

**ORIGINAL**

**AGREEMENT**

**By and Between**

**OKANOGAN COUNTY**

**DEPARTMENT OF PUBLIC WORKS  
ROAD DIVISION**

**and**

**TEAMSTERS LOCAL UNION NO. 760**

**January 1, 2023**

**to**

**December 31, 2025**

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This Agreement is made pursuant to the Provisions of RCW 41.56 by and between the Board of County Commissioners of Okanogan County, hereinafter referred to as "County"; and Teamsters Local Union No. 760, hereinafter referred to as "Union".

### **ARTICLE 1- PURPOSE**

- 1.1 The purpose of this Agreement is to achieve and maintain the highest possible efficiency of the Okanogan County, Department of Public Works, Road Division together with promoting harmonious relations between the County and the Union and to provide for the rights, well-being and security of the employees covered by this Agreement.
- 1.2 The employees in turn pledge themselves to render the County loyal and efficient service.

### **ARTICLE 2 - RECOGNITION**

- 2.1 The County hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees holding the positions set forth in Article 13, 13.2. Excluded from this bargaining unit are professional/technical and clerical employees, administrative employees, solid waste employees, supervisors and confidential employees as defined by statute, regulation and PERC case law.

### **ARTICLE 3 - DEFINITIONS**

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

Adjusted Date of Hire: The actual hire date with an adjustment made for any leave without pay or suspension without pay.

Anniversary Date: Date within a job classification (based upon promotion, demotion, or other change in job classification) adjusted by leaves without pay and suspension without pay listed below under continuous service.

Continuous Service: Services from the date of employment within this bargaining unit, unbroken by leave without pay or separation, except that time spent on military leave, Peace Corp duty, leave resulting from a job incurred injury, maternity leave, or authorized Family Medical Leave, all of which shall include continuous service. Time spent on all other types of authorized unpaid leave shall not count as part of continuous service; however, employees returning from such leave, or employees who are laid off, shall be entitled to credit for service prior to such leave.

Probationary Period: The employment of any newly hired employee in a position covered by this Agreement is considered to be on a trial basis and temporary until the newly hired employee serves a trial service period of six (6) months. The trial period may be extended up to an additional six (6) months; provided; however, such request is agreed upon in writing by the Union. Such agreed upon extension shall be determined on a case-by-case basis. During the trial service period, the employee is considered an at-will employee and may be terminated for any reason and shall have no recourse to the grievance/arbitration procedure.



For the purposes of this Agreement, the following definitions shall apply:

Administrative Officer: Okanogan County Director of Public Works and/or County Engineer.

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 Subject to the express terms and conditions of the Agreement, all of management's inherent rights, powers, authority and functions shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management and operation of the County affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the equipment to be utilized, the process and procedures to be followed; the right to contract or subcontract work; the right to make and enforce reasonable work rules, regulations and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work, and the right to control the scheduling of such work; the right to determine the number of employees and the direction of the working forces; the right to hire, select and train, discipline, suspend, discharge for cause, assign, promote, retire and transfer its employees. Nothing in this clause is intended to abridge provisions provided elsewhere in this Agreement.
- 4.2 The County shall have no obligation to negotiate with the Union with respect to any decision, in the exercise of its discretion, regarding the below listed subjects. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the terms of this Agreement. Without limitation, the parties agree the following examples are within the exclusive prerogatives, functions and rights of the County:
1. to establish the qualifications for employment and to employ employees;
  2. to determine the mission policy and set forth all standards of service offered to the public by the County and the Union;
  3. to determine the means and methods needed to carry out departmental operations and service;
  4. to introduce equipment and facilities;
  5. to take whatever action is necessary to carry out the mission of the County in emergencies;
  6. to determine the department budget.
- 4.3 The Employer and Union agree that in the event the Employer intends to subcontract or contract out work of the bargaining unit, the Employer agrees to provide notice to the Union. The Union agrees notice to bargain shall not prevent the implementation of contracting out work and/or elimination of positions and layoff, provided the Employer gives at least 30 days' notice and meets with the Union during the 30-day notice period.



