ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WHITMAN COUNTY
AND
TEAMSTERS, LOCAL 690/COURTHOUSE BARGAINING UNIT

JANUARY 1, 2014 – DECEMBER 31, 2016

076298-A

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AGREEMENT BY AND BETWEEN

WHITMAN COUNTY
AND
TEAMSTERS LOCAL 690/COURTHOUSE BARGAINING UNIT

JANUARY 1, 2014 TO DECEMBER 31, 2016

PREAMBLE

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

ARTICLE I – RECOGNITION

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

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

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

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

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

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

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

1.5.2 Subject to applicable law, only such authorization shall be revocable by the individual employee as described in the form of authorization.

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

ARTICLE II – NONDISCRIMINATION

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

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

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

ARTICLE III – DEFINITITION

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

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

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

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

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

3.5 Past Practice: "Past Practice" shall mean a long-standing management practice which has been regularly occurring, covers a situation where the contract is silent or ambiguous, and is not contrary to existing contract or policy language.

ARTICLE IV – MANAGEMENT RIGHTS

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

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

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

ARTICLE V – EMPLOYEE RIGHTS

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

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

A. Use County bulletin boards to advertise notices of Union meetings. A copy of any posted notice shall be given to the HR manager within five (5) working days of posting.

B. Should they become available, during the term of this Agreement, use of interdepartmental mail slots for Union mail. The Union assumes sole responsibility for the content of any and all materials distributed in this manner and agrees to indemnify

and defend the Employer in the event of litigation concerning such materials. The Employer shall assume no responsibility for timely or accurate delivery of such materials.

C. Use, with prior permission, the Employer's facilities for Union business so long as such use does not interfere with the functions of the Employer. The Union agrees to reimburse the Employer for any and all costs including those for expendable materials used, for example: paper, photocopying costs, etc., and as set forth in County policy.

ARTICLE VI – SENIORITY

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

6.2 Probationary Period and Probationary Employee: The probationary period is an extension of the selection process and failure of same, as determined by the immediate supervisor and/or Director does not constitute any right to appeal under this Agreement. The probationary period shall be a period of one hundred eighty (180) calendar days from the probationary employee's initial first day of employment, except that the probation period may be, by mutual agreement between the Employer and the Union, extended up to an additional one hundred eighty (180) calendar days if the employee's performance warrants such action. The probation period may also be waived by mutual agreement between the Employer and the Union. Failure of satisfactory probation and dismissal can come at any time during the probationary period. After satisfactory completion of the probation period the employee's seniority will date from the original date of hire for all benefits, wages and conditions of employment. Provided, however, the employee shall not be entitled to draw upon any such benefits during his/her probationary period of employment. Provided further, if a probationary employee's employment is terminated during his/her probationary period, he/she shall receive no compensation for sick leave or annual leave benefits that may have accrued during his/her probationary period.

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

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

ARTICLE VII – JOB POSTING / LAYOFF

7.1 The department head may fill vacancies by promotion of employees within the service of the County. If a qualified employee is available in the department, the department head may promote within the department. If no qualified employee is available, in the department, the position will then be posted, in each County department, for a period of five (5) working days. If

no suitable employees are available within the service of the County, applicants will be recruited from outside the service. When circumstances warrant and with the agreement of the Shop Steward, a position may be recruited for simultaneously county wide and to the general public. Employees whose qualifications, in the opinion of the Employer, are equal to or greater than applicants from the general public will be given first consideration. The Employer's selection will be final and binding.

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

7.3 Should the employee selected to fill the job opening fail to qualify for that job or should he/she decide he/she does not want the job, the employee shall be returned to his/her previous job within sixty (60) days of accepting the position.

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

7.5 All regular employees shall be entitled to call back rights within the department. When rehiring regular employees, the order of call back shall be in reverse with the last employee released being entitled to the first chance at any position which becomes available and for which they are qualified. Call back rights for employees laid off shall extend for a period of eighteen (18) consecutive months from the date of layoff. When a job becomes available the County shall mail a certified notice to the last known address of the employee. Any employee who fails to respond to this notice within one calendar week of receipt shall forfeit all call back rights. The Employer and the Union may, by mutual agreement, extend the call back period to twenty-four (24) consecutive months.

