

**TENTATIVE INTERLINEATED  
COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
WHITMAN COUNTY  
AND  
TEAMSTERS, LOCAL 690  
SOLID WASTE DEPARTMENT  
BARGAINING UNIT**

**JANUARY 1, 2024 – DECEMBER 31, 2026**

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## ARTICLE 1 - PURPOSE

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 II of this document, pursuant to the authority of Chapter 41.56 of the Revised Code of Washington.

## ARTICLE 2 - UNION RECOGNITION

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

2.2 The bargaining unit consists of all regular full-time and part-time employees of the Solid Waste Department, excluding the Director, Supervisors, Foremen, temporary employees, all other County employees and those positions excluded by law.

2.3 For purpose of allowing the Union to keep informed as to the personnel in the bargaining unit the Director will make available to the Union, when necessary and reasonable, the payroll records of the Solid Waste facility.

2.4 Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in the Union or other employee organization(s). No member of the Union shall be discriminated against for exercising their rights under this Agreement.

2.5 It is further agreed that all employees subject to this Agreement shall have the option to pay or not pay Union membership fees or dues. New employees who voluntarily elect to not pay Union dues and membership fees shall notify the Union and the Employer, in writing, not later than the thirtieth (30th) day following commencement of their actual employment, or thirty (30) days after execution of this Agreement, whichever is the later. Eligible employees may voluntarily elect to being to participate in the Union, at any time, by filing a membership application with the union and submitting a dues deduction authorization to the Employer.

2.6 Any employee covered by this Agreement may voluntarily elect to withdraw their dues deduction authorization, at any time during the term of this Agreement by providing written notice to the Union and the Employer.

2.7 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 thirty (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.

### **ARTICLE 3 - DEFINITIONS**

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

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

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

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

3.5 Regular Employee: Shall be an employee who has successfully completed their probationary period.

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

#### **ARTICLE 4 - NON-DISCRIMINATION**

4.1 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.

No employee covered by this Agreement shall be discriminated against because of their 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.

#### **ARTICLE 5 - DUES DEDUCTION**

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

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

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

6.1 It is recognized that, except as expressly stated herein, the Employer 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, discharge or relieve employees due to 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.

6.2 It is mutually agreed that the regulations as set forth in 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 Employer, shall be valid if they violate any provision(s) set forth elsewhere in this Agreement.

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

6.4 The County may subcontract work provided that if bargaining unit employees should be displaced, the County's intent to subcontract will be discussed with the Union prior to the proposed implementation. The County shall negotiate the effects of such a contract on bargaining unit employees.

## **ARTICLE 7 – UNION MANAGEMENT RELATIONS**

7.1 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.

7.2 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, one (1) employee, 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 work day, including meal and break periods, will not be considered as paid time.

The Union Steward will, with 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 Employer, 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 Steward will not be paid and must clock out and in when meeting with their Steward, Union Business Representative or Employer.

The Employer may grant unpaid leave to the Union Steward and/or other employees in order to meet with their Union Official(s) 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 officials and other Union representatives are subject to all the rules and regulations regarding the conduct of employees while on the premises of the Employer.

The Union Steward 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 Steward or other authorized Union representative.

- C. With prior notice, except in an emergency, the Union Representative shall 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.

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

7.4 The Union shall, each year of this Agreement, submit to the Public Works and HR Directors a written list of Union stewards and negotiating committee. The Director shall be notified of any changes that occur during the year within one (1) month after such changes are made.

## **ARTICLE 8 - STRIKES AND LOCKOUTS**

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

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

## ARTICLE 9 - DISCIPLINE/DISCHARGE

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

9.2 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 discharge. However, exceptions or deviations may occur when the totality of the circumstances warrant progressive steps be skipped or immediate termination. Discipline is the responsibility of management. Disciplinary actions or measures may include the following:

- A. Counseling: Forms of evaluation or counseling are not discipline. These are fewer formal 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 construed to prevent or prohibit a superior from discussing operational matters informally with employees.

