

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WHITMAN COUNTY

AND

**TEAMSTERS, LOCAL 690
CORRECTIONS OFFICERS & SUPPORT STAFF**

JANUARY 1, 2024 – DECEMBER 31, 2025

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THIS LABOR AGREEMENT is entered into between, Whitman County Commissioners, Whitman County, Washington, hereinafter referred to as the "County," the Whitman County Sheriff, hereinafter referred to as the "Employer," 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 1 - 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 2 – UNION RECOGNITION

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

2.02 The bargaining unit shall consist of all Corrections Officers, Sergeants and support staff of the Sheriff's Office except the Sheriff and appointed positions as provided in R.C.W. 41.14, the Deputy Sheriff Association, nurses, and seasonal or temporary employees, or other employees covered by another exclusive representative.

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.

2.05 New Employee Notice and Orientation: When the County hires a new employee within the bargaining unit, the County will provide notice to the Union within twenty-one (21) days of the date of hire, inclusive of the employees' name, hire date, and classification and other information consistent with RCW 41.56.new.

The Union will be provided 30 minutes for orientation time to meet with new employees during the first 90 days of employment of the employee(s). The new employee will be on paid time during their regular work schedule. The Union will make best efforts to provide orientation to as many new employees at one time as practicable. The Union representative will schedule the orientation period with the Department Head.

2.06 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.

2.07 The Union, as representative of the employees has the right to:

- A. Use County bulletin boards to advertise notices of Union meetings.
- B. It is not the intent of the Employer to provide time during normal working hours for the conduct of Union business including those scheduled work hours spent in preparation for negotiations for a successor to this Agreement. However, two (2) employees, unless otherwise mutually agreed to, will be paid their regular rate of pay for their normally scheduled work hours spent in direct negotiations with the Employer. Those hours outside the referenced employee's regular scheduled workday, including meal and break periods, will not be considered as paid time.

Union officials (Stewards) will, with three (3) working days prior notice, be granted, based on the Employer's workload and with supervisor approval, paid leave, during their regular work hours only, to attend scheduled meetings with the Employee, or to conduct official Union business regarding the processing of Union grievances, except arbitration, that arise during the term of this Agreement, and provided that suitable relief, if necessary, can be obtained. Employees other than Union Stewards will not be paid and must clock out and in when meeting with either the Union Business Representative their Union Steward or the Employer.

The Employer may grant unpaid leave to Union officials and/or other employees in order to meet with their Union representative or to attend scheduled Union meetings, or other Union activities, so long as such leave does not interfere with the work functions of the Employer or the employee(s). Union Stewards and other Union representatives are subject to all the rules and regulations regarding the conduct of employees while on the premises of the Employer.

Union Stewards shall be designated in writing, and the Union shall provide the Employer with an updated list as soon as practical following any Union election or appointment of any initial or subsequent Union officials or other authorized Union representative.

- C. The Union Representative shall, with adequate prior notice to the department head, have access to the Employer's facilities and/or its members during regular working hours for the conduct of Union business so long as such use does not interfere with the functions of the Employer, or the work of its employees. Employees, except as set forth above, will not be paid for time spent in the conduct of Union business.

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.

2.08 All collective bargaining during the term of this Agreement with respect to wages, hours and working conditions shall be conducted by the authorized representative of the Union and the authorized representative of the Employer. Agreements reached between the parties to this Agreement shall become effective only when signed by the Union and the Board of County Commissioners.

2.09 The Union shall, each year of this Agreement, submit to the Jail Commander and HR Directors a written list of Union stewards and the names of the two (2) allowed negotiating committee members. The Director shall be notified of any changes that occur during the year within one (1) month after such changes are made.

ARTICLE 3 - DUES DEDUCTION

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

3.02 All employees subject to the terms and conditions of this Agreement shall have the option to pay or not pay Union membership fees or dues. Existing employees may withdraw their written authorization for the deduction of Union membership fees and dues, at any time during the term of this Agreement, by providing written notice to both the Union and the Employer.

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

ARTICLE 4 - DEFINITIONS

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

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

4.03 Probationary Employee: shall be the employment designation given an employee during the twelve (12) month period immediately following date of hire.

