

**Agreement Between**

**Whitman County**

**And**

**Whitman County Correction Officers and Support Staff  
(Teamsters Union Local No. 690)**

**2015 - 2017**

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**2015 - 2017 LABOR AGREEMENT  
WHITMAN COUNTY CORRECTIONS OFFICERS & SUPPORT STAFF**

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

**ARTICLE I - PURPOSE**

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

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

**ARTICLE II - UNION RECOGNITION**

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

2.02 The bargaining unit consists of all Corrections Officers and Support Staff of the Sheriff's Office except Deputies, seasonal and temporary employees, the Sheriff and his appointed positions as provided in R.C.W. 41.14.

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

2.04 Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Union or other employee organizations. No member of the Union shall be discriminated against for upholding Union principles.

**ARTICLE III - DUES DEDUCTION**

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

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

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

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

#### **ARTICLE IV - DEFINITIONS**

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

4.02 Regular Part Time: A bargaining unit employee who regularly works less than one hundred seventy three (173) hours per month, but not less than eighty (80) hours per month and shall be entitled to the prorated benefits provided for in this Agreement.

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

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

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

#### **ARTICLE V - MANAGEMENT RIGHTS**

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

#### **ARTICLE VI - SUPERVISORY DUTIES**

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

#### **ARTICLE VII - HOURS OF WORK**

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

week.

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

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

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

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

#### **ARTICLE VIII - OVERTIME & SHIFT DIFFERENTIALS**

8.01 Overtime pay shall be at the rate of one and one half (1½) times the regular hourly rate for such bargaining unit employee for hours worked in excess of a forty (40) hour work week.

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

8.03 For the off duty time required to be spent in Court as a witness in connection with his/her official duties, the bargaining unit employee shall be granted overtime pay or, by mutual agreement, time off as compensatory time, on a time and one half (1½) basis if time worked exceeds the forty (40) hour workweek. The bargaining unit employee shall not collect witness fees for such Court appearances.

8.04 Within the discretion of the Sheriff or his/her designee, a bargaining unit employee may be granted compensatory time off for any overtime hours worked. Compensatory time shall be granted on the basis of one and one half (1½) hours time off for each hour of overtime worked. Compensatory hours may accrue to a maximum of sixty (60) hours. Compensatory time used shall count as time worked for the purpose of calculating overtime.

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

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

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

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

**ARTICLE IX - HOLIDAYS**

9.01 The following days shall be considered paid holidays:

- |                              |  |
|------------------------------|--|
| NEW YEAR'S DAY               | VETERAN'S DAY  |
| MARTINLUTHER KING'S BIRTHDAY | THANKSGIVING DAY   |
| PRESIDENT'S DAY              | DAY AFTER THANKSGIVING   |
| MEMORIAL DAY                 | CHRISTMAS DAY  |
| INDEPENDENCE DAY             | ONE (1) FLOATING HOLIDAY   |
| LABOR DAY                    | (mutually agreed to by the Employer<br>and the bargaining unit employee) |

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

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

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

**ARTICLE X - UNIFORMS AND EQUIPMENT**

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

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

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

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

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

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

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

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

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

## **ARTICLE XI - HEALTH AND WELFARE**

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

11.02 Effective the first full month following ratification of this Agreement the Employer's maximum contribution into the designated trust, the provisions of which they are currently bound, shall be an amount equal to seven hundred seventy five dollars (\$775.00), to purchase the itemized program for each bargaining unit employee who was compensated for eighty (80) hours or more in the preceding month, or for any other lawful qualifying bargaining unit employee. Employee's shall be responsible for and pay the balance of the required health and welfare premium through payroll deduction.

Effective January 1, 2016, and for the duration of this Agreement, the Employer will increase its contribution to seven hundred eighty dollars (\$780.00) per month.

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

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

11.03 The above payments for such plans shall be made to the Northwest Administrator's Office by the tenth (10<sup>th</sup>) day of each month, and in the event the Trust Fund is required to take legal action to collect any Employer contribution due under their contract, the Employer may be liable for necessary legal and court costs.

11.04 The County shall continue its payment into the Employees' retirement program PERS, as established by State law, for all bargaining unit Employees defined in Section 2.02.

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

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

## **ARTICLE XII - VACATION**

12.01 For the first five (5) years of service, each regular bargaining unit employee shall receive eight (8) hours of vacation for each full month of employment.

