

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- 048**

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN PEND OREILLE  
COUNTY BOARD OF COUNTY COMMISSIONERS AND TEAMSTERS UNION,  
LOCAL 690, PEND OREILLE CO. I.T.S. DEPARTMENT

**WHEREAS**, Pend Oreille County wishes to formalize the agreement with Teamsters Local 690, Pend Oreille Co. I.T.S. Department via a signed Collective Bargaining Agreement, and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of County property and the management of County funds and business, and

**WHEREAS**, the Board believes that the best interest of the public will be served by entering into said agreement with Teamsters Local 690, Pend Oreille Co. I.T.S. Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the Collective Bargaining Agreement, which is attached hereto and incorporated herein, be established and adopted.

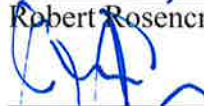
**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the Collective Bargaining Agreement is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

**ADOPTED** this 18 day of March, 2024.

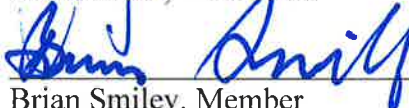
**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:

  
Crystal Zieske, Clerk of the Board

**A G R E E M E N T   B E T W E E N**  
**BOARD OF COUNTY COMMISSIONERS**

**And**

**TEAMSTERS UNION, LOCAL 690**  
**PEND OREILLE CO. I.T.S. DEPARTMENT**  
2024-2025

This Agreement is entered into by the Board of County Commissioners of Pend Oreille County, hereinafter referred to as the Employer, and Teamsters Union, Local 690 hereinafter referred to as the Union, for the purpose of promoting harmonious relations between the Employer and the Union, establishing equitable and peaceful procedures for the resolution of differences, and the establishing of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1 - RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees of the Pend Oreille County I.T.S. Department, excluding the Confidential employees, Supervisors, and all other employees of Pend Oreille County.

**ARTICLE 2 - PURPOSE**

2.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its said employees to encourage economy of operation, elimination of waste, cleanliness of plant, protection of County property, and safety of employees; and to that end, the Employer pledges itself to give its employees considerate and courteous treatment and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

**ARTICLE 3 - UNION SECURITY**

3.1 There shall be no Employer responsibility for the continued employment or reemployment of probationary or temporary employees. Temporary employees are those who perform work during a work load peak which is cyclic in nature, has an end in sight and normally lasts for up to six (6) months, yet may be extended for a second six (6) month period.

3.2 The Employer agrees to deduct any Union membership dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Spokane office of the Union after such deductions have been made.

3.3 The Union hereby indemnifies the Employer and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of paragraph 3.2 or in reliance on any list or certificate which shall have been furnished to the Employer under provisions of paragraph 3.2.

#### ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes that the Employer retains the exclusive right to operate and manage the Department, to direct, control and schedule its operations and work force and to make any and all decisions affecting the Department, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not limited to, the sole and exclusive right to: hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, demote, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked (schedule and require overtime work); install or move equipment; determine the methods, procedures, materials and operations to be utilized or discontinued, and their performance by employees of the Employer; transfer, relocate or discontinue such operations, by transfer or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending time; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned to be performed; select supervisory and managerial employees; train employees, discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish, change, combine or abolish job classifications and determine job content and qualifications; determine reasonable compensation, work performance levels and standards of performance of the employee; and in all respects carry out, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without notice and consultation with the Union except those specifically abridged or modified by this Agreement and any supplementary agreement that may hereinafter be made.

## ARTICLE 5 - NO STRIKE - NO LOCKOUT

5.1 During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts or other slowdown or cessation of work by either party on any labor differences pending the utilization of the grievance machinery in Article 8 provided that the employees covered by this Agreement shall not be expected to pass through a lawful primary picket line.

## ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employers.

6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the Employers.

## ARTICLE 7 - DISCIPLINE

7.1 Disciplinary action or measures shall include only the following and shall be appropriate for the offense:

- Oral reprimand
- Written reprimand
- Suspension (Notice to be given in writing)
- Demotion
- Discharge

7.2 The Employer may discipline employees for just cause.

7.3 Oral Reprimands will not be used as the basis of disciplinary action unless reduced to writing and a copy given to the employee.

7.4 If the Employer has reason to discipline an employee, it shall be done in a professional manner, based on the circumstance.

7.5 Oral reprimands, including those reduced to writing shall not be grievable.

7.6 All employees shall be permitted to review his or her personnel file during normal business hours. Employees shall schedule an appointment with a Human Resources representative of the County who can provide the employee with the personnel file as instructed within the County personnel policy. No citizen complaint shall be placed in an employee's personnel file unless the complaint has resulted in disciplinary action.

7.7 An employee may, at his or her request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in the file. This provision does not apply to the records of an employee relating to investigation of a possible criminal

offense, or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The Employer shall keep the contents of personnel files confidential, subject to the requirements of state and federal law and any applicable provision of this Agreement.