4.04 Temporary or Seasonal Employee: Shall be an employee of the County who is hired for a specific period of time not to exceed six (6) calendar months to complete a seasonal or non-recurring or work project; or to temporarily supplement staffing due to a vacancy.

ARTICLE 5 - MANAGEMENT RIGHTS

5.0 Except as provided by this Agreement and Civil Service regulations, the County and the Sheriff shall retain any and all rights and authority, provided by law, in all matters pertaining to the management or the operations of the County and to act unilaterally in such matters including, but not limited to: the type and kind of service to be rendered to the public; the methods, means organization and number of personnel by which operations and services are to be conducted; to assign or transfer bargaining unit work or employees; to determine whether goods or services should be made or purchased; to hire, classify/reclassify, promote, discipline for cause, adjust staffing based on a lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to modify, change or eliminate existing work methods, equipment, facilities, or levels of service, including the right to contract out or sub-contract bargaining unit work.

It is mutually agreed that the regulations as set forth in the County's and the Employer's rule books and manuals, with such additions or alterations as are made, by the Employer from time to time, are necessary for efficient operations and that any infraction of these rules may be sufficient reason for discharge or other disciplinary action. No rules, at any time promulgated or enforced by the County or the Employer, shall be valid if they violate any provision(s) set forth elsewhere in this Agreement.

ARTICLE 6 - SUPERVISORY DUTIES

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

ARTICLE 7 - HOURS OF WORK

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

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

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

7.04 Notwithstanding the above, in cases of bona fide emergencies, an employee called shall report as required unless such employee is physically incapable of performing their duties. In such case, the next in seniority shall be called. If an employee is the last available qualified employee on the roster, the employee 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 8 - OVERTIME

8.01 Overtime shall be paid, at the rate of time and one-half (1½) for all hours of work performed by an employee which exceeds their normally scheduled workday. Compounding/pyramiding of overtime is prohibited meaning an employee will not be paid overtime twice for the same hours worked.

The work week for calculating weekly overtime consistent with the FLSA is Monday (12 am) through Sunday (11:59 pm). For weekly overtime, hours worked on each day shall be attributed to that calendar day. *(for example, hours worked on Sunday are report as Sunday hours).*

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 their 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 work week.

The bargaining unit employee shall not collect witness fees for such Court appearances.

8.04 Within the discretion of the Sheriff or 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.

ARTICLE 9 – HOLIDAYS

9.01 The following holidays days shall be considered paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Christmas Day
Juneteenth	One (1) Floating Holiday
Memorial Day	<i>(Mutually agreed to by the Employer</i>
Independence Day	<i>and the bargaining unit employee)</i>
Labor Day	
Native American Heritage Day <i>(day after Thanksgiving)</i>	

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 The Floating holiday must be taken during the calendar year in which it was earned or is forfeited. An employee in order to be eligible to take a Floating Holiday must have completed

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ninety (90) days of employment. Prior approval by the supervisor must be obtained before taking the floating holiday.

9.05 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 10 – UNIFORMS AND EQUIPMENT

10.01 Employees shall be furnished uniforms and department issued items as required by the Sheriff. See Appendix "B."

10.02 Bargaining unit employees who terminate their employment must turn in all equipment and uniforms provided, when separated.

10.03 Uniform Maintenance: Line and support personnel shall receive a reimbursement or County expense of up to receive six hundred and fifty dollars (\$650) per annum for the necessary replacement, pre-approved duty related equipment, and maintenance of required uniforms outside of the Class A uniform. Such maintenance and replacement allowance shall be for normal wear and tear and not for circumstances described in Section 10.06 below. Reimbursement is subject to providing receipts or as accounted for through a County vendor or use of a County credit card upon supervisory approval. Equipment and clothing purchased under this program is for the specific use of the Sheriff's office.

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 excepted and provided for under section 10.03 above. Any decision concerning replacement shall be final and at the Sheriff's sole discretion.

10.07 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.

10.08 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 11 – HEALTH AND WELFARE

11.1 The Employer agrees to make available to all full and part-time employees, group health and welfare plans, including life insurance.