12.02 After five (5) years or more of service, each regular bargaining unit employee shall receive ten (10) hours per month for each full month of employment.

12.03 After ten (10) years or more of service, each bargaining unit employee shall receive thirteen and thirty six one hundredths (13.36) hours per month for each full month of employment.

12.04 After fifteen (15) years or more of service, each bargaining unit employee shall receive sixteen and sixty-seven one hundredths (16.67) hours per month for each full month of employment.

12.05 After twenty (20) years or more of service, each bargaining unit employee shall receive twenty (20) hours per month for each full month of employment.

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

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

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

12.08 Employees, upon termination of employment, shall receive accrued and unpaid salaries to

the date of termination, except probationary employees, shall be paid for accrued vacation to the date of termination.

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

12.10 Seniority shall prevail as to the scheduling of vacations.

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

### **ARTICLE XIII - SICK LEAVE AND FUNERAL LEAVE**

13.01 Sick leave shall be earned for each bargaining unit employee at the rate of eight (8) hours for each month worked.

13.02 Sick leave may accumulate up to a maximum of nine hundred sixty (960) hours. Any employee may convert accrued sick leave in excess of 920 hours into annual leave on a four to one basis. In the event of death of an employee, the employer shall compensate the deceased employee's estate up to one half (1/2), not to exceed thirty (30) days, of unused sick leave accumulated at the time of death.

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

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

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

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

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

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

has sick and annual leave remaining. Only the amount actually paid as sick or annual leave will be charged against the employees' sick or annual leave accrual.

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

13.10 Employees, pursuant to Whitman County Resolution No. 061356, may dedicate accrued sick leave into a Countywide sick leave bank whereby needy employees who have exhausted all accrued benefits and are in need of additional sick leave, might obtain help in an emergency. Dedications shall be made voluntarily, anonymously, with a prohibition against one-on-one solicitation. Dedications may be made at any time and may be directed to be utilized by a particular employee in need.

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

14.06 It is understood and agreed that employees may, where applicable, file their complaint with the Whitman County Civil Service Commission, or under the grievance procedure as set forth herein. An employee's decision to pursue a complaint with either the Civil Service

Commission or as a grievance under the provisions of this agreement, shall serve as an election of remedy, and as a bar to pursuing the same issue, regardless of the out-come, in any other venue, except where specifically provided for in law.

## **ARTICLE XV - EXPENSES**

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

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

## **ARTICLE XVI - WAGES**

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

16.02 Effective retroactively to June 1, 2015, the wage matrix (Appendix A) will be increased by two percent (2%).

Effective January 1, 2016, the parties have agreed to the elimination of Steps A and B of the current salary range. Employees occupying one of the eliminated steps will be placed on the new first step. In addition to the preceding change, one (1) step will be added to the end of the newly established salary range. Employees currently at the top of the existing range, and who have been at this step for a minimum of twenty four (24) months, will be advanced to the added step. For purposes of step advancement in the new salary range the following time increments between steps shall be as follows:

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

Effective January 1, 2017, the Employer will increase wage matrix (Appendix A), by one and one half (1½) percent.

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

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

(b.) After ten (10) years of continuous service, a full time bargaining unit employee will become

Eligible for and receive longevity compensation in the form of a two (2%) increase in base pay, per month

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

16.04 The Employer may, during the term of this Agreement, however not earlier than January 1, 2017, implement an alternative pay system. If the Employer exercises this decision, it will give the Union notice and an opportunity to bargain any impacts of the decision per the good faith duty to bargain requirements of Chapter 41.56 RCW.

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

## **ARTICLE XVII - WORK STOPPAGES**

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

## **ARTICLE XVIII - ENTIRE AGREEMENT**

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

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

Policies and Procedures Guide, the Agreement's terms shall apply.

**ARTICLE XIX - SAVINGS CLAUSE**

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

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

**ARTICLE XX - DURATION**

This Agreement shall be effective from January 1, 2015 through December 31, 2017. This Agreement may be amended, in writing, upon mutual agreement of the parties. At least sixty (60) days prior to the execution date of this Agreement either party may request in writing that a conference be held for the purpose of reaching a new Agreement.