7.8 The Employer recognizes the intent to maintain confidentiality of employee's personal information such as home address, home telephone number, and identity of family members. Therefore, the Employer agrees to take reasonable, lawful steps to assure confidentiality of these matters.

## ARTICLE 8 – GRIEVANCE PROCEDURE

A grievance is defined as: A 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.

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, in writing, present his/her grievance to his/her immediate supervisor. Within five (5) working days, from the date the grievance was presented, the immediate supervisor shall reply, in writing, to the employee's complaint. In the event the employee's immediate supervisor is his/her department head or elected official, the grievance process shall begin at Step 2.

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 supervisor's decision, or, if initiated at Step 2, within five (5) working days of the occurrence of the matter on which the grievance is based, or five (5) working days from the date the employee has knowledge or should have known of the facts on which the grievance is based, submit a written grievance to the employee's department head or elected official. The department head or elected official 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 five (5) working days after the meeting, the decision of the department head or elected official decision shall be reduced to writing for placement in the employees file, with a copy mailed to the Union. The written grievance shall be submitted on a form supplied by the Union and shall include the signature of the Union representative and/or grievant, identify the article(s) or provision(s) of this Agreement that were allegedly violated, include supporting materials, and set forth the remedy sought by the employee.

STEP 3. If the grievance is not resolved at Step 2, the Union may, within five (5) working days, appeal the decision of the department head or elected official to the Board of County Commissioners. The Board of County Commissioners will, or in the case of a grievance involving

another elected official, with their approval for matters which fall within the legal authority of the elected official, hear the grievance. A hearing will be conducted during which each party to the grievance shall have the opportunity to present evidence which addresses the factual conclusions reached at Step 2. The decision of the Board of County Commissioners shall be reduced to writing, a copy of which shall be forwarded to the grievant and the Union, and a copy placed in the employee's personnel file.

The Board of County Commissioners may, at their discretion, designate someone on their behalf to hear the grievance and render a decision in conjunction with the Board.

For grievance matters which fall within the authority of an elected official, and those for which the Board of County Commissioners are not able to obtain the affected elected officials approval, the Union shall be allowed to submit the matter to arbitration.

**ARBITRATION:** Should the grievance not be resolved at Step 2 or Step 3, either party to this Agreement, may within fifteen (15) calendar days of the decision provided at Step 2 or Step 3 notify the other party of their intent to and submit the matter to arbitration.

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

B. **Arbitrator Selection:** If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve, on a timely basis, the parties shall jointly request the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) persons who are qualified to act as arbitrator. The representatives of the parties shall determine, by lot, the order of elimination and thereafter each shall, in order, alternately eliminate one (1) name until only one (1) remains. The seventh or remaining person shall be accepted by both the Union and the Employer to serve as arbitrator.

C. **Arbitration Hearing, Expenses and Decision:** The parties further agree: (1) the arbitrator shall conduct the hearing and that his/her rulings with respect to procedure and all objections to the exclusion or inclusion of evidence shall be, during the hearing, binding 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 an employee(s) is on duty the employer agrees to release the employee(s) from duty to appear as a witness; (3) that all other expenses of the Arbitrator and reporter shall be borne equally by the parties; (4) that the Arbitrator shall render a written decision and/or award within thirty (30) days from the date of the conclusion of the hearing, and that his/her decision and/or award shall be final and binding upon the parties.

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

## ARTICLE 9 - SENIORITY

9.1 Seniority shall be defined as follows:

- a) Total length of service within a job classification which shall apply when bidding for vacations and work schedules; the original date of hire shall be used for wage increases;
- b) Total length of unbroken service in a classification, within the Department which shall apply when layoff or promotion occur;
- c) Total length of unbroken service with the County, which shall apply for accruing benefits, i.e., vacation and sick leave accrual etc.

9.2 All employees, except temporary and extra-help employees, shall be considered on probation for a period of six (6) months from their date of hire or promotion, 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. The probation period may also be waived by mutual agreement between the Employer and the Union. Upon completion of the probation period, all employees, except temporary or extra-help employees, will be evaluated and upon favorable evaluation will be considered as regular employees. During the probationary period a new employee's service may be terminated without cause and/or recourse to the grievance procedure. During the first 30 days of a promotion an employee may elect to return to their former position if the position is still an open position and is vacant.

9.3 Upon completion of this six-month period, the employee shall be placed on the seniority list with the first day of this six-month period as his seniority date.

9.4 Higher classification work shall be offered to an employee if the employee is qualified to do the work of the higher classification.

9.5 Seniority shall not be affected by temporary layoff during slack period, or by illness until after one (1) year's absence.

9.6 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications and length of continuous service.