Effective January 1, 2024, and for the duration of this agreement, the parties agree to use the Inland Empire Teamster's Composite Medical Plan, including supplemental coverage for Willamette and IETT Dental (supplemental plan), supplemental Orthodontia, Vision, standard Time Loss (Short Term Disability), Accidental Death and Dismemberment, Life Insurance (\$5,000), Teladoc or equivalent, Prescription coverage, for full time and part time employees for employees working more than eight (80) hours per month. Use of accrued paid leaves count as hours worked for the purposes of this Section.

Premium Cost Share: The Employer will contribute 90% of the composite rate premium for the plan identified above for full-time and part time employees 0.5 budgeted FTE and above. Employees are responsible for 10% of the composite rate for the plan identified above. Payments will be through payroll deductions. *(Part time 0.5 budgeted FTE is 20 hours per week or equivalent part time per month)*

In the event a composite rate is no longer offered, and a tiered rate is offered, Article 20 will be reopened for bargaining. Bargaining will initiate within sixty (60) days of notice from the carrier.

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

11.3 The County will provide an EAP (Employee Assistance Program), inclusive of life insurance (\$24,000), as provided by WCIF. Employees may voluntarily contribute to a Flex Spending Account, voluntary AD&D, voluntary life, Long Term Care as offered by WCIF.

ARTICLE 12 – VACATION

12.01 For the first five (5) years of continuous service, each regular full-time and part-time bargaining unit employee who works 50% or more of a full-time work schedule, shall earn pro-

rated annual leave based on hours worked, on a per pay period basis, of up to the equivalent of eight (8) hours of vacation for each month of employment.

12.02 After five (5) years (upon 61st month) or more of service, each regular full-time and part-time bargaining unit employee who works 50% or more of a full-time work schedule, shall earn pro-rated annual leave based on hours worked, on a per pay period basis, of up to the equivalent of ten (10) hours per month for each month of employment.

12.03 After ten (10) years (upon 121st month) or more of service, each regular full-time and part-time bargaining unit employee who works 50% or more of a full-time work schedule, shall earn pro-rated annual leave based on hours worked, on a per pay period basis, of up to the equivalent of thirteen and thirty-six one hundredth (13.36) hours per month for each month of employment.

12.04 After fifteen (15) years (upon 181st month) or more of service, each regular full-time and part-time bargaining unit employees who work 50% or more of a full-time work schedule, shall earn pro-rated annual leave based on hours worked, on a per pay period basis, of up to the equivalent of sixteen and sixty-seven one hundredth (16.67) hours per month for each month of employment.

12.05 After twenty (20) years (upon 241st month) or more of service, each regular full-time and part-time bargaining unit employee who works 50% or more of a full-time work schedule, shall earn pro-rated annual leave based on hours worked, on a per pay period basis, of up to the equivalent of twenty (20) hours per month for each month of employment.

12.06 Effective January 1, 2024 (or upon execution of this Agreement, the later of either), each member's vacation leave for the ensuing year shall be awarded on their rounded anniversary date of hire. Members may accrue up to a maximum of two hundred forty (240) hours of vacation leave. Vacation leave balances in excess of two hundred forty (240) hours at the close of the twelve-month period from the member's individual anniversary date shall be forfeited.

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

If an employee's vacation leave is delayed at the request of the County, so that their accrued vacation leave hours exceed their allowed accrual, the amount in excess of their 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 Upon separation from employment, a bargaining unit employee shall be compensated for earned and unpaid wages; and the earned portion of their allocated/accrued vacation leave to a maximum of two hundred forty (240) hours, effective as of the date of separation. Allocated

vacation leave used in advance of its having been earned, at the time of separation, will be deducted from the monies owed the employee, or must be reimbursed prior to separation by the employee.

12.09 Vacations shall be authorized and 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.

12.12 Earned vacation may be taken the first full pay period following ninety (90) days of date of hire or as otherwise eligible (e.g.: part time to full time). Employees changing positions and/or departments shall retain their annual leave balance.

ARTICLE 13 - SICK LEAVE AND FUNERAL LEAVE

13.01 Full-time and part-time employees who are scheduled to and work a minimum of fifty (50%) percent or more of the established monthly work period, shall earn pro-rated sick leave, on a per pay period basis, which is the equivalent of up to one (1) eight (8) hour day month of employment. Effective January 1, 2018, part-time employees who are scheduled to and work less than fifty (50%) percent of the established annual work schedule, shall earn one (1) hour of paid sick leave for every forty (40) hours of work.