- 4.4 The Employer and Union agree that in the following cases, supervisory personnel have the right to perform limited bargaining unit work:
- 4.4.1 For the purpose of training bargaining unit personnel.
  - 4.4.2 After other reasonable and practical options have been exhausted (e.g., use of full-time employees temporarily transferring from one area to another or use of temporary employees).
  - 4.4.3 For emergencies or based on time and/or budget constraints that would prevent hiring additional employees.
  - 4.4.4 For the purpose of accomplishing additional work if equipment is not or will not be used by bargaining unit personnel.
- 4.5 Supervisory personnel may not perform bargaining unit work for the sole purpose of reducing or eliminating overtime.
- 4.6 The Employer and the Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

#### **ARTICLE 5 - UNION MEMBERSHIP**

- 5.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 5.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 5.3 The Union and a non-member employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 5.4 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.
- 5.5 The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive

bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

- a) Access to the new employee occurs within ninety days of the employee's start date within the bargaining unit and,
- b) the access is for no less than thirty minutes; and
- c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
- d) Nothing in this section prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.
- e) There shall be no soliciting of employees for Union membership, outside of a designated new member orientation, and any employee who does so shall be subject to disciplinary action, including dismissal.

#### **ARTICLE 6 - NON-DISCRIMINATION**

- 6.1 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 or the presence of any physical, mental or sensory handicap unless based on a bona fide occupational qualification. The Union and the Employer shall share equal responsibility of applying this Article of the Agreement.
- 6.2 No employee covered by this Agreement shall be discriminated against because of his membership in the Union or lack thereof or activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the County's operations. The Union recognizes its responsibility to represent members of the bargaining unit without discrimination, interference, restraint, or coercion.

#### **ARTICLE 7 - PERSONNEL RECORDS**

7.1 Performance appraisals, records of physical examinations and like records maintained in an employee's individual personnel file kept by the employer shall be available for inspection and review by the following persons only: the Board of Commissioners; the employing department head; the EEOI Officer; supervisors required to evaluate performance; the Prosecuting Attorney in anticipation of, or during litigation involving the employer; and the individual employee.

7.2 Upon request, an employee or former employee may inspect and/or obtain copies of the employee's personnel file. Upon the signing of a release, an employee or former employee may have copies of the employee's personnel file provided directly by the Employer to other employing entities or third parties. Information in the employee's/former employee's personnel file may not be inspected nor copies provided to third persons to the extent that disclosure would violate their right to privacy unless required by law.



## ARTICLE 8 - UNION/MANAGEMENT RELATIONS

- 8.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and Board or their authorized representative.
- 8.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the Union and the Board of County Commissioners.
- 8.3 The authorized and credentialed representatives of the Union shall be permitted admission to the County's premises at any time for the purpose of observing conditions on the job; provided, however, that no interference with the work of the employees or the proper operation of the County shall result.
- 8.4 The Union appointed steward will be allowed to perform their normal responsibilities and duties during normal working hours as long as it does not result in stoppage of work or conflict.
- 8.5 Neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.
- 8.6 Any employee authorizing, engaging in, recognizing, or assisting any strike, slowdown, picketing or other concerted interference against the Employer, or who refuses to perform services duly assigned to the employee, shall be subject to immediate dismissal.
- 8.7 No lockout of employees shall be instituted by the County during the term of this Agreement.

## ARTICLE 9 - GRIEVANCES

### 9.1 GRIEVANCE DEFINED:

A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits for processing a grievance pursuant to this Grievance Procedure may be extended only by mutual written consent of the parties hereto. Any day referenced in this article shall be understood by both parties to mean "**calendar**" days.

#### Step One: Immediate Supervisor

The grievance in the first instance will be presented to the Immediate Supervisor, either orally or in writing, within ten (10) days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One. The Union may, at the employee's request, represent the employee throughout the grievance procedure.



