverse changes. By mutual agreement and written notice to the Union the employee and County may mutually agree to a ten (10) workday limit.

12.6 Qualified employees in the Solid Waste Department shall have the first opportunity to transfer to Public Works positions not filled by Public Works transferees or promotional employees. Employees who transfer from the Solid Waste Department to the Public Works Department shall have the right to return to their former position for thirty (30) calendar days with no adverse changes. Employees transferring shall retain all benefits accrued while working in the Solid Waste 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. The Director's decision shall be final and binding. When circumstances warrant, and with the agreement of the Shop Steward, a position may be recruited for simultaneously as provided for above, county wide and to the general public. Employees, whose qualifications, in the opinion of the Employer, are equal to or greater than applicants from the general public, will be given first consideration.

13.4 Regular employees shall be promoted over temporary employees.

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

13.6 Layoff/ Recall: When it is necessary to reduce the force, all employees who are not on a regular status shall be laid off first. In any reduction of the regular force, layoffs shall be based on technical abilities as to operation of equipment that is intended to be retained in service. In the event two (2) or more persons are, in the 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 The 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 as set forth in the Compensation Schedule (Appendix A). All future wage adjustments shall be applied to this schedule.

14.1 Effective January 1, 2015 the existing salary range system will be modified as follows:

(A) As agreed, a new compensation system (Appendix A), will be developed by taking the prior salary range system and calculating from the top step downward, with each downward step being two percent (2%) less than the preceding step. The new compensation system for 2015 and 2016 (Appendix A) will reflect the re-numbering which was necessary as a result of the deletion, effective January 1, 2015, of steps A, B and C; the deletion, effective January 1, 2016 of steps D and E; and the addition of a new top step, effective January 1, 2015, which will be a two percent (2%) increase in pay for those who were, at the time of this Agreement, at the top step of the previous salary range system.

In addition to the changes, as set forth above, i.e., the adjusted percentage between steps from three percent (3%) to two percent (2%), the new compensation system will also reduce the time between steps from eighteen (18) months to twelve (12) months.

(B) Except those employees who are immediately affected on January 1, 2015 or on January 1, 2016 by the deletion of steps A, B and C or D and E respectively, other individual employees will convert to the new salary system on their current step anniversary date. The salary increases for all individual employees resulting from the conversion to the new compensation system, as set forth above in part A, will be those reflected in the materials provided the Union and the verbal discussion during negotiations, subject to the limitations set forth in the Employer's disclosed written statement.

14.2 The County shall maintain a Wage and Classification system for all employees of the County, including the employees within this bargaining unit. The Employer agrees that the new salary system includes the historical pay differential for Solid Waste and that this pay differential will remain in effect during the term of this Agreement, except, if a change in the historical pay differential for Solid Waste positions is proposed by the Employer and negotiated with the Union.

14.3 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.

14.4 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.

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

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

14.6 Bargaining unit employees will be paid twice per month. Employees may not draw on wages earned prior to any pay period. It is agreed that the Employer may, during the term of this Agreement, convert the current practice of paying non-exempt employees on a salaried basis to paying employees on an hourly basis. It is further recognized and agreed that the Employer will,

effective January 1, 2015, fully comply with Washington State payment requirements for workers compensation insurance.

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

ARTICLE XV – HOURS OF WORK AND OVERTIME

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

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

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

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 may be accrued to a maximum of forty-eight (48) hours; however, it must be used in the calendar year in which it was earned.

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 Full time employees shall be eligible for and paid overtime, at the rate of time and one-half (1½) for all hours worked in excess of their regular work shift of eight (8) hours or more if on-a five (5)-day, eight (8)-hour schedule; or ten (10) hours or more if on a four (4)-day, ten (10)-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.

15.12 Part-time employees shall be eligible for and paid overtime, at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours worked during their scheduled work week.

ARTICLE XVI – HOLIDAYS

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

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

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

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

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

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

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

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

ARTICLE XVII – SICK LEAVE

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

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

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

17.3 Except as may be otherwise provided by state law, in the event of the 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 up to three (3) days of accumulated sick leave to attend such sickness or disability, if said employee's 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 they may accumulate one hundred twenty (120) eight (8) hour days of sick leave. Employees shall accumulate one (1) eight (8) hour day of sick leave per month.