13.02 Regular full-time and part-time employees may accumulate paid sick leave, on a per pay period basis, up to a maximum of nine hundred sixty (960) hours. Consistent with County practice, employee will continue to accumulate sick leave in spite of having reached their individual maximum in a calendar year until the end of that year, however, accrued leave in excess of the allowed maximum at the end of the calendar year will be automatically forfeited without action on the part of any party.

Employees shall be allowed to convert 48 hours of sick leave to 8 hours of annual leave conversion for all leave to annual leave for all accrued sick leave in excess of nine hundred sixty (960) hours. Employees cannot accrue more than two hundred sixteen (216) hours or two hundred forty (240) hours for employees with twenty (20) years or more of service, annual leave in any given year. Said annual leave days, when converted, shall not be compensable upon employee's departure or retirement.

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

13.03 Use of Accrued Sick Leave: Employees may use accrued sick leave when contracting or incurring any sickness or disability which renders the employee unable to perform the duties of their employment or for other purposes consistent with applicable law.

Unexpected use of sick leave: The bargaining unit employee shall, by not later than one (1) hour before due to report for duty, if physically possible, send notice to the Sheriff or designee by telephone or otherwise. For planned or expected use of sick leave, employees will give at least 30 days' notice or reasonable advanced notice based on the circumstances.

Except as may be otherwise provided by state law, in the event of sickness or disability of any of the above relatives which are then residing in the home of an employee as a member of their household, such employee may utilize their accumulated sick to attend such sickness or disability consistent with applicable law. For a serious health condition, the utilization of Family and Medical Leave (FMLA) or other state mandated leave shall be governed by the definition of immediate family as provided in federal and state statutes and regulations.

In addition to the use of accrued sick leave as set forth in this Agreement or the unpaid FMLA referenced above, eligible employees shall have access to the Paid Family and Medical Leave (PFML) provided under Washington State statutes. The Employer and employees shall fund this leave at the rates required under state law and regulations. The employees share shall be paid through payroll deduction.

Both FMLA and PFML or any other such leave benefit shall be administered in accordance with federal and state regulations and Employer policy. Employees wanting additional information or desiring to apply for any of the referenced leaves should contact the Human Resource Department.

13.04 Any initial application for sick leave, by and employee, of over three (3) days duration, will, at the discretion of the Sheriff and in compliance with state and federal law(s), require a health report and release to duty, from the employee's health care provider.

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 Bereavement Leave:

- A. Any employee may use up to 5 days of accrued sick leave to grieve or make funeral and estate arrangements, attend and travel to and from the funeral for any member of the employees' immediate family. The immediate family shall be defined consistent with

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RCW 49.46.210(2).

- B. All other leave for funerals will be taken without pay or taken out of compensatory time or vacation time, subject to notice and approval.

13.07 Workers' Compensation: Bargaining unit employees with certified Worker's Compensation related injury/illness may elect to use sick leave or annual leave to augment the gap between worker's compensation benefits received by the employee and the employee's net regular pay. When an employee receives Worker's, Compensation pay for an industrial illness or injury, at the election of the employee, the County will use the employee's accrued sick and annual leave to pay the difference between the Worker's Compensation and the employee's normal salary for that time period until exhausted or no longer requested. Only the amount actually paid as sick or annual leave will be charged against the employees' sick or annual leave accrual.

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

13.09 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 14 - 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. For matters covered by Chapter 41.14 of R.C.W. and the Whitman County Civil Service Rules, an employee shall elect as to whether the employee wishes to proceed under the Civil Service Rules or Collective Bargaining Agreement. If an employee elects to proceed under the Collective Bargaining Agreement, the following process shall apply.

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

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in writing, present the 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 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 designee. The Sheriff or 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 designee shall be reduced to writing, with a copy to the grievant and 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 shall give written notice to the County Commissioners, within five (5) working days of receipt of the conclusion of Step 2 County response, that it wishes to proceed to grievance mediation. Mediation is not required for termination grievances.

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 to secure the services of a mediator.

If either party desires a record of the proceedings, it shall bear the cost of such record.