#### Step Two: Department Head (Grievances filed by Union commence at Step Two)

If the Immediate Supervisor does not adjust the grievance to the complainant's satisfaction within ten (10) days from the time the grievance was submitted in Step One, then the grievance may be presented to the Department Head or designated representative within ten (10) days after the Immediate Supervisor's response was due. The grievance shall be presented to the Department Head or designated representative in writing, setting forth detailed facts concerning the nature of the grievance. Upon receipt of the written grievance, the Department Head or designated representative shall, within ten (10) days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within ten (10) days after such meeting, the Department Head or designated representative shall send to the Union a written answer stating the Employer's decision concerning the grievance.

#### Step Three: Human Resources Coordinator

If the Department Head does not adjust the grievance to the complainant's satisfaction within ten (10) days from the time the grievance was submitted in Step Two, then the grievance may be presented to the County Human Resources Coordinator or his designated representative within ten (10) days after the Department Head response was due. The grievance shall be presented to the County Human Resources Coordinator or his designated representative in writing, setting forth detailed facts concerning the nature of the grievance. Upon receipt of the written grievance, the County Human Resources Coordinator or his designated representative shall, within ten (10) days, meet with the Secretary/Treasurer or his designee of the Union in an attempt to resolve the grievance.

#### Step Four: Arbitration

If the Union after completing the grievance procedure outlined herein still believes the grievance has not been dealt with justly, the Union may request independent arbitration of the matter. Any grievance involving a dispute with respect to the application, meaning or interpretation of this Agreement may be submitted to arbitration in the following manner. If arbitration is desired by the Union and/or the Board of County Commissioners, the arbitrator shall be appointed by agreement between the arbitrating parties. If the parties are unable to agree upon an arbitrator within ten (10) days after they meet to determine such an appointee, either party may request the Washington State Public Employment Relations Commission to provide a list of five (5) arbitrators. The representatives of the Employer and the Union shall alternatively eliminate the name of one (1) person on the list until only (1) remains. The person whose name was not eliminated shall be the arbitrator.

It shall be the duty of the arbitrator to represent the public interest in reviewing appeals; only after all other grievance procedures have been exhausted. During such review, both the Union and the Employer shall have the right to be heard, and to present evidentiary facts. At the hearing of such appeals or grievances technical rules of evidence shall not apply.

In conducting the hearing, the arbitrator has the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and

question witnesses. It shall be the duty of the arbitrator, at the conclusion of the hearing, to forward his findings concerning the appeal to the Board of County Commissioners and the Union. The findings of the arbitrator shall be certified in writing to the Board of County Commissioners and shall be forthwith enforced.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the County which is beyond its jurisdiction nor shall the decision have the authority to amend, alter or modify this Agreement and its terms shall be limited to the interpretation and application of this Agreement. The expenses of the arbitrator will be borne equally by the parties hereto.

Each party will bear all of its own costs inclusive of attorney's fees necessary to present the party's case to arbitration.

#### **ARTICLE 10 - DUES DEDUCTION**

- 10.1 Pursuant to RCW 41.56.110, the County agrees to deduct once each month Union dues from the pay of those employees who individually authorize voluntarily in writing, that such deductions be made. This authorization shall apply to monthly dues and initiation fees only. The amounts to be deducted shall be certified to the County by the Treasurer of the Union.

The County shall make deductions for the current month's dues only and shall not be responsible for the collection of any dues that may be in arrears. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby.

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

#### **ARTICLE 11 - SENIORITY**

- 11.1 Seniority shall mean an employee's continuous length of service within the Public Works Department from the adjusted date of hire. Seniority shall not apply until the employee has completed the probationary period as defined in Article 3. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the adjusted date of hire.
- 11.2 Seniority shall be a determining factor in layoffs, and recall from layoffs, provided such factors as skill and ability, experience, performance and quality of work are considered equal in the opinion of the County.
- 11.3 Seniority shall terminate upon discharge, resignation, retirement, twelve (12) consecutive months of layoff, or twelve (12) consecutive months of medical leave due to on or off the job injury or accident, and for unexcused absences of three (3) or more days in duration.