9.3 Investigatory Interviews: In the event the County is conducting an internal investigation to investigate allegations of misconduct that could lead to formal discipline, prior to an investigatory interview of the employee the County will give twenty-four (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. This section does not apply to discussions or inquiry with an employee for matters not arising to the level of formal disciplinary action.

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.

9.4 Pre-disciplinary Meeting: Prior to imposing a formal discipline of suspension, demotion or discharge, 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 charge against the employee, and a summary of

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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.

9.5 Imposition of Discipline: The County shall not impose a disciplinary discharge upon any employee without just cause. Formal disciplinary actions imposed will be provided in writing to the employee and the Union. Employees may grieve formal disciplinary actions imposed.

Probationary employees may be disciplined without a right of appeal.

9.6 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 10 – GRIEVANCE PROCEDURE**

10.1 A grievance is defined as only those disputes involving the interpretation, application or alleged violation of specific provisions of this Agreement.

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

Step 1: Within five (5) working days from its occurrence or the date on which the employee first should have become aware of it, in any event no more than thirty (30) calendar days from date of occurrence, the aggrieved employee shall discuss the complaint with their immediate supervisor. The shop steward may be present if the employee so desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken. It shall be the employee's responsibility to communicate the final results of this discussion to the Union.

Step 2: If the grievance is not resolved on the above informal discussion basis the grievance shall be reduced to writing, specifying the paragraph in the Agreement being grieved and what action is to be taken if his/her grievance is upheld, signed by the aggrieved party, and within ten (10) working days of the date in Step 1, shall be submitted to the immediate supervisor and the Union. Any grievance not so filed with the immediate supervisor shall be waived, whether or not the employee has actual notice of the grievance. The immediate supervisor shall investigate the grievance and provide the employee and Union a written answer within ten (10) working days of the date of submission.

Step 3: After having received the written answer of the immediate supervisor, if the employee still feels aggrieved, the employee shall, within ten (10) working days after having received said answer, file a formal grievance with the Union and the Public Works Director. Such grievance must state the date on which the grievance was discussed with the immediate supervisor and the date on which the employee received a written answer from the 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 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, that the above time limits may be extended by mutual agreement. In the event the parties dispute timeliness issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue before proceeding with any merits of the case.

#### **ARTICLE 11 - MEETINGS**

11.1 The parties hereby agree that during labor negotiations, as set forth in Article VII, subsection 7.2, the bargaining unit shall be represented by only one (1) bargaining unit member. The employee, if negotiations are scheduled, whenever practicable, during work time, except as limited elsewhere in this Agreement, shall be considered as acting within their scope of employment for pay and other benefit purposes. For other representation issues, including grievances the bargaining unit shall also be limited to one (1) paid designated bargaining unit Steward, unless otherwise authorized by mutual agreement of the Employer and the Union. Other employees, including the grievant, shall not be paid when attending grievance hearings or other meetings with the Employer.

#### **ARTICLE 12 – SENIORITY**

12.1 Seniority according to this Agreement shall consist of the continuous service of the employee with the Whitman County Solid Waste Department. After completion of the probation period, the employee's seniority will be from their first day of employment. Seniority will apply when specifically stated in this agreement (e.g: layoff, etc.). A probationary employee shall have no seniority rights or be classified as a regular employee until he/she has completed his/her probationary period. A temporary employee shall have no seniority rights.

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

- A. Discharge or resignation of employee.
- B. Separation of employment for not meeting the essential functions of the position, subject to applicable law (L&I on the job injury).
- C. Failure to report for work the first workday or shift following the expiration of the authorized leave of absence without an authorized extension.
- D. Temporary layoff exceeding an eighteen (18) consecutive month period. The Employer and Union may, by mutual agreement, extend the allowed period to twenty-four (24) consecutive months.

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

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

12.4 Qualified employees in the Public Works Department shall have the first opportunity to transfer to Solid Waste positions not filled by Solid Waste unit members. Employees who transfer from the Public Works department to the Solid Waste department shall have the right to return to their former position for thirty (30) calendar days with no adverse changes. Employees transferring shall retain all benefits accrued while working in the Public Works department.

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

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

### **ARTICLE 13 - PROMOTIONS /LAYOFF/ RECALL**

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

13.2 Changes from a higher to a lower available job classification may be made at the request of an employee with the approval of the County.