7.6 In any reduction of forces which involves the layoff of regular employees, the regular job classification of employees who are not laid off may be modified to include duties and responsibilities of laid off employees. Any employee may have his/her job reclassified as a result of the layoff of other employees and shall have the first chance to be returned to his/her former regular classification when an opening at this classification, in his/her department, becomes available.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

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

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

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

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

8.5 Overtime: Time and one half (1½) the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

A. All work performed in excess of forty (40) hours in any workweek.

B. All work performed on Saturday or Sunday, provided a forty (40) hour work week has been worked.

C. Holidays, sick and vacation leave shall be counted as time worked for the purpose of computing overtime.

8.6 An employee, upon working overtime shall elect to be paid for the overtime or be granted compensatory time. Compensatory time off may be scheduled by mutual agreement on a one and one half (1½) hour for each hour worked over forty (40) in a week. Once an employee has selected to receive compensatory time, upon written approval of his/her supervisor, he/she may be paid for such time. Compensatory time may be accrued to a maximum of forty eight (48) hours.

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

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

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

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

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

ARTICLE IX – DISCIPLINE / DISCHARGE

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

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

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

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

- Oral reprimand
- Written reprimand: Written notice with reasons to be given to the employee and a courtesy copy sent to the Union.
- Suspension: Written notice to be given the employee with reasons within one (1) work day prior to the action, and a courtesy copy sent to the Union.
- Demotion: Written notice to be given the employee with reasons within one (1) work day prior to the action, and a courtesy copy sent to the Union.
- Discharge: Written notice to be given the employee with reasons within one (1) work day prior to the action, and a courtesy copy sent to the Union.

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

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

ARTICLE X – GRIEVANCE PROCEDURE

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

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

STEP 1: Within five (5) working days from its occurrence or the date on which he/she first became aware of it, with a maximum of thirty (30) working days, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The employee may have a Union representative present at this meeting if he/she so desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken. It shall be the employee's responsibility to communicate the final results of this discussion to the Union.

STEP 2: If the grievance is not resolved during the above informal discussion basis, the grievance shall be reduced to writing, signed by the aggrieved parties and, within ten (10) working days of the date of discussion in Step 1, shall be submitted to the department head. Any grievance not so filed with the department head shall be waived. Any written grievance shall identify the provision of the agreement, past practice, federal, state or local laws violated, and remedy sought.

The department head shall investigate the grievance and provide a written answer within five (5) working days of the date of the submission.

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

Upon receipt of a grievance the Union shall investigate its validity within ten (10) working days. At the request of the Union a meeting shall be held between the County's representative and the Union's representative to attempt to settle the grievance within ten (10) working days of the request.

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

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

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

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

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

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

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

ARTICLE XI – CLASSIFICATIONS AND RATES OF PAY

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

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 compensation 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.

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

11.2 The Employer will pay bargaining unit employees twice per month. Employees will not be allowed to draw upon wages earned prior to any payday.

11.3 The Employer agrees to reimburse each Public Health Nurse the cost (fee), at the time it occurs, for their individual nursing license renewal.

11.4 It is agreed that the Employer may, during the term of this Agreement, convert the current practice of paying non-exempt employees on a salaried basis to 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.

ARTICLE XII – HOLIDAYS

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

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

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

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

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

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

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

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

employees will be compensated on the basis of the number of hours they would normally have been scheduled to work.

12.7 If either a full-time or otherwise eligible part-time employee is required to work on a holiday, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of one and one half (1 ½) times his/her regular pay.

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

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

ARTICLE XIII – ANNUAL LEAVE

13.1 For the first five (5) years of service, each regular full-time employee shall receive one (1) day of vacation for each calendar month of employment (12 days).

13.2 After five (5) years of service, each regular full-time employee shall receive 1.25 days per month for each calendar month of employment (15 days).

13.3 After ten (10) years of service, each regular full-time employee shall receive 1.6 days per month for each calendar month of employment (20 days).

13.4 After fifteen (15) years of service, each regular full-time employee shall receive 2.08 days per month for each calendar month of employment (25 days).

13.5 After twenty (20) years of service, each regular full-time employee shall receive 2.5 days per month for each calendar month of employment (30 days).

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

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

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

13.9 Annual leave may be accumulated to a maximum of two hundred sixteen (216) hours, or up to two hundred forty (240) hours for employees with twenty (20) or more years of service. If an employee delays his/her annual leave at the request of the Employer, which request shall be in writing, the annual leave over his/her maximum allowed accrual may, with approval of the BOCC, be taken during the next succeeding calendar year or shall be compensated for.

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

ARTICLE XIV – SICK LEAVE

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

14.2 Any employee may use three (3) days of 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 any individual who is related by blood or by affinity, whose close association with the employee is the equivalent of a family relation.