- 11.4 In the event a job opening occurs or a new job is created, and the County chooses to fill the position, the County shall post such opening in all divisions of the Public Works Department and may publicly advertise for the position. This position shall remain posted for a period of five (5) working days. The County will select the most qualified applicant to fill the vacancy by first giving consideration to senior employees in the bargaining unit who the County determines are qualified and able to perform the work to fill the vacancy. Any vacancy created by a current employee filling a posted opening shall be filled at the discretion of the County. If a job is posted, the job opening shall be filled within sixty (60) calendar days. Seniority employees who meet the minimum qualifications are guaranteed an interview. Any vacancy created by a current employee filling a posted opening shall be filled at the discretion of the County. If a job is posted, the job opening shall be filled within sixty (60) calendar days.
- 11.4.1 In the event an employee accepts a job change and in spite of the conscientious efforts, fails to meet job standards within six (6) months or decides he/she does not want to continue in the position, within three (3) months he/she will revert to their former position without prejudice on the part of either party.

## **ARTICLE 12 - HOURS OF WORK**

- 12.1 The normal workweek shall consist of five (5) consecutive eight (8) hour days of work, Monday through Friday, or four (4) consecutive ten (10) hour days of work, Monday through Thursday, each forty (40) hours per week at the discretion of the Director. The four (4) or five (5) day schedule may be adjusted with majority vote of the bargaining unit and concurrence by the Director of Public Works. Work hours may be adjusted to coincide with daylight hours to maximize work efficiency. Except in cases of an emergency, or to meet unusual workloads, a minimum of two (2) weeks' notice will be given prior to any change in work schedule. An unpaid duty-free lunch period of one-half (1/2) hour shall be taken during the middle of the workday. The County retains the right to determine and change working schedules when necessary to meet the needs of the County.
- 12.2 Employees regularly reporting to an area shop will report to such area shop at starting time and shall travel on the Employer's time to and from the work site. All employees covered by this agreement shall be paid for all time spent in service to the Employer and the Employer will not allow employees to work prior to their scheduled start time without prior approval and without appropriate compensation.
- 12.3 If an employee is required to work on Saturday, Sunday or overtime, the employee shall be compensated for such work at one and one-half (1 ½) times the straight time rate of pay for all hours worked. In computing the hourly rate of pay, the hourly rate shall be determined by dividing the employee's annual salary by two thousand and eighty (2,080) hours.
- 12.4 A minimum of three (3) hours will be paid on any call out that is for work to be performed separate and apart from assigned work shift hours.



- 12.5 Employees called to work early shall work a minimum shift of ten (10) hours, provided the workload justifies working the longer hours. The employee has the option to leave the job site after working eight (8) hours if the workload permits, with approval of the immediate supervisor.
- 12.6 Sick Leave is excluded from hours of work for overtime purposes.
- 12.7 It is intended that overtime be distributed reasonably and equitably between employees consistent with considerations of qualifications, availability, and job location. The parties recognize the Employer has the final discretion to make overtime assignments.
- 12.8 Compensatory or overtime time shall be accrued at the rate of time and one-half (1-1/2) for hours worked above the daily shift described in Section 12.1. No employee may accumulate more than forty (40) hours of compensatory time. Compensatory time may be carried over from one calendar year to the next; provided, however, any compensatory time denied by the Public Works Director, Maintenance Manager, or Area Supervisor due to operational necessities may, at the discretion of the Public Works Director, Maintenance Manager, or Area Supervisor, either be paid off, in full or part, or be carried over to the next calendar year.
- 12.9 Compensatory time may only be used when approved by the Public Works Director, Maintenance Manager, or Area Supervisor, and may be used in lieu of vacation days. If the maximum amount of vacation time is accrued, vacation time shall be used prior to the use of compensatory time. For record keeping and accountability purposes compensatory time accrued or taken shall be recorded on the employee's monthly time sheet.

### **ARTICLE 13 – CLASSIFICATION AND RATES OF PAY**

- 13.1 The rates of pay for the various classifications will be based on the length of service from the anniversary date.