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 other wise 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, to the deceased employee's estate up to one half (1/2), not to exceed thirty (30) days, of unused sick leave accumulated at the time of death.

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

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

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

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

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

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

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) or more years 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 a 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 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 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 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 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 twenty (20) hours per calendar month for each calendar month of employment (30 days).

18.6 A calendar month of employment is a month during which an employee has had no 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 Solid Waste Department, the Director shall endeavor to schedule vacations according to the employee's seniority choice of dates.

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

Annual leave may be accumulated to a maximum of two hundred sixteen (216) hours, or two hundred forty (240) hours for employees with twenty (20) or more years of service, at the end of each calendar year. Any such annual leave accumulated beyond this limit shall be automatically forfeited without action on the part of any party.

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

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

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

ARTICLE XIX – MILITARY LEAVE AND JUDICIAL DUTY

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

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

ARTICLE XX – HEALTH AND WELFARE

20.1 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 select coverage(s) for themselves and/or their dependents.

Effective January 1, 2014, and for the duration of this Agreement, the Employer's maximum combined medical, dental, vision and life insurance premium contribution for full and existing part-time employees, shall be six hundred ninety five dollars (\$695.00) 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 members of this bargaining unit and who have a spouse or domestic partner who is also an employee of Whitman County and a member of the Roads 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.

The County shall continue to provide dental insurance for employees as provided on January 1, 1997 (or equivalent)

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

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

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

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

ARTICLE XXI – SAFETY

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

ARTICLE XXII – MISCELLANEOUS

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

22.2 Seasonal overalls, work gloves, rain gear and rubber overshoes to be provided by the County on an as needed basis. The County shall provide employees with an annual boot allowance of two hundred fifty (\$250.00) dollars. Boots shall remain at the Solid Waste Station. Damaged boots to be replaced or repaired by the County at the Director's discretion.

ARTICLE XXIII – SAVINGS CLAUSE

23.1 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.

23.2 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 XXIV – ENTIRE AGREEMENT

24.1 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.

24.2 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 XXV – DURATION OF AGREEMENT AND SUPPLEMENTS

25.1 This Agreement shall be effective from January 1, 2014 through December 31, 2016. This Agreement may be amended or supplemented in writing upon mutual agreement of the parties.

25.2 Negotiations for a successor to this Agreement shall begin within a reasonable period, but not later than ninety (90) days prior to this Agreements expiration date.

25.3 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.

25.4 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.

SIGNATURES OF THE PARTIES TO THE AGREEEMNT

WHITMAN COUNTY
BOARD OF COMMISSIONERS

Dated this 20th day of January 2015


Art Swannack, Commissioner District 1


Dean Kinzer, Commissioner District 2


Michael Largent, Commissioner District 3

TEAMSTERS UNION LOCAL 690

Dated this 6th day of Feb 2015


Val Holstrom, Secretary -Treasurer


Joe Kuhn, Bus. Representative

ATTEST:


Maribeth Becker, CMC Clerk of the Board

Appendix A

**Whitman County Solid Waste Bargaining Unit
2015 Salary Ranges for Current Classifications**

	1	2	3	4	5	6	7	8	9	10	11	12
Salary	2618	2670	2723	2778	2834	2890	2948	3007	3067	3128	3191	3255
Hourly	15.1026	15.4046	15.7127	16.0270	16.3475	16.6745	17.0080	17.3481	17.6951	18.0490	18.4100	18.7792

Financial Specialist

Salary	3111	3173	3236	3301	3367	3435	3503	3573	3645	3718	3792	3868
Hourly	17.9470	18.3060	18.6721	19.0455	19.4265	19.8150	20.2113	20.6155	21.0278	21.4484	21.8773	22.3158

SW Heavy Equip. Operator

**Whitman County Solid Waste Bargaining Unit
2016 Salary Ranges for Current Classifications**

	1	2	3	4	5	6	7	8	9	10
Financial Specialist										
Salary	2723	2778	2834	2890	2948	3007	3067	3128	3191	3255
Hourly	15.7127	16.0270	16.3475	16.6745	17.0080	17.3481	17.6951	18.0490	18.4100	18.7792
SW Heavy Equip. Operator										
Salary	3236	3301	3367	3435	3503	3573	3645	3718	3792	3868
Hourly	18.6721	19.0455	19.4265	19.8150	20.2113	20.6155	21.0278	21.4484	21.8773	22.3158