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

14.4 Except as may be otherwise provided by state law, in the event of sickness or disability of any member of the employee's immediate family (as defined in Section 14.2) such employee may utilize up to three (3) days of accumulated sick leave to attend to such sickness or disability, if said employee's presence is actually required. For serious health conditions, the utilization of FMLA leave is governed by definition of family provided by the federal and state statutes and regulations.

14.5 Employees shall start to earn sick leave from their date of hire, and they may accumulate one hundred twenty (120) eight-hour days of sick leave. Employees shall accumulate one (1) eight-hour day of sick leave per full month worked. Part time employees shall accumulate sick leave on a pro rated basis.

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

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

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

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

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

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

A. After one (1) year of employment, an employee whose record indicates a consistent lack of less than five (5) days of accumulated sick leave, or
B. A persistent pattern of use of one (1) or two (2) days sick leave per month will be subject to review by the Employer for potential counseling or discipline for abuse of sick leave or excessive absenteeism.

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

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

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

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

ARTICLE XV – MILITARY LEAVE AND JUDICIAL DUTY

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

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

ARTICLE XVI – HEALTH AND WELFARE

16.1 The Employer agrees to make available to all full and part-time employees' group health and welfare plans, including life insurance, from which the employees shall have the right to 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 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 and reduced hours of work.

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

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

If an employee and his/her spouse or domestic partner elect the medical insurance coverage option set forth above they will both receive the full value of their combined contractual or allowed Employer contribution, less the dollar amount required to provide the spouse or domestic partner electing to be covered as a dependent with dental, vision and life insurance. The resulting dollar value may then be pooled to cover the couple's required medical insurance premium. Those Employer contributions, if any, not needed to cover the elected and mandatory health and welfare coverages, may be used to offset the cost of other dependent coverage(s) or placed in a designated health savings account.

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

16.3 In the event of cancellation or alteration by or of an insurance carrier, the Employer will use its best efforts to secure another carrier to provide the same or as similar as possible level of benefits to the employees. The language of this provision shall not be construed as waiver, by either party, of the right to negotiate the above items.

16.4 During Employer review of the present group health plan and research of other plans, with the intent to improve benefits or lower costs, employee input is invited.

16.5 Prior to any final decision by the Commissioners concerning selection of an insurance carrier the Union representative and two (2) individuals designated by the Union representative shall be invited to attend designated formal presentation(s) by the broker(s)/carrier(s).

ARTICLE XVII – MISCELLANEOUS

17.1 The County will continue its efforts to improve employee morale by continuing the existence of a suggestion box.

ARTICLE XVIII – SAVINGS CLAUSE

18.1 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.

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

ARTICLE XIX – ENTIRE AGREEMENT

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

ARTICLE XX – DURATION OF AGREEMENTS AND SUPPLEMENTS

20.1 This Agreement shall be effective from January 1, 2014 through December 31, 2016. This Agreement may be amended provided both parties agree.

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

20.3 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.

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

DATED this 20th day of January 2015

TEAMSTERS UNION LOCAL 690

By: _____
Val Holstrom, Secretary-Treasurer

By: _____
Joe Kuhn, Business Representative

ATTEST: _____
Maribeth Becker CMC, Clerk of the Board

DATED this 20TH day of JAN. 2015

WHITMAN COUNTY
BOARD OF COMMISSIONERS

By: _____
Art Swannack, Commissioner District 1

By: _____
Dean Kinzer, Commissioner District 2

By: _____
Michael Largent, Commissioner District 3

Appendix A

Whitman County Courthouse Bargaining Unit
2015 Salary Ranges for Current Classifications

		1	2	3	4	5	6	7	8	9	10	11	12
Administrative Supervisor	Salary	3305	3371	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.0687	19.4501	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Appraiser	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Assistant DOL Specialist	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Building Engineer	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Building Maintenance Worker	Salary	2148	2191	2235	2280	2326	2372	2420	2468	2517	2568	2619	2671
	Hourly	12.3954	12.6433	12.8962	13.1541	13.4172	13.6855	13.9592	14.2384	14.5232	14.8136	15.1099	15.4121
Clerical-Entry	Salary	1970	2010	2050	2091	2133	2176	2219	2263	2309	2355	2402	2450
	Hourly	11.3684	11.5957	11.8276	12.0642	12.3055	12.5516	12.8026	13.0587	13.3198	13.5862	13.8580	14.1351
Clerical-Journey	Salary	2341	2388	2436	2485	2534	2585	2637	2689	2743	2798	2854	2911
	Hourly	13.5076	13.7778	14.0533	14.3344	14.6211	14.9135	15.2118	15.5160	15.8263	16.1428	16.4657	16.7950
Community Health Educator	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
DOL Specialist	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
EHS 1	Salary	3305	3371	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.0687	19.4501	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Family Court Services Supervisor	Salary	3305	3371	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.0687	19.4501	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Financial Coordinator	Salary	3032	3093	3155	3218	3282	3348	3415	3483	3552	3624	3696	3770
	Hourly	17.4927	17.8425	18.1994	18.5634	18.9346	19.3133	19.6996	20.0936	20.4955	20.9054	21.3235	21.7500