13.2

#### **ROADS 2023-2025**

Grade	Job Title	Year 1	Year 2	Year 3	Year 4	Year 5
<b>2023 PAY CLASSIFICATION PLAN 5% per Step plus 5%</b>						
11	Service Person	2757	2895	3040	3192	3352
		15.9058	16.7019	17.5385	18.4154	19.3385
20	Truck Driver Apprentice	3496				
		20.1692				
22	M2 Truck Driver	3680	3864	4057	4260	4473
	Parts/Maintenance Tech	21.2308	22.2923	23.4058	24.5769	25.8058
	Traffic Control Crew					
24	M1 Operator	3864	4057	4260	4473	4697
	Traffic & Vegetation Control	22.2923	23.4058	24.5769	25.8058	27.0981
	Mechanic					
27	Mechanic II	4172	4380	4687	4921	5167

	Senior Parts Specialist	24.0692	25.2692	27.0404	28.3904	29.8096
28	Lead Person	4299	4514	4740	4977	5226
		24.8019	26.0423	27.3462	28.7135	30.1500

### 2024 PAY CLASSIFICATION PLAN 4%

11	Service Person	2867	3010	3160	3318	3484
		16.5404	17.3654	18.2308	19.1423	20.1000
20	Truck Driver Apprentice	3636				
		20.9769				
22	M2 Truck Driver	3827	4018	4219	4430	4652
	Parts/Maintenance Tech	22.0789	23.1808	24.3404	25.5577	26.8385
	Traffic Control Crew					
24	M1 Operator	4019	4220	4431	4653	4885
	Traffic & Vegetation Control	23.1865	24.3462	25.5635	26.8442	28.1827
	Mechanic					
27	Mechanic II	4338	4555	4783	5022	5273
	Senior Parts Specialist	25.0269	26.2789	27.5942	28.9731	30.4212
28	Lead Person	4471	4694	4929	5175	5434
		25.7942	27.0808	28.4365	29.8558	31.3500

### 2025 PAY CLASSIFICATION PLAN 4%

11	Service Person	2982	3131	3287	3451	3624
		17.2038	18.0635	18.9635	19.9096	20.9077
20	Truck Driver Apprentice	3781				
		21.8135				
22	M2 Truck Driver	3980	4179	4388	4607	4837
	Parts/Maintenance Tech	22.9615	24.1096	25.3154	26.5789	27.9058
	Traffic Control Crew					
24	M1 Operator	4180	4389	4608	4838	5080
	Traffic & Vegetation Control	24.1154	25.3212	26.5846	27.9115	29.3077
	Mechanic					
27	Mechanic II	4512	4738	4975	5224	5485
	Senior Parts Specialist	26.0308	27.3346	28.7019	30.1385	31.6442
28	Lead Person	4650	4883	5127	5383	5652
		26.8269	28.1712	29.5789	31.0558	32.6077

For contract years 2024 and 2025, in the event the August-to- August All items in West urban CPI-U be equal to or greater than 5.50% the parties agree to meet to re-negotiate wages for the following year.

13.3 Each job in the Public Works Department will receive a written job description. The job description will be as descriptive as possible of the responsibilities, equipment and tasks required of the job being performed. Each new employee will be given a copy of the employee's job description and shall sign and date the job description after the employee reviews the job description with the Department Head.

13.3.1 Equipment normally operated by employees in the Maintenance classifications are as follows:

M-2 Truck Driver

Trucks  
Shovels  
Brush Cutter  
Brooms

M-1 Operator

Grader  
Dozer  
Excavator  
Pugmill  
Chip Box  
Paver  
Loaders  
Rollers  
Mowers  
Backhoes  
Distributor  
Striper

Employees are not limited to operating these specific pieces of equipment.

13.4 It is understood and agreed that when an employee of the Okanogan County Public Works Department is assigned and directed to perform work in a higher classification, that employee will receive pay for the higher classification for the duration of the assignment.

If an employee, at the employee's option, requests or agrees to perform the work for training and experience, the higher rated pay will not be applicable.

This Agreement is not to be construed to mean the regular overlapping of work performed in the day-to-day operation of the County, by the employees in a composite crew environment.

Example: Supervisor directs truck driver to operate loader for the shift.

Answer: Higher rated pay would apply.

Example: Truck driver operates the loader to load the employee's own truck in a sand haul.

Answer: Higher rated pay would not apply.