14.05 ARBITRATION. 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.

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. The Arbitrator's authority shall be limited to a determination based on the issue or issues thus set forth. 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.

- B. Arbitration Hearing, Expenses and Decision: The parties further agree: (1) the arbitrator shall conduct the hearing and that the arbitrator's 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 their lost time if off duty; (3) that the arbitrator shall make best efforts to 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. 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.

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 15 - 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 designee, shall be provided a per diem for meals and lodging as set forth in County policy.

ARTICLE 16 – WAGES

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

16.02 Wage Scale:

Effective January 2024, the Wage Scale, Appendix A, will be adjusted for market purposes. Employees will be moved up two steps from their existing step. Two steps will be added to the scale and the original steps values of A and B will be discontinued.

Effective January 1, 2024, and after the adjustment to the Wage Scale provided above, each employee will receive a cost-of-living adjustment of 4%.

Effective January 1, 2025, the wage scale for all classifications will be increased by 3%.

Steps are generally 5% apart.

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

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

16.03 Longevity:

Effective January 1, 2024 or upon execution, the later of either, all employees with continuous years of service, excluding approved leaves, shall be eligible for the longevity incentive(s) set forth below:

- A. After seven (7) years of service eligible employees shall receive a longevity incentive of two percent (2%) of their base hourly rate of pay. *(note: 7 years is after 84 months of continuous service)*
- B. After ten (10) years of service an eligible employee's longevity incentive shall be increased to three percent (3%) of their base hourly rate of pay. *(note: 10 years is after 120 months of continuous service)*
- C. After fifteen (15) years of service an eligible employee's longevity incentive shall be increased to four percent (4%) of their base hourly rate of pay. *(note: 15 years is after 180 months of continuous service)*

16.04 Field Training Officer Assignment Incentive: A qualified employees assigned to perform the duties of a Field Training Officer will receive an incentive of 5% of their base hourly rate for the hours worked performing FTO duties when assigned. *(note: FTO is only paid for the hours worked when doing FTO duties. For example, if the probationary employee is out of office for 2 weeks on vacation, the FTO pay is not paid)*

16.05 Terminal Agency Coordinator Assignment Incentive: A qualified employee may be assigned for perform Terminal Access duties for an ongoing basis and defined period of time. The assignment can range from 6 months to 5 years. The Sheriff reserves the right to change the assignment by giving at least 30 days' notice. When assigned as the TAC Coordinator, an employee will an incentive of 5% of their base hourly rate for the duration of the assignment. This assignment does not apply to employees performing or using TAC skills that are not assigned duty or if filling in when covering leaves not to exceed 30 days.

16.06 Pay Periods: Employees are paid twice per month. It is agreed that the prior practice of allowing employees to take a monthly draw on earned wages has been deleted.

ARTICLE 17 - 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 18 - 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

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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 19 - 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 20 – DISCIPLINE/DISCHARGE

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

20.2 The County has adopted a progressive disciplinary policy to insure a nondiscriminatory method of disciplining employees. Formal progressive discipline includes written reprimand, suspension without pay, demotion, and termination. However, exceptions or deviations to progressive discipline 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:

Counseling: Forms of evaluation or counseling are not discipline. These are lesser means of resolving issues related to daily operations for conflicts, such as oral or written warnings, directives and work improvement plans. These forms of counseling may serve as evidence for future discipline. Oral warnings reduced to written are not considered to be discipline and may not be protested through the grievance procedure. Documented counseling will be labeled as counseling and can be maintained in the supervisory file to be reviewed with yearly evaluations. Counseling documents are not directly placed in the personnel file. Employees may provide a rebuttal to a counseling within fifteen (15) days of receipt. Nothing in this Article shall be

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construed to prevent or prohibit a superior from discussing operational matters informally with employees.

20.3 Investigatory Interviews: In the event the County is conducting an internal investigation to investigate allegations of misconduct that could lead to a suspension without pay, demotion or termination, prior to an investigatory interview of the employee the County will give 24 hours written notice of investigation to the employee, and the Union stating the nature of the allegations. The written notice will state the employee has the right to a Union representative present during the investigatory interview. The interview will be audio recorded, and a copy will be provided to the Union or employee in a timely manner upon request. If an employee under an internal investigation is questioned about evidence portrayed on a video or audio recording, the employee/Union representative will have an opportunity to review the evidence in the presence of the investigator after the investigator's initial questioning.