**SIGNATURES**

DATED THIS 21<sup>ST</sup> DAY OF  
SEPTEMBER 2015

DATED THIS 5<sup>TH</sup> DAY OF  
~~SEPTEMBER~~ 2015  
OCTOBER MB

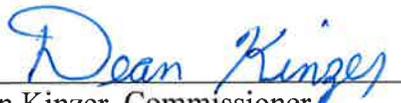
TEAMSTERS UNION LOCAL 690

WHITMAN COUNTY  
BOARD OF COMMISSIONERS

  
Val Holstrom  
Secretary-Treasurer

  
Art Swannack, Commissioner

  
Joe Kuhn  
Business Representative

  
Dean Kinzer, Commissioner

  
Michael Largent, Commissioner

ATTEST:

  
Maribeth Becker, CMC Clerk of the Board

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JUNE 1, 2015 THROUGH DECEMBER 31, 2015

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
GRADE 1	1771	1859	1952	2050	2152	2260
GRADE 2	1859	1952	2050	2152	2260	2373
GRADE 3	1952	2050	2152	2260	2373	2492
GRADE 4	2050	2152	2260	2373	2492	2616
GRADE 5	2152	2260	2373	2492	2616	2747
GRADE 6	2260	2373	2492	2616	2747	2884
GRADE 7	2373	2492	2616	2747	2884	3028
GRADE 8	2492	2616	2747	2884	3028	3180
GRADE 9	2616	2747	2884	3028	3180	3339
GRADE 10	2747	2884	3028	3180	3339	3506
GRADE 11	2884	3028	3180	3339	3506	3681
GRADE 12	3028	3180	3339	3506	3681	3865
GRADE 13	3180	3339	3506	3681	3865	4058
GRADE 14	3339	3506	3681	3865	4058	4261
GRADE 15	3506	3681	3865	4058	4261	4474
GRADE 16	3681	3865	4058	4261	4474	4698
GRADE 17	3865	4058	4261	4474	4698	4933
GRADE 18	4058	4261	4474	4698	4933	5180
GRADE 19	4261	4474	4698	4933	5180	5439
GRADE 20	4474	4698	4933	5180	5439	5711
GRADE 21	4698	4933	5180	5439	5711	5996
GRADE 22	4933	5180	5439	5711	5996	6296
GRADE 23	5180	5439	5711	5996	6296	6611
GRADE 24	5439	5711	5996	6296	6611	6941
GRADE 25	5711	5996	6296	6611	6941	7288
GRADE 26	5996	6296	6611	6941	7288	7653
GRADE 27	6296	6611	6941	7288	7653	8035
GRADE 28	6611	6941	7288	7653	8035	8437
GRADE 29	6941	7288	7653	8035	8437	8859
GRADE 30	7288	7653	8035	8437	8859	9302

\* Adopted in September 2015

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JUNE 1, 2015 THROUGH DECEMBER 31, 2015

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
GRADE	1	10.22	10.73	11.26	11.83	12.42	13.04
GRADE	2	10.73	11.26	11.83	12.42	13.04	13.69
GRADE	3	11.26	11.83	12.42	13.04	13.69	14.37
GRADE	4	11.83	12.42	13.04	13.69	14.37	15.09
GRADE	5	12.42	13.04	13.69	14.37	15.09	15.85
GRADE	6	13.04	13.69	14.37	15.09	15.85	16.64
GRADE	7	13.69	14.37	15.09	15.85	16.64	17.47
GRADE	8	14.37	15.09	15.85	16.64	17.47	18.35
GRADE	9	15.09	15.85	16.64	17.47	18.35	19.26
GRADE	10	15.85	16.64	17.47	18.35	19.26	20.23
GRADE	11	16.64	17.47	18.35	19.26	20.23	21.24
GRADE	12	17.47	18.35	19.26	20.23	21.24	22.30
GRADE	13	18.35	19.26	20.23	21.24	22.30	23.41
GRADE	14	19.26	20.23	21.24	22.30	23.41	24.59
GRADE	15	20.23	21.24	22.30	23.41	24.59	25.81
GRADE	16	21.24	22.30	23.41	24.59	25.81	27.11
GRADE	17	22.30	23.41	24.59	25.81	27.11	28.46
GRADE	18	23.41	24.59	25.81	27.11	28.46	29.88
GRADE	19	24.59	25.81	27.11	28.46	29.88	31.38
GRADE	20	25.81	27.11	28.46	29.88	31.38	32.95
GRADE	21	27.11	28.46	29.88	31.38	32.95	34.59
GRADE	22	28.46	29.88	31.38	32.95	34.59	36.32
GRADE	23	29.88	31.38	32.95	34.59	36.32	38.14
GRADE	24	31.38	32.95	34.59	36.32	38.14	40.05
GRADE	25	32.95	34.59	36.32	38.14	40.05	42.05
GRADE	26	34.59	36.32	38.14	40.05	42.05	44.15
GRADE	27	36.32	38.14	40.05	42.05	44.15	46.36
GRADE	28	38.14	40.05	42.05	44.15	46.36	48.68
GRADE	29	40.05	42.05	44.15	46.36	48.68	51.11
GRADE	30	42.05	44.15	46.36	48.68	51.11	53.67