9.7 No layoff or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification. No new employees shall be hired in any classification in that department until all employees on layoff status in that classification in that department have an opportunity to return to work.

9.8 Furloughed employees shall be hired in the reverse order in which they were laid off. Seniority shall be broken for the following reasons:

First:            If the employee quits;

- Second: If the employee is discharged for just cause;
- Third: If the employee fails to return to work within ten (10) working days after being notified to return to work and does not present a satisfactory excuse;
- Fourth: Temporary layoff of over (1) year as defined in paragraph 9.5
- Fifth: If the employee is unable to return to work within eighteen (18) months following an industrial accident.

#### ARTICLE 10 - WORKWEEK - WORKDAY

10.1 The normal workweek shall be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, to be determined by the Director, Monday through Friday. Alternate shift schedules may also be implemented by mutual agreement between the Union and County. The work schedule may be altered to best meet the needs of the Department.

10.2 Employees will be allowed one half (1/2) hour unpaid lunch and, two (2) fifteen (15) minute paid rest breaks per shift.

10.3 There will be no split shifts, unless the Local Union is notified first. This is for emergency purposes only, when granted.

10.4 Any employee detained from scheduled work shall notify the Employer within two (2) hours prior to when his scheduled work shift begins, except in cases of emergency and then as soon as possible.

10.5 Any employee who is scheduled to report for work on his regular schedule and who presents himself for work but work is not available for him, shall be excused from duty and paid at regular rate for four (4) hours. If sent home after four (4) hours into a shift, the employee will be paid for the remainder of the shift.

10.6 Normal work schedules showing the employee's shifts, workdays and hours shall be posted one (1) week prior to shift changes except in emergencies. Copies of the shift changes shall be given to the Shop Steward.

10.7 Employees shall be permitted to voluntarily trade shifts, provided the Director or his designee approves all exchanges. The Union and Employer agree that, should problems arise regarding approval of shift trades, the parties shall meet to discuss the issue(s) for resolution. It is further agreed the disputes regarding shift trades are not subject to Article 8 of this Agreement.

The recipient of the shift assumes full ownership as if it is his/her own shift. Hours involved in the exchange will not be subject to overtime pay without approval of the Director or his designee.



## ARTICLE 11 – NON-DISCRIMINATION

11.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

11.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

11.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## ARTICLE 12 - UNION ACTIVITIES

12.1 The Employer agrees that during working hours, on the Employers premises, Union representative shall be allowed to:

- a) Post Union literature;
- b) Distribute Union literature;
- c) Solicit Union membership during other employee's non- working time;
- d) Transmit communications, authorized by the local Union or its officers, to the Employer or his representative;
- e) Consult with the Employer, his representative, local Union officers or other Union representative concerning the enforcement of any provision of this Agreement.

12.2 It is provided that no conferences and meetings between the employees and the Union representatives shall in any way stop, hamper or obstruct normal flow of work.

12.3 It is understood that contract negotiation meetings with employee representatives present shall be held other than regular working hours, unless changed by mutual agreement.

## ARTICLE 13 - WAGES AND OVERTIME

13.1 Effective January 1, 2024 the wage and salary matrix shall reflect an across the board increase of five (5%) percent.

Effective January 1, 2025 the wage and salary matrix shall reflect an across the board increase of four and one half (4.5%) percent.

Part-time employees will advance to the next wage level after 24 months of service.

13.2 The Board of County Commissioners or their authorized representatives agree to meet with the Union Negotiations Committee beginning no later than one hundred twenty (120) days prior to the expiration date of this Agreement, to negotiate wage and fringe benefit adjustments.

13.3 When, and if, from time to time, the Employer establishes a new job, changes the duties, content or rate of pay of a job, the Employer will establish the classification and/or rate of pay. After a trial period of thirty (30) to ninety (90) days, if the Union disagrees with the established rate of pay, the Job Evaluation Committee will be convened and this committee will set the rate of pay following the established evaluation system. The evaluation committee will be composed of three (3) members of management, and three (3) representatives of the Union. Classification, rates and job descriptions established by the committee will become a part of the Agreement between the Employer and the Union as of the date the Committee reports its decision. If the committee cannot agree upon a classification rate of pay, or job description, the Employer will establish an appropriate classification, job description, and/or rate of pay taking into consideration the suggestions of both the Employer and Union members of the job evaluation committee. The classification, job description and/or rate of pay so established will be an Employer determination and be subject to the grievance procedure.

13.4 Employees required to appear before a court or other public body on their off-duty time on a matter related to their work and in which they are personally involved as a plaintiff or defendant, shall be compensated at the rate of one and one-half (1-1/2) their regular hourly rate with a minimum of three (3) hours overtime pay.

13.5 Any employee called to work outside his/her regular shift shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or the rate of time and one-half (1-1/2) his/her regular rate for all hours worked, whichever is greater. (All call-out pay is to be authorized by the Director or his/her designee.)