Appendix A

		1	2	3	4	5	6	7	8	9	10	11	12
Financial Specialist	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Financial Specialist II	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Map Segregationist	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Nurse (2)	Salary	3305	3371	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.0687	19.4501	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Office Coordinator	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Payroll Clerk	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Personal Prop App/Admin Assist	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Probation Counselor	Salary	3032	3093	3155	3218	3282	3348	3415	3483	3552	3624	3696	3770
	Hourly	17.4927	17.8425	18.1994	18.5634	18.9346	19.3133	19.6996	20.0936	20.4955	20.9054	21.3235	21.7500
Program Analyst	Salary	3305	3371	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.0687	19.4501	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Program Representative	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Secretary-Legal	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Supervisor-Office	Salary	2782	2837	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.0492	16.3701	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551

Appendix A

Victim/Witness Specialist		1	2	3	4	5	6	7	8	9	10	11	12
	Salary	2552	2603	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	14.7240	15.0184	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074

Whitman County Courthouse Bargaining Unit
2016 Salary Ranges for Current Classifications

		1	2	3	4	5	6	7	8	9	10
Administrative Supervisor	Salary	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Appraiser	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Assistant DOL Specialist	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Building Engineer	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Building Maintenance Worker	Salary	2235	2280	2326	2372	2420	2468	2517	2568	2619	2671
	Hourly	12.8962	13.1541	13.4172	13.6855	13.9592	14.2384	14.5232	14.8136	15.1099	15.4121
Clerical-Entry	Salary	2050	2091	2133	2176	2219	2263	2309	2355	2402	2450
	Hourly	11.8276	12.0642	12.3055	12.5516	12.8026	13.0587	13.3198	13.5862	13.8580	14.1351
Clerical-Journey	Salary	2436	2485	2534	2585	2637	2689	2743	2798	2854	2911
	Hourly	14.0533	14.3344	14.6211	14.9135	15.2118	15.5160	15.8263	16.1428	16.4657	16.7950
Community Health Educator	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
DOL Specialist	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
EHS 1	Salary	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096

		1	2	3	4	5	6	7	8	9	10
Family Court Services Supervisor	Salary	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Financial Coordinator	Salary	3155	3218	3282	3348	3415	3483	3552	3624	3696	3770
	Hourly	18.1994	18.5634	18.9346	19.3133	19.6996	20.0936	20.4955	20.9054	21.3235	21.7500
Financial Specialist	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Financial Specialist II	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Map Segregationist	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Nurse (2)	Salary	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Office Coordinator	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Payroll Clerk	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Personal Prop App/Admin Assist	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Probation Counselor	Salary	3155	3218	3282	3348	3415	3483	3552	3624	3696	3770
	Hourly	18.1994	18.5634	18.9346	19.3133	19.6996	20.0936	20.4955	20.9054	21.3235	21.7500

		1	2	3	4	5	6	7	8	9	10
Program Analyst	Salary	3439	3507	3578	3649	3722	3797	3873	3950	4029	4110
	Hourly	19.8391	20.2359	20.6406	21.0534	21.4745	21.9040	22.3421	22.7889	23.2447	23.7096
Program Representative	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Secretary-Legal	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074
Supervisor-Office	Salary	2894	2952	3011	3071	3133	3195	3259	3325	3391	3459
	Hourly	16.6975	17.0315	17.3721	17.7196	18.0740	18.4354	18.8042	19.1802	19.5638	19.9551
Victim/Witness Specialist	Salary	2655	2708	2762	2818	2874	2932	2990	3050	3111	3173
	Hourly	15.3188	15.6252	15.9377	16.2564	16.5816	16.9132	17.2515	17.5965	17.9484	18.3074