13.3 Job Posting: When a permanent vacancy occurs in a job classification covered by this Agreement it shall be posted for a minimum of five (5) working days in each work location. All regular employees in other job classifications covered by this Agreement shall be eligible to bid by signing their name on the bulletin, provided the crew affected shall have first consideration. The Director shall select the applicant to be awarded the vacancy in accordance with the provision above. The Director's decision shall be final and binding. When circumstances warrant, and with the agreement of the Shop Steward, a position may be recruited for simultaneously as provided

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for above, county wide and to the general public. Employees, whose qualifications, in the opinion of the Employer, are equal to or greater than applicants from the general public, will be given first consideration.

13.4 Regular employees shall be promoted over temporary employees.

13.5 Should the employee selected to fill the job opening fail to qualify for that job or should the employee decide they do not want the job; the employee shall be returned to their previous job within thirty (30) days of accepting the position.

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

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

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

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

13.10 Employees leaving employment and returning to the same department and

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position will be hired back in accordance with County policy.

#### **ARTICLE 14 - SALARIES / WAGES**

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

Effective January 1, 2024, the wage scale will no longer reflect steps 1 through 4. All remaining steps will be renumbered resulting in six steps total. All employees currently on steps 1-4 will move to step 5.

Effective January 1, 2024, and after the wage scale adjustment above, the wage scale (Appendix A) will be increased by 5%.

Effective January 2025, the wage scale (Appendix A) will be increased by 5%.

Effective January 2026, the wage scale (Appendix A) will be increased by 5%.

Steps are 2% apart. Steps are in 12-month increments.

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

14.3 When any position not listed on the wage schedule is established in the bargaining unit, the County may designate a job classification and pay rate for the position. The County will provide the Union notice of the new classification and wage rate. In the Event the Union does not agree that the classification or the pay rate is proper, the Union will notify the County of intent to bargain the pay rate within fourteen (14) calendar days. The County is not precluded from hiring the position during the bargaining process.

14.4 Out of Classification Work: Whenever an employee is assigned to perform work in a classification higher than that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classification for the number of hours worked in the classification. An employee must work continuously at least four (4) full hours in the higher classification before receiving the higher rate of pay. Provided, no additional pay shall be given for working machinery for training purposes when performed under the direct supervision of the normal or other qualified operators thereof. A bargaining unit employee filling in for a supervisor

will under the same terms applied to out-of-classification assignments, as set forth above, receive one dollar (\$1.00) per hour for the period of time in that capacity.

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

Called to work outside of schedule means to report to a designated work location excluding remote work/"work from home" agreements.

Early shift call is any time worked prior to the employee's scheduled start time that continues uninterrupted into that employee's regularly scheduled work shift is not subject to the 3 hours call back provision.

14.6 Pay Periods: Bargaining unit employees will be paid twice per month. It is agreed that the Employer may during the term of this Agreement, with no less than thirty (30) days prior notice, convert the current pay period(s) from twice per month to every two weeks (bi-weekly). It is further agreed that the Employer may, during the term of this Agreement convert the current practice of paying non-exempt employees on a salaried basis to paying them on an hourly basis.

14.7 Workers Compensation: The County will comply with State law for workers compensation and contributions.

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

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.1 The workweek for the Solid Waste Department shall be forty (40) hours of work to consist of five (5) eight (8) hour days, or four (4) ten (10) hour days, to be determined by the Director. Employees will be scheduled to one (1) of two (2) two work schedules, i.e., Monday thru Friday; or Tuesday thru Saturday. Employees will be rotated through the work schedules. Nothing herein shall be construed to prevent the Employer from developing and implementing work schedules for four (4) ten (10) hour workdays during the workweek. In the event such a schedule is developed and implemented, the County will make every reasonable effort to rotate employees through such a schedule.

15.2 The regular hours of work each day shall be consecutive except for interruptions designated for a one-half (1/2) hour unpaid lunch period. Two (2) ten (10) minute rest periods shall be provided each workday on County time; one (1) in the morning and one (1) in the afternoon work period. Due to operational need, the County may also assign a work period inclusive of a ½ hour paid meal period.