13.6 Standby time, if authorized by the Director, shall be paid to the employee in accordance with the Fair Labor Standards Act for each hour required to be on standby.

Definition: Standby - That period of time that an employee of this Department is required to standby at a given location for a specific time period ready to respond to duty in a sober and ready condition. Employees' activities will be severely restricted.

Employees who are required to comply with this section are actually on payroll for that period of time they are required to stand by. Their rate of pay for that time is one-third (1/3) their normal rate of pay.

13.7 All work performed by an employee beyond his/her regular scheduled forty (40) hour workweek shall be compensated in accordance with the Fair Labor Standards Act.

It is agreed by the parties that, by mutual agreement, the employee may be granted compensatory time off in lieu of overtime pay where such has been earned. Comp time shall be used within the same quarter in which it was earned when reasonably possible, but shall not be carried over more than one additional quarter.

Compensatory time is understood to be scheduled as mutually agreed between the employee and Employer, provided that such scheduling does not work to the detriment of the services performed by the Department.

13.8 The term, longevity, means uninterrupted, satisfactory service with Pend Oreille County.

13.9 Qualified employees shall be eligible for "longevity pay" based on their continuous years of service as follows:

5 years to less than 10	\$35.00 per month
10 years to less than 15	\$75.00 per month
15 years to less than 20	\$120.00 per month
20 years to less than 25	\$170.00 per month
25 + years	\$225.00 per month

If the anniversary date falls between the first and the fifteenth of the month, longevity will be paid in that month. If the anniversary date falls after the fifteenth of the month, longevity will be effective the first of the following month. Longevity shall be payable to only benefit-eligible employees.

It is mutually understood that longevity pay is a flat amount per month, and shall not be used in the calculation of any hourly or overtime rates of pay.

13.10. Pay periods are semimonthly. Employees are paid on the 10<sup>th</sup> and the 25<sup>th</sup> of the month. If a payday falls on a weekend or courthouse holiday, paychecks will be available on the last workday preceding the normal payday. Time worked from the 1<sup>st</sup> of the month through the 15<sup>th</sup> of the month will be paid on the 25<sup>th</sup> of the month. Time worked from the 16<sup>th</sup> of the month through the end of the month will be paid on the 10<sup>th</sup> of the following month.

## ARTICLE 14 - HOLIDAYS

14.1 The following days shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday (3rd Monday in January), President's Day (nationally observed day), Memorial Day (nationally observed day), Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

14. Members can be assigned to traditional Monday through Friday work schedules. The parties agree that any employee assigned to such a schedule shall follow the traditional past practice of observing the holidays in the following manner:

- 1) When the holiday occurs during a weekday, that day shall be recognized as the holiday.
- 2) When the holiday occurs on Saturday, Friday shall be observed.
- 3) When the holiday occurs on Sunday, Monday shall be observed.

14.2 Employees shall receive three (3) floating holidays to be used during the calendar year, and may not be carried into the next calendar year if unused.

14.2.1 New Employee with a date of hire between January 1 and March 31: Three (3) floating holidays during the calendar year.

New Employee with a date of hire between April 1 and June 30: Two (2) floating holidays during the calendar year.

New Employee with a date of hire on or after July 1: One (1) floating holiday during the calendar year.

14.3 Whenever an employee works on any of the above mentioned holidays, he/she shall receive eight (8) hours pay when working an eight (8) hour shift or ten (10) hours pay when working a ten (10) hour shift, plus one and one-half (1-1/2) time his/her hourly rate for hours worked.

14.3.1 If the employee is not required to work a scheduled holiday, he/she shall be paid for the number of shift hours he/she normally would have worked at the applicable rate of pay.

14.4 If a designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay in addition to his regular pay.

14.5 Employees will receive no holiday pay under the following circumstances:

- a) If the employee is scheduled to work on a holiday and fails to report;
- b) If the employee is absent on his last scheduled workday prior to or the first scheduled workday following the holiday and said absence is unexcused;

- c) If an employee is on leave of absence without pay.

14.6 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the holiday pay that the total number of hours of employment bears to the total number of hours required for full-time employment.

#### ARTICLE 15 - VACATIONS

15.1 Regular employees shall be eligible for paid vacation after six (6) months' continuous service with the Employer. Employees shall start to earn vacation allowance as of their date of hire.

15.2 Vacation allowance shall be earned annually based on the following schedule:

- a) 1 day per month for all employees having less than five (5) years of service.
- b) 1.25 days per month for all employees having at least five (5) years of service but less than ten (10) years of service.
- c) 1.5 days per month for all employees having at least ten (10) years of service but less than fifteen (15) years of service.
- d) 1.75 days per month for all employees having at least fifteen (15) years of service but less than twenty (20) years of service
- e) 2 days per month for all employees having twenty (20) years of service or more.