Adopted in September 2015

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

		A	B	C	D	E
GRADE	1	1952	2050	2152	2260	2373
GRADE	2	2050	2152	2260	2373	2492
GRADE	3	2152	2260	2373	2492	2616
GRADE	4	2260	2373	2492	2616	2747
GRADE	5	2373	2492	2616	2747	2884
GRADE	6	2492	2616	2747	2884	3028
GRADE	7	2616	2747	2884	3028	3180
GRADE	8	2747	2884	3028	3180	3339
GRADE	9	2884	3028	3180	3339	3506
GRADE	10	3028	3180	3339	3506	3681
GRADE	11	3180	3339	3506	3681	3865
GRADE	12	3339	3506	3681	3865	4058
GRADE	13	3506	3681	3865	4058	4261
GRADE	14	3681	3865	4058	4261	4474
GRADE	15	3865	4058	4261	4474	4698
GRADE	16	4058	4261	4474	4698	4933
GRADE	17	4261	4474	4698	4933	5180
GRADE	18	4474	4698	4933	5180	5439
GRADE	19	4698	4933	5180	5439	5711
GRADE	20	4933	5180	5439	5711	5996
GRADE	21	5180	5439	5711	5996	6296
GRADE	22	5439	5711	5996	6296	6611
GRADE	23	5711	5996	6296	6611	6941
GRADE	24	5996	6296	6611	6941	7288
GRADE	25	6296	6611	6941	7288	7653
GRADE	26	6611	6941	7288	7653	8035
GRADE	27	6941	7288	7653	8035	8437
GRADE	28	7288	7653	8035	8437	8859
GRADE	29	7653	8035	8437	8859	9302
GRADE	30	8035	8437	8859	9302	9767

\* Adopted in September 2015

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

		A	B	C	D	E
GRADE	1	11.26	11.83	12.42	13.04	13.69
GRADE	2	11.83	12.42	13.04	13.69	14.37
GRADE	3	12.42	13.04	13.69	14.37	15.09
GRADE	4	13.04	13.69	14.37	15.09	15.85
GRADE	5	13.69	14.37	15.09	15.85	16.64
GRADE	6	14.37	15.09	15.85	16.64	17.47
GRADE	7	15.09	15.85	16.64	17.47	18.35
GRADE	8	15.85	16.64	17.47	18.35	19.26
GRADE	9	16.64	17.47	18.35	19.26	20.23
GRADE	10	17.47	18.35	19.26	20.23	21.24
GRADE	11	18.35	19.26	20.23	21.24	22.30
GRADE	12	19.26	20.23	21.24	22.30	23.41
GRADE	13	20.23	21.24	22.30	23.41	24.59
GRADE	14	21.24	22.30	23.41	24.59	25.81
GRADE	15	22.30	23.41	24.59	25.81	27.11
GRADE	16	23.41	24.59	25.81	27.11	28.46
GRADE	17	24.59	25.81	27.11	28.46	29.88
GRADE	18	25.81	27.11	28.46	29.88	31.38
GRADE	19	27.11	28.46	29.88	31.38	32.95
GRADE	20	28.46	29.88	31.38	32.95	34.59
GRADE	21	29.88	31.38	32.95	34.59	36.32
GRADE	22	31.38	32.95	34.59	36.32	38.14
GRADE	23	32.95	34.59	36.32	38.14	40.05
GRADE	24	34.59	36.32	38.14	40.05	42.05
GRADE	25	36.32	38.14	40.05	42.05	44.15
GRADE	26	38.14	40.05	42.05	44.15	46.36
GRADE	27	40.05	42.05	44.15	46.36	48.68
GRADE	28	42.05	44.15	46.36	48.68	51.11
GRADE	29	44.15	46.36	48.68	51.11	53.67
GRADE	30	46.36	48.68	51.11	53.67	56.35