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

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

Changes in workweek, shift and starting time assignments shall take effect only at the beginning of an employee's workweek, provided that the employee is given one (1) calendar weeks' notice of such change, except in case of an unforeseen emergency. For this section, an unforeseen emergency includes disasters, accidents or serious unexpected events requiring immediate response for the safety of the public, inclement weather greater than expected, sudden or unexpected illness, or similarly related events.

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

15.6 Overtime is by assignment and must be approved. There is no guaranteed overtime. Overtime pay shall be at the rate of one and one-half (1½) times the regular hourly rate for such employees. Compounding/pyramiding of hours paid is prohibited meaning employees will not be paid overtime twice for the same hours worked. Employees will be paid hourly as reflected on the Salary scale.

15.7 Compensatory Time: In accordance with FLSA requirements an employee may elect to be paid for their accrued compensatory time, or with reasonable notice, may be granted compensatory time off for any overtime worked. Said compensatory time shall be computed on the basis of one and one-half (1½) hours of time off for each hour of overtime worked. Compensatory time may be accrued to a maximum of sixty (60) hours annually, however, only forty-eight (48) hours of which may be carried over from year to year. Compensatory time will not be authorized if approval would exceed the allowed maximum. Employees will be allowed to sell back their accrued compensatory time only at the end of the calendar year.

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

15.9 A shift differential premium of twenty-five cents (\$0.25) per hour shall be paid for all hours worked when four (4) or more hours of the employee's shift fall within the hours of 8:00 p.m. and 4:00 a.m. This provision does not apply to call backs.

15.10 Full time employees shall be eligible for and paid overtime, at the rate of time and one-half (1½) for all hours worked in excess of their regular work shift of eight (8) hours or more if on a five (5)-day, eight (8)-hour schedule; or ten (10) hours or more if on a four (4)-day, ten (10)-hour schedule. In the event that an employee is absent without permission (no prior call-in and no-show) during a scheduled workweek, overtime will only be paid for hours actually worked in excess of forty (40) in the employee's workweek.

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

15.12 The Employer shall be allowed, and the bargaining unit agrees, that roads bargaining unit personnel may work at the landfill facility when necessary to meet staffing based on sick or vacation leave and/or in an emergency as declared by the Public Works Director.

#### ARTICLE 16 - HOLIDAYS

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

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Floating Holiday (1)	
Native American Heritage Day ( <i>Day after Thanksgiving</i> )	

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

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

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

16.5 If an employee is required to work one of these holidays, the employee shall, in addition to holiday pay, be paid for all hours worked at the rate of one and one-half (1 ½) his/her regular pay with a guarantee of three (3) hours. Hours will be recorded in payroll in accordance with County policy 525-HR.

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

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

#### **ARTICLE 17 - SICK LEAVE**

17.1 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, shall receive sick leave, with pay, up to the amount of sick leave they have accumulated, but not used.

##### **Bereavement Leave:**

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

17.2 Except as may be otherwise provided by state law, in the event of the sickness or disability of relatives which are then residing in the home of an employee, as a member of their household, such employee may utilize their accumulated sick leave 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.

17.3 Employees shall start to earn sick leave per Employer policy and this Agreement from their date of hire, and may accumulate earned sick leave, on a per pay period basis, up to one hundred twenty (120) eight (8) hour days. Consistent with Employer practice, employees may accumulate sick leave in excess of the above allowed maximum during a calendar year, however, accrued sick leave which exceeds the maximum cap at the end of each calendar year will automatically be forfeited without any required action on the part of either party. Full-time and Part-time employees who are scheduled to and work a minimum of fifty (50%) or more of an established work period shall pro-rated sick leave per pay period, which is equivalent to their earning pro-rated leave of up to one (1) eight (8) hour day per calendar month. Effective as of January 1, 2018, part-time employees who are scheduled to and work less than fifty percent (50%) or less of the established annual work schedule, shall earn one (1) hour of earned sick leave for every forty (40) hours of work. Probationary employees may only use sick leave after completing ninety (90) calendar days of employment.