15.3 Vacations shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. The employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

15.4 Vacations may be accumulated to a total of twice the amount earned annually or to a maximum amount of two hundred fifty-four (254) hours whichever is the greater. Any vacation accumulated beyond this limit will be forfeited at the end of each calendar year, unless the employee is asked to defer his/her vacation because of work schedules, in which case the vacation shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken except at the time of severance from County employment as hereinafter provided.

At no time, for purposes of retirement may an employee receive compensation for more than two hundred forty (240) hours of accumulated annual leave. It is the responsibility of the employee to be alert to his/her accumulated leave and to utilize such accumulated leave as necessary to prevent loss. Annual leave pay shall be compensated at the employee's straight hourly rate.

All accumulated annual leave shall be paid to an employee when he/she leaves the

employment of the County for any reason, provided he/she has completed six (6) months of employment. In the case of death, all accrued annual leave shall be paid to the estate of the employee. All payments for unused annual leave will be based on the employee's salary or rate of pay at the time of separation or death.

15.5 Employer reserves the right to limit the numbers of employees on leave at one time.

15.6 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended eight (8) hours if the employee is assigned to an eight-hour shift, or ten (10) hours if the employee is assigned to a ten-hour shift.

15.7 Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his/her vacation shall be compensated in cash for unused vacation and compensatory time he/she has accumulated at the time of separation; provided, however, that employees who have not completed their probationary period are not eligible for such compensation.

15.8 The rate of vacation pay and comp time shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's annual leave period.

15.9 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

15.10 Commencing December 1 of each year, vacation bids will be open for the following calendar year. Vacation bids will open with the senior employee in each classification. He/she and succeeding employees, by seniority, will be allotted a maximum of three (3) days each to complete his/her bidding.

Each employee shall be allowed to take at least three (3) weeks of accrued vacation time, two weeks of which may be taken consecutively. Vacation time can be taken at any time by mutual agreement depending on the service requirements of the Department. The first two weeks shall be granted according to seniority within the classification.

#### ARTICLE 16 – SICK LEAVE

16.1 Employees will be entitled to use paid sick leave after ninety (90) continuous days of employment. Sick leave shall be earned at the rate of eight (8) hours for each month of employment. A maximum of nine hundred sixty (960) hours sick leave may be carried over at the end of each calendar year.

16.2 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by

the State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the three (3) days shall be credited to Pend Oreille County from money due the employee in the next payroll period and the three (3) days sick leave shall be credited back to the employee's sick leave bank. The prorated part of sick leave as determined by the ratio of regular sick leave and State Industrial shall be charged to the employee as time off the job.

16.3 Sick leave may be taken for any reasons permitted by the State Law: Immediate family member shall be defined as: a child who is either under age 18, or age 18 or older and who is incapable of self-care because of a mental or physical disability; or a spouse, parent, parent-in-law, or grandparent of the employee, or such other person(s) as provided for in federal or state law, and household dependents who have held continuous, uninterrupted residency in the employee's household for a minimum of one (1) year. The total amount of sick leave which has been accumulated by the employee may be taken, if required.

16.4 Upon separation from employment due to death or retirement, eligible employees or their estates, will be compensated at their current rate of pay for one-third (1/3) of all accrued sick leave, to a maximum of four hundred (400) hours.

16.5 Time used for sick leave shall be deducted from the employee's sick leave bank, subject to the following conditions:

16.5.1 Holiday pay and sick leave pay shall not be pyramided. Sick leave shall be charged on an hourly basis.

16.5.2 If the employee is on sick leave three (3) consecutive days or over the Employer may require reasonable proof that such time off was taken for the purpose of sick leave to support the claim for compensation. The Director must be notified as soon as possible in the event that sick leave in excess of five (5) days occurs or is anticipated.

16.5.3 The days off for which compensation is sought must fall within the employee's regularly scheduled work week and no compensation is payable if such days off fall on or during days of rest, holidays, vacation, leave of absence or layoff.

16.5.4 Pay for each compensable day shall be for the scheduled hours missed at the employee's regular, hourly base rate.

#### ARTICLE 17 - FUNERAL LEAVE

17.1 In the event of the death of a member of the immediate family, the full-time employee shall be entitled to such time off work without loss of pay, not to exceed three (3) days to attend the funeral of a member of the immediate family. An additional two (2) days may be allowed, to be deducted from the employee's accrued sick leave. The immediate family shall consist of: Husband, wife, parent, brother, sister, grandparents, children or grandchildren; spouse's parents, brother, sister, grandparents, children, grandchildren, or a more distant relative if living as a member of the employee's immediate household. Additional time off may be allowed where

long distance travel is necessary. Such additional time off is subject to the approval of the employee's supervisor.