### 13.5 Specialty Pay



13.5.1 Notwithstanding the provisions of Article 13.3 and 13.4, all employees operating the Distributor shall receive an additional four dollars (\$4.00) per hour for all hours worked on the Distributor.

13.5.2 The Weed and Sign classification shall receive an additional two dollars (\$2.00) per hour while using, cleaning, and performing maintenance on weed spraying equipment or paint striping work.

13.5.3 Mechanics performing work on the oil distribution or spray vehicles, excluding the cab, chassis, and drive train shall receive an additional two dollars (\$2.00) per hour for all hours worked on such equipment.

#### 13.6 Tools:

- A. Mechanics shall be required to provide their own necessary and usual hand tools for work in the course of their employment. Each mechanic shall provide a written inventory of their own personal tools and update that inventory yearly or as required by the employer.
- B. Mechanics personal tools which are damaged, broken or become worn beyond use while in the service to the County shall be replaced by the County, when not covered by active warranty. It will be the responsibility of the employee to replace any tool having an active warranty.
- C. The County agrees to provide, when required, specialty tools for use on County projects at no cost to the employees. Such tools are not those hand tools normally used day to day by a professional mechanic but are tools for use only on a specific piece or type of application. Specialty tools purchased by the County shall be identified as County tools and shall be the property of Okanogan County. Purchase of such specialty tools are at the discretion of the County based upon County needs.

13.7 Effective January 1, 2020, based on the employee's adjusted date of hire, employees will receive longevity pay in addition to their base rate of pay pursuant to the following schedule:

AFTER 7 Years' Service	AFTER 10 Years' Service	AFTER 15 Years' Service	AFTER 20 Years' Service
2.0%	2.5%	4.0%	4.5%

Longevity pay is based on the employee's regular base rate of pay and not cumulative.

### **ARTICLE 14 - PAY DAY**

14.1 Pay dates shall be the 15th of the month and the 30th of the month.

14.2 There shall be two (2) pay periods ending on the 5th and 20th respectively of each month.

- 14.3 If pay day falls on a weekend or holiday, pay day will be the last business day prior to the weekend or holiday.
- 14.4 All overtime worked in the pay period will be paid on the pay date following the pay period.

### **ARTICLE 15- HOLIDAYS**

- 15.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
*Juneteenth	June 19 <sup>th</sup> - see below
Independence Day	Friday after Thanksgiving Day
Labor Day	Christmas Day

\*For 2023- Juneteenth shall be observed on Monday, June 19<sup>th</sup>  
For 2024- Juneteenth shall be observed on Thursday, June 20<sup>th</sup>  
For 2025- Juneteenth shall be observed on Thursday, June 19<sup>th</sup>

And four (4) floating holidays, to be taken by the individual employee when the employee chooses, subject to the Commissioner Resolution 42.77 and any other day that is proclaimed a legal holiday by the Governor of the State of Washington.

- 15.2 Employees shall receive one (1) day's pay for each of the recognized holidays on which they perform no work. Whenever a recognized holiday falls on a regular non-workday, the nearest regular working day shall be observed as the holiday.
- 15.3 Any employee required to work on a holiday shall receive holiday pay at straight time plus time and one half (1-1/2) for all hours actually worked on such holiday.

### **ARTICLE 16 - LEAVE WITH PAY**

- 16.1 General Policies Governing Leave:

- A. Leave of absence whether with or without pay is not allowed unless authorized and confirmed in writing.
- B. Unauthorized leave is treated as absence without pay and may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive working days constitutes grounds for separation from the department.
- C. Leave with pay may be earned and taken only by regular and probationary employees.
- D. Records of attendance and absence which are kept by the Department will be such as to produce all information necessary to administer these policies and procedures.

- E. Employees who are absent during their assigned hours of duty are paid only for the purpose and to the extent provided in Sections that follow.

### **ARTICLE 17 - ANNUAL LEAVE**

- 17.1 Annual leave with full pay shall be granted each regular full-time employee who has been in the continuous employ of the Employer and to each part-time employee who has been employed on a regularly scheduled basis. Such leave shall be in addition to holidays.