This section does not apply to discussions or inquiry with an employee for matters not arising to the level of possible discipline of suspension without pay, demotion, or discharge.

The County will make best efforts to conduct investigations of misconduct in a timely manner. If an investigation continues past 180 days, the County will provide the employee and the Union an explanation for the delay.

20.4 Pre-disciplinary Meeting: Prior to imposing a formal discipline of suspension, demotion or termination, the employee shall have the right to a meeting at which time the employee and the Union shall be presented with the facts of the charges against the employee, a summary of the Employer's evidence supporting the findings, and the sanction considered. The employee and/or the Union shall have the right to respond to said charges.

20.5 Imposition of Discipline: The County shall not impose a disciplinary discharge upon any employee without just cause. Formal disciplinary actions imposed will be identified and provided in writing to the employee and the Union in a private manner. Non-probationary employees may grieve formal disciplinary actions imposed.

Probationary employees may be disciplined without a right of appeal or grievance.

20.6 Personnel File: Formal disciplinary actions will be maintained in an employee's personnel file. At the request of the employee, a written reprimand may be removed from the employee's personnel file after thirty-six (36) calendar months from the date of imposition so long as the employee has not received counseling or other discipline for the same or similarly related conduct. Written reprimands removed from the employee's personnel file will be considered stale, however, will be maintained for civil purposes and for notice of rule.

ARTICLE 21 - DURATION

This Agreement shall be effective from January 1, 2024 through December 31, 2025. 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 OF PARTIES TO THE AGREEMENT

DATED this 30th day of October, 2023.

**WHITMAN COUNTY
BOARD OF COUNTY COMMISSIONERS**



Michael Largent, Chair



Arthur Swannack, Commissioner



Tom Handy, Commissioner

TEAMSTERS UNION LOCAL 690



Larry Kroetch, Secretary-Treasurer



Taj Wilkerson, Business Representative

APPENDIX A – WAGE SCALE

COSS BARGAINING UNIT

January 1, 2024 THROUGH DECEMBER 31, 2024

Position	Grade	12 Mos		18 Mos	18 Mos	24 Mos
		A	B	C	D	E
ROI		\$ 22.82	\$ 23.96	\$ 25.16	\$ 26.41	\$ 27.73
Correction Officer		\$ 25.23	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.66
Correction Sergeant		\$ 33.57	\$ 35.25	\$ 37.01	\$ 38.86	\$ 40.81

COSS BARGAINING UNIT

January 1, 2025 THROUGH DECEMBER 31, 2025

Position	Grade	12 Mos		18 Mos	18 Mos	24 Mos
		A	B	C	D	E
ROI		\$ 23.50	\$ 24.68	\$ 25.91	\$ 27.21	\$ 28.57
Correction Officer		\$ 25.98	\$ 27.28	\$ 28.65	\$ 30.08	\$ 31.58
Correction Sergeant		\$ 34.58	\$ 36.31	\$ 38.12	\$ 40.03	\$ 42.03

APPENDIX B -UNIFORM AND EQUIPMENT LIST

Upon initial hire, the Sheriff's Office will provide each Corrections Officer and Sergeant with department issued and required equipment, including uniforms as listed below:

1 Class A uniform with pants, shirt, tie, name tag, and collar brass.

Badge

2 shirts

2 pants

Duty Belt

Handcuffs (2)

Handcuff Case (2 single or 1 double)

Flashlight and holder

Keys holder

1 pair shoes/boots

Trouser Belt and belt keeper.

Radio, holder, charge, mic and earpiece

BSI pouch (*aka glove pouch*)

A stab vest will be offered upon request with a regular carrier. Replacement of stab vests will follow their stated expiration period. An employee may use their equipment allowance to purchase an external carrier.

For initial clothing provided, employees who need accommodation for sizing may request reasonable alterations or different sizes of apparel.

The employer will generally provide new clothing items, however, for temporary periods used clothing in good condition may also be issued.

See also Jail Policy for the rules and regulations for approved equipment.