For non-family-member deaths, up to three (3) days, deductible from sick leave, may be allowed by the employee's supervisor, to attend funeral services. Additional time off without pay may be allowed by the employee's supervisor, or such additional time may be approved by the employee's supervisor and deducted from the employee's vacation accrual.

#### ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

18.1 Employees may be eligible for leaves of absence without pay after one (1) year of service with the Employer.

18.2 Any request for a leave of absence shall be submitted in writing by the employee to the Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The period for the leave of absence may be up to six (6) months, with one six (6) months extension available with approval of the Director and the County Commissioners.

Any request for a leave of absence shall be answered promptly and in writing.

Failure of an employee to report to work as scheduled following expiration or cancellation of a leave shall be considered job abandonment and a voluntary resignation.

#### ARTICLE 19 - MEDICAL PLAN

19.1 The Employer agrees to offer eligible members of the bargaining group medical programs. Effective January 1, 2024 there shall be a cap of one thousand dollars (\$1,000) on the Employer's contribution for employee medical coverage. The difference, if any, between the employee's premium rate and the Employer's one thousand dollars (\$1,000) contribution may apply to dependent coverage or VEBA account.

Effective January 1, 2025 there will be a 50%-50% cost share on premium increases. The County cost share shall be limited to a maximum of \$25.00 increase in monthly contribution in any year.

19.1.1 The parties agree that any employee opting out of the health insurance offered by the County, will be eligible for 50% of the County's contribution amount paid directly to the employee's VEBA account.

19.2 The County shall provide Life Insurance in the amount of \$15,000 and Accidental Death and Dismemberment coverage in the face amount of \$25,000 for each member covered by this Agreement.



## ARTICLE 20 - JURY DUTY

20.1 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

20.2 Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

The provisions of this article shall not apply to any employee who, on a voluntary basis, elects to perform jury duty service.

## ARTICLE 21 - WORK RULES

21.1 All existing work rules shall be reduced to writing within sixty (60) days of signing this Agreement and posted prominently in an area easily accessible to all employees. A copy will be provided to the Union.

21.2 New work rules and revisions in existing work rules shall be posted on the bulletin board for a period of ten (10) consecutive days before becoming effective, except in emergency situations.

21.3 Should the Union question the appropriateness of any work rule, either present or future, it shall voice its objection to the work rule and request the Employer make adjustments accordingly.

21.4 Any unresolved complaint as to the appropriateness of any new or existing work rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

21.5 Employees shall comply with all existing reasonable rules that are not in conflict with the term of this Agreement, provided the rules are uniformly applied and uniformly enforced.

## ARTICLE 22 - SAVINGS CLAUSE

22.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## ARTICLE 23 - LABOR-MANAGEMENT MEETINGS

23.1 It is agreed that the parties to this Working Agreement may confer at least quarterly relative to matters of mutual concern. More frequent meetings may be held by mutual agreement of the parties to the Working Agreement.

23.2 Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either committee. No more than five (5) persons shall represent either side, unless mutually agreed otherwise.

23.3 Meetings shall be conducted outside regular business hours, provided that meetings may be conducted during regular business hours by mutual agreement between the parties.

23.4 All participants have the right to utilize the services of consultants in labor-management meetings called under the provisions of this Article.

#### ARTICLE 24 - DURATION

24.1 This Agreement shall become effective January 1, 2024, through December 31, 2025. Negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


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.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18 day of March, 2024.


TEAMSTERS UNION, LOCAL 690

COUNTY COMMISSIONERS

  
Larry Kroetch - Secretary-Treasurer

  
Robert Rosencrantz - Chair

  
Adam Jackson - Business Representative

  
John Gentle - Vice-Chair

  
Brian Smiley - Member

OTHER REQUIREMENTS:

Years of service shall mean years of full-time service.

A year of service for regular part-time employees shall require two thousand eighty (2080) hours.

Year of service relates to one classification only.

Specialty areas are part of current duties.

All full time personnel who are required by the administration to train others in an identified mandatory department training program shall be eligible to receive a five (5) percent premium based on their base hourly rate of pay for any workday in which scheduled training occurs subject to; if training is less than four (4) hours in duration the trainer shall receive four (4) hours premium pay; if more than four (4) hours in duration, the trainer shall receive eight (8) hours pay. This includes approved classroom training and does not include training to orient employees to new or different tasks/duties.

## APPENDIX "A"

### SEXUAL HARASSMENT

(To be incorporated into County Personnel Policies)

It is illegal and against the Employer's policy for any worker, male or female, to harass another worker by making unwelcome sexual advances or favors or other verbal or physical conduct as a basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile or offensive environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments on a worker's sexual preferences or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. The County will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

The County will not condone any sexual harassment of its employees. All workers, including supervisory employees, will be subject to severe discipline up to and including discharge, for any act of sexual harassment they commit.