A pay period of employment shall be defined and applied by the Employer as a specific period of time during which an employee has had no unauthorized absence.

17.4 Not later than one (1) hour before an employee is due to report for duty, if physically possible, the employee shall send notice to their immediate supervisor by telephone or otherwise on their first day off duty.

17.5 Upon request, the employee shall provide acceptable written confirmation, which may include a doctor's written statement, or reason(s) for use of sick leave in accordance with County policy and applicable law.

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

17.7 An employee will only be charged with days of sick leave on those days when the employee would have worked regularly.

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

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

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

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

17.9 Consistent with the principle that sick leave is granted to the employees for the appropriate use of sick leave, the County may review abuse of sick leave including circumstances with a persistent pattern of sick leave is shown. A showing of abuse may lead to counseling or discipline. This provision does not apply to the use of protected leaves under applicable law. In order that they need not work when ill nor suffer loss of pay due to illness, the following rules on the use of sick leave are established: After one (1) year of employment an employee whose record indicates a consistent lack of less than five (5) days of accumulated sick leave or a persistent pattern of use, that is, one (1) or two (2) days sick per month or every other month, will be considered to have jeopardized their sick leave privileges by abusing them and will be subject to review by the Director. After review, the Director shall discuss with the employee his findings. Continued abuse

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shall be grounds for cancellation of sick leave privileges or other disciplinary action as provided for Article 9.

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

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

#### **ARTICLE 18 – ANNUAL LEAVE**

18.1 For the first five (5) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to the equivalent of eight (8) hours of annual leave for each calendar month of employment.

18.2 After five (5) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis of up to the equivalent of ten (10) hours days-annual leave for each calendar month of employment.

18.3 After ten (10) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to the equivalent of thirteen and thirty-six one hundredth (13.36) hours one of annual leave for each calendar month of employment.

18.4 After fifteen (15) years of service each regular employee shall receive pro-rated annual leave, on a per pay period basis, of up to the equivalent of sixteen and sixty-seven one hundredth (16.67) of annual leave for each calendar month of employment.

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

18.6 A pay period of employment shall be defined as a specific pay period during which an employee has had no unauthorized absence.

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

18.8 Vacation requests shall be approved by the Director and insofar as consistent with the efficient operation of the Solid Waste Department, the Director shall endeavor to schedule vacations based on the first date of request for no more than twelve (12) months in advance. Simultaneous requests for the same date will be determined by seniority.

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

Annual leave may be accumulated to a maximum of two hundred sixteen (216) hours, or two hundred forty (240) hours for employees with twenty (20) or more years of service. Consistent with Employer practice, employees may accumulate annual leave in excess of the allowed maximum during any calendar year, however, accrued annual leave which exceeds the allowed maximum at the end of each calendar year will be automatically forfeited without action on the part of either party.

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

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

18.11 Employees after three months of probationary status may use accrued leave after the end of the pay period following ninety (90) days of employment.

#### **ARTICLE 19 – MILITARY LEAVE AND JUDICIAL DUTY**

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

19.2 Any employee who is called for jury duty or subpoenaed to appear as a witness before any court or other public body in any proceedings in which such employee is not personally involved, shall receive from the County their regular rate of pay for the actual time the employee is required to be absent from work because of such jury duty or subpoena, less any amount paid for such jury duty appearance. Any such absence shall not be counted as sick leave or vacation.

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Provided, if an employee is called for jury duty or subpoenaed within Whitman County and is dismissed from such duty or appearance prior to noon, they shall report for work.

## ARTICLE 20 – HEALTH AND WELFARE

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

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, Vision, standard Time Loss (Short Term Disability), Accidental Death and Dismemberment, Life Insurance, 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 over 0.5 budgeted FTE. 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.

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

20.3 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 21 – SAFETY

21.1 The Employer agrees to maintain a safe workplace in accordance with the WISHA, OSHA or any other mandated state or federal safety standards. In the event of any bargaining unit employee reasonably believes that a working condition is unsafe they shall immediately report the same to management in the following order: supervisor, superintendent, safety officer, Public Works Director or their designee, or the Human Resource Department. Management shall promptly commence on investigation of the employee's concerns and respond in writing to the employee what the investigation revealed and what remedial action was or will be taken.