Adopted in September 2015

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

	A	B	C	D	E	
GRADE	1	1981	2081	2185	2294	2408
GRADE	2	2081	2185	2294	2408	2529
GRADE	3	2185	2294	2408	2529	2655
GRADE	4	2294	2408	2529	2655	2788
GRADE	5	2408	2529	2655	2788	2928
GRADE	6	2529	2655	2788	2928	3074
GRADE	7	2655	2788	2928	3074	3228
GRADE	8	2788	2928	3074	3228	3389
GRADE	9	2928	3074	3228	3389	3558
GRADE	10	3074	3228	3389	3558	3736
GRADE	11	3228	3389	3558	3736	3923
GRADE	12	3389	3558	3736	3923	4119
GRADE	13	3558	3736	3923	4119	4325
GRADE	14	3736	3923	4119	4325	4542
GRADE	15	3923	4119	4325	4542	4769
GRADE	16	4119	4325	4542	4769	5007
GRADE	17	4325	4542	4769	5007	5257
GRADE	18	4542	4769	5007	5257	5520
GRADE	19	4769	5007	5257	5520	5796
GRADE	20	5007	5257	5520	5796	6086
GRADE	21	5257	5520	5796	6086	6390
GRADE	22	5520	5796	6086	6390	6710
GRADE	23	5796	6086	6390	6710	7045
GRADE	24	6086	6390	6710	7045	7398
GRADE	25	6390	6710	7045	7398	7768
GRADE	26	6710	7045	7398	7768	8156
GRADE	27	7045	7398	7768	8156	8564
GRADE	28	7398	7768	8156	8564	8992
GRADE	29	7768	8156	8564	8992	9442
GRADE	30	8156	8564	8992	9442	9914

\* Adopted in September 2015

COSS BARGAINING UNIT  
CORRECTIONS OFFICERS AND SUPPORT STAFF  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

	A	B	C	D	E	
GRADE	1	11.43	12.00	12.60	13.23	13.90
GRADE	2	12.00	12.60	13.23	13.90	14.59
GRADE	3	12.60	13.23	13.90	14.59	15.32
GRADE	4	13.23	13.90	14.59	15.32	16.09
GRADE	5	13.90	14.59	15.32	16.09	16.89
GRADE	6	14.59	15.32	16.09	16.89	17.73
GRADE	7	15.32	16.09	16.89	17.73	18.62
GRADE	8	16.09	16.89	17.73	18.62	19.55
GRADE	9	16.89	17.73	18.62	19.55	20.53
GRADE	10	17.73	18.62	19.55	20.53	21.56
GRADE	11	18.62	19.55	20.53	21.56	22.63
GRADE	12	19.55	20.53	21.56	22.63	23.77
GRADE	13	20.53	21.56	22.63	23.77	24.95
GRADE	14	21.56	22.63	23.77	24.95	26.20
GRADE	15	22.63	23.77	24.95	26.20	27.51
GRADE	16	23.77	24.95	26.20	27.51	28.89
GRADE	17	24.95	26.20	27.51	28.89	30.33
GRADE	18	26.20	27.51	28.89	30.33	31.85
GRADE	19	27.51	28.89	30.33	31.85	33.44
GRADE	20	28.89	30.33	31.85	33.44	35.11
GRADE	21	30.33	31.85	33.44	35.11	36.87
GRADE	22	31.85	33.44	35.11	36.87	38.71
GRADE	23	33.44	35.11	36.87	38.71	40.65
GRADE	24	35.11	36.87	38.71	40.65	42.68
GRADE	25	36.87	38.71	40.65	42.68	44.81
GRADE	26	38.71	40.65	42.68	44.81	47.05
GRADE	27	40.65	42.68	44.81	47.05	49.41
GRADE	28	42.68	44.81	47.05	49.41	51.88
GRADE	29	44.81	47.05	49.41	51.88	54.47
GRADE	30	47.05	49.41	51.88	54.47	57.20

Adopted in September 2015