Employees who feel victimized by sexual harassment should report the harassment to their supervisor immediately. If the worker's immediate supervisor is the source of the alleged harassment, the employee should report the problem to the supervisor's superior.

Supervisors and managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. Both the complaint and the investigative steps and findings should be documented as thoroughly as possible.

Employees who are dissatisfied with the investigating manager's resolution of a sexual harassment complaint may file a complaint with the Board of County Commissioners. No employee will be subject to any form of retaliation or discipline for pursuing a bona fide sexual harassment complaint.

### DRUG AND ALCOHOL POLICY

An employee whose conduct indicates that he/she is not in a physical or mental condition that would permit the employee to perform in a job safely or efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body.

a) A supervisor must have reasonable suspicion to believe that the employee is under the influence of or affected by alcohol or drugs. Reasonable suspicion includes, but is not limited

to, abnormal coordination, appearance, behavior, speech or odor, unusual work performance or attendance problems.

b) If two management employees are on the premises, the reasonable suspicion for testing must be confirmed by another member of management wherever practicable. If only one is on the premises, the supervisor must make a good faith effort to confirm his/her reasons for testing with another member of management by telephone prior to testing.

c) An accident for which there is no reasonable explanation will establish sufficient reason for testing the employee(s) involved. Employees who are the innocent party(s) of an accident will not be subject to testing unless the County has reasonable suspicion the employee has violated this Policy.

Failure to submit to a test will be sufficient reason for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the Collective Bargaining Agreement.

The County shall select reputable facilities for drug or alcohol testing and such testing shall be performed at County expense. The facility for such testing shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the name and address of the testing facility and such testing facility shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the testing facilities' names, addresses and credentials if requested.

Employee representatives and/or the employee will have the opportunity to review the testing procedure.

All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or an equally reliable test if same becomes reasonably available.

The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed in such testing and the test facility must meet accepted standards of the industry, and such facility must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The County will be provided with the testing facilities' names, addresses and credentials if requested. An employee may request the independent test by notifying the County in writing within twenty-four hours after the day the employee is informed of the test results. The test results will be kept confidential and will be available only to designated Employer representatives, designated Union representatives, or designated legal representatives.

None of the testing procedures are intended to be in violation of the law, and, if found to be invalid by a court of competent jurisdiction, they shall be eliminated or amended to comply

with current Washington State Court decisions, and the remaining language of this policy shall remain in full force and effect.

When the County has reasonable suspicion to believe that an employee is violating any aspect of this policy, he/she may be required by the County to submit at any time, including breaks and lunch periods, to a search of his/her person and/or to make his/her locker, lunch box, purse, briefcase, pockets, personal belongings, desk, vehicles, or any other receptacle he or she uses or has access to available for inspection. Entry on County or assigned work areas constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the County constitutes insubordination and a violation of County policy, and is therefore subject to immediate disciplinary action, which may be termination.

New hires and rehires may be required to take urine or other drug or alcohol tests and to agree in writing to allow the result of such tests to be furnished to and used by the County. Persons who refuse to agree in writing, or who fail such tests shall not be employed.

Other actions, such as notification to and involvement of law enforcement agencies, may be taken in regard to any employee suspected of violating this policy, at the County's discretion as it deems appropriate.

Employees must, as a condition of employment, abide by the terms of this drug and alcohol policy and report any conviction under a criminal drug statute for violations occurring on or off County premises while conducting County business. A report of a conviction must be made within five (5) days after the conviction. Failure to report a conviction within the five (5) day period may result in disciplinary action, including immediate termination.

## COMMUNICABLE DISEASES POLICY

The County recognizes that many employees with life-threatening diseases desire to lead normal lives, which includes working as long as their health permits. Employees are encouraged to continue working as long as they are able to perform their full and complete duties and their illness presents no threat to themselves, other employees, or customers.

Employees with life-threatening illnesses are entitled to the same employment benefits as are other County employees who have medical problems. The County will try to ensure that workers with life-threatening illnesses are provided with competent medical care and counseling where needed.

The County will attempt to supply pertinent medical information to supervisors and other employees when a co-worker has a life-threatening illness. Supervisors and other employees should be aware that continued employment for a worker who has a life-threatening illness may have a therapeutic value and contribute to the individual's remission or recovery process.

Managers and supervisors should remember that all medical records of employees are confidential.

The County reserves the right to require an employee to undergo a medical examination by a doctor chosen by the County whenever there is a question of an employee's fitness to work or where there is reason to fear that a worker's condition might pose safety or health hazards for other employees or customers.

The County will make reasonable job accommodations where necessary to assist employees with a life-threatening illness.