## **ARTICLE 22 – MISCELLANEOUS**

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

22.2 Seasonal overalls, work gloves, rain gear and rubber overshoes shall be provided by the Employer on an as needed basis. The Employer shall provide employees with an annual boot allowance of three hundred (\$300.00) dollars each calendar year. Boots shall remain at the Solid Waste Station. Damaged boots will be replaced or repaired by the Employer, at the discretion of the Public Works Director or designee.

## **ARTICLE 23 – SAVINGS CLAUSE**

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

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

## **ARTICLE 24 – ENTIRE AGREEMENT**

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

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

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**ARTICLE 25 -DURATION OF AGREEMENT AND SUPPLEMENTS**

25.1 This Agreement shall be effective from upon execution or January 1, 2024, the later of either, through December 31, 2026. This Agreement may be amended or supplemented in writing upon mutual agreement of the parties.

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

25.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

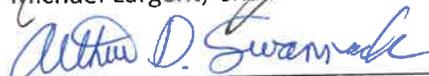
25.4 Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed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

**SIGNATURES OF PARTIES TO THE AGREEMENT**

DATED this 30<sup>th</sup> day of October, 2023.

WHITMAN COUNTY  
BOARD OF COUNTY COMMISSIONERS

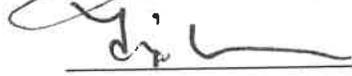
  
\_\_\_\_\_  
Michael Largent, Chair

  
\_\_\_\_\_  
Arthur Swannack, Commissioner

  
\_\_\_\_\_  
Tom Handy, Commissioner

TEAMSTERS UNION LOCAL 690

  
\_\_\_\_\_  
Larry Kroetch, Secretary-Treasurer

  
\_\_\_\_\_  
Taj Wilkerson, Business Representative

**APPENDIX A – SALARY RANGES**

**Whitman County Solid Waste Bargaining Unit  
2024 SWBU Salary Ranges**

	1	2	3	4	5	6
Financial Specialist 1	\$ 23.67	\$ 24.14	\$ 24.62	\$ 25.12	\$ 25.62	\$ 26.13
SW Heavy Equip. Operator	\$ 27.64	\$ 28.19	\$ 28.76	\$ 29.33	\$ 29.92	\$ 30.52
Maintenance Worker - Entry	\$ 25.57	\$ 26.09	\$ 26.61	\$ 27.14	\$ 27.68	\$ 28.24
Maintenance Worker - Journey	\$ 26.61	\$ 27.14	\$ 27.68	\$ 28.24	\$ 28.80	\$ 29.38

**Whitman County Solid Waste Bargaining Unit  
2025 SWBU Salary Ranges**

	1	2	3	4	5	6
Financial Specialist 1	\$ 24.85	\$ 25.35	\$ 25.85	\$ 26.37	\$ 26.90	\$ 27.44
SW Heavy Equip. Operator	\$ 29.02	\$ 29.60	\$ 30.20	\$ 30.80	\$ 31.41	\$ 32.04
Maintenance Worker - Entry	\$ 26.85	\$ 27.39	\$ 27.94	\$ 28.50	\$ 29.07	\$ 29.65
Maintenance Worker - Journey	\$ 27.94	\$ 28.50	\$ 29.07	\$ 29.65	\$ 30.24	\$ 30.85

**Whitman County Solid Waste Bargaining Unit  
2026 SWBU Salary Ranges**

	1	2	3	4	5	6
Financial Specialist 1	\$ 26.09	\$ 26.61	\$ 27.15	\$ 27.69	\$ 28.24	\$ 28.81
SW Heavy Equip. Operator	\$ 30.47	\$ 31.08	\$ 31.70	\$ 32.34	\$ 32.99	\$ 33.65
Maintenance Worker - Entry	\$ 28.20	\$ 28.76	\$ 29.33	\$ 29.92	\$ 30.52	\$ 31.13
Maintenance Worker - Journey	\$ 29.34	\$ 29.92	\$ 30.52	\$ 31.13	\$ 31.75	\$ 32.39

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