## **APPENDIX “B”**

### **Sick Leave Sharing**

Leave Sharing: The purpose of the program is to permit unclassified employees to donate a portion of their sick leave to a fellow unclassified employee who is unable to work due to suffering from an illness or injury, or the illness or injury of an immediate family member and is out of sick leave, vacation leave, floating holiday and compensatory time, and will imminently go on leave without pay. It is understood and agreed as follows:

#### **1. General**

- a. An employee may receive the leave sharing benefit from another unclassified employee conversely; an employee may donate to another employee.
- b. All sick leave donated under the Leave Sharing Program shall be by day. A day shall be considered eight (8) hours. No differentiation will be made between the salary level of the donor or recipient.
- c. There shall be no retroactive applications of donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. All donations to the leave sharing program shall be confidential and final.

#### **2. Eligibility to Receive Leave**

- a. An employee may receive donated leave if the employee, or an immediate family member, suffers from a severe or extraordinary illness which is caused, or is likely to cause, the employee to go on leave without pay.
- b. A request to receive the leave sharing benefit shall be submitted to the Human Resources Office on the “Sick Leave Share Request” form along with a note from the employee’s physician indicating that he/she is seriously ill, or is having surgery, and an estimated time he/she will be unavailable for work.
- c. Should an employee’s employment records indicate a consistent lack of more than five (5) days accumulated sick leave or a persistent pattern of using one or more sick leave days per month (without evidence of a chronic illness), the employee will not be able to receive shared sick leave.
- d. All requests to receive leave will be reviewed by a Review Team made up of three (3) County staff. The Review Team will be appointed by the Board of County Commissioners. The Review Team may deny leave sharing if there is a question of abuse of the program.
- e. An employee receiving a leave sharing benefit must have exhausted his or her sick leave, vacation leave, compensatory time, and floating holiday.
- f. An employee receiving a leave sharing benefit must have abided by the County’s policies regarding sick leave.



- g. Initial grants of shared leave shall be for a period of sixty (60) working days or less, unless there is clear and compelling information from a physician to the effect that the disability will last longer than sixty (60) working days. The ability of the employees to physically return to work must be determined by a qualified physician. No shared leave will be allowed for employees found to be physically unable to return to work. Should an employee require more shared leave, then the employee may petition for additional shared leave, but in no event more than a total of one hundred twenty (120) days of such leave during the course of his or her employment.
- h. The employee's position must be one in which sick leave can be accrued and used.
- i. The employee must be eligible to use sick leave pursuant to Personnel Policy Section 4.
- j. The employee must not be receiving Labor and Industries payments as a result of an on-the-job injury.

3. Leave Transference Process

- a. Employees wishing to donate sick leave shall send the Shared Sick Leave Donation Form to the Human Resources Office for processing.
- b. Employees wishing to receive sick leave shall send the Shared Sick Leave Request Form to the Human Resources Office for processing.

4. Donating Leave

- a. All donations shall be in full days. A full day is to consist of eight (8) hours. An employee may donate a maximum of ten (10) days of sick leave in a calendar year.
- b. Donations of sick leave may not bring the donor's sick leave balance below thirteen (13) days.
- c. All donations shall be strictly voluntary. The donor shall designate the recipient.
- d. The donor does not have the right to retract or take back donated leave.

## INDEX TO AGREEMENT

### I.T.S. Department

January 1, 2024 - DECEMBER 31, 2025

#### PAGE NO.

ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	PURPOSE.....	1
ARTICLE 3	UNION SECURITY.....	1
ARTICLE 4	MANAGEMENT RIGHTS .....	2
ARTICLE 5	NO STRIKE - NO LOCKOUT.....	3
ARTICLE 6	UNION/MANAGEMENT RELATIONS .....	3
ARTICLE 7	DISCIPLINE .....	3
ARTICLE 8	GRIEVANCE PROCEDURE.....	4
ARTICLE 9	SENIORITY .....	6
ARTICLE 10	WORKWEEK - WORKDAY.....	7
ARTICLE 11	NON-DISCRIMINATION.....	8
ARTICLE 12	UNION ACTIVITIES .....	8
ARTICLE 13	WAGES AND OVERTIME .....	9
ARTICLE 14	HOLIDAYS.....	11
ARTICLE 15	VACATIONS .....	12
ARTICLE 16	SICK LEAVE.....	13
ARTICLE 17	FUNERAL LEAVE .....	14
ARTICLE 18	LEAVE OF ABSENCE WITHOUT PAY .....	15
ARTICLE 19	MEDICAL PLAN .....	15
ARTICLE 20	JURY DUTY .....	16
ARTICLE 21	WORK RULES .....	16
ARTICLE 22	SAVINGS CLAUSE .....	16
ARTICLE 23	LABOR-MANAGEMENT MEETINGS .....	16
ARTICLE 24	DURATION .....	17
APPENDIX "A"	SEXUAL HARASSMENT, DRUG AND ALCOHOL POLICY, .....	19
	COMMUNICABLE DISEASES POLICY .....	22
APPENDIX "B"	SICK LEAVE SHARING.....	23