- 17.2 Annual leave shall be earned on the following basis:

Months of Continuous Service	Years	Hours Earned Per Month	Hours Earned Per Year	Days Earned Per Year
0-12	1	8.00	96	12
13-24	2	8.66	104	13
25-60	3	9.33	112	14
61 - 84	5	10.00	120	15
85 - 120	7	10.66	128	16
121 - 180	10	12.00	144	18
181 - 240	15	14.00	168	21
241 - 300+	20+	16.00	192	24

- 17.3 Annual leave shall be earned on a monthly basis and will be granted on the first day of the following month.
- 17.4 Regularly scheduled part-time employees shall earn annual leave as set forth herein on a pro rata basis based upon the relationship between the number of hours of part-time employment to the total number of hours of full-time employment.
- 17.5 Regular full-time and regular part-time employees are eligible to take leave as earned on a discretionary basis with approval from immediate supervisor. Such requests shall not prevent a seniority employee from taking previously scheduled and approved leave.
- 17.6 Annual leave may be accumulated to a total of two hundred forty (240) hours. An employee with two hundred forty (240) hours of accumulated annual leave may take currently accrued annual leave, provided however employees may not carry over more than two hundred forty (240) hours of accumulated annual leave beyond December 31 of any given year provided further, no employee may have more than 240 hours of accumulated annual leave at retirement.
- 17.7 Annual leave shall be scheduled when it will not interfere with the work of the department.
- 17.8 Employees shall be compensated in cash for all accumulated unused annual leave upon separation from employment or retirement.



- 17.9 Under the provision of RCW 41.50.150, for retirement purposes annual leave payoff shall be limited to thirty (30) days maximum. No employee may receive cash for accumulated unused annual leave in excess of thirty (30) days.
- 17.10 Employees shall make an annual leave selection by March 1 of each year. Annual leave selected prior to March 1st of any year shall be on the basis of seniority subject to the County's right to determine the number of employees who may schedule a vacation during any particular week. Annual leave scheduled after March 1st shall be on a first come first serve basis subject to mutual agreement between parties.

### **ARTICLE 18 - SICK LEAVE**

18.1 Leave with pay, less the amount of any State Industrial Insurance time-loss payments, shall be granted to employees working on a regularly scheduled basis who are absent from work for any of the following reasons:

- a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- b) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care; and
- c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

18.1.1 For the use of paid sick leave for an employee's family member, family member is defined as:

- a) A child: including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- b) A parent; including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- c) A spouse, registered domestic partner, grandparent, grandchild, sibling, significant other (as defined by the County Personnel Manual), or any other person residing within the employee's household.

\*This list is not exhaustive for all authorized uses of sick leave under the law. Please refer to RCW 49.46.210.

18.2 Illness must be reported to the immediate supervisor at the beginning of any period of sick leave. Upon return to work an employee may submit a formal request for approval of leave so taken. Medical certification may be required for absences in excess of three (3) consecutive days; provided, however, the Employer may request medical certification in accordance with the law on the basis of abuse or patterns of abuse of sick leave usage.

18.3 Sick leave is earned at the rate of eight (8) hours for each complete month of service and is accumulative to a total of nine hundred sixty (960) hours. Any sick leave earned in excess of nine hundred sixty (960) hours will be paid to the Employee at the end of each year at the rate of twenty-five percent (25%) of the excess accrual but in no case less than one hundred dollars (\$100.00).

18.3.1 Upon Separation of employment (except for cause), any unused sick leave over seven hundred (700) hours may be cashed out at thirty percent (30%) of the normal salary rate times the number of hours.

18.4 All accumulated sick leave is canceled automatically when an employee separates from service but will be restored if the employee re-enters County employment within twelve (12) months following such separation or as otherwise in compliance with applicable, existing law(s).

18.5 Paid Family and Medical Leave- Beginning January 1<sup>st</sup>, 2019, premiums will be assessed for a statewide insurance program entitling employees up to 12 weeks of wage replacement when eligible and for qualifying situations such as caring for family members, bonding with new child, or the care for an employee's medical condition. The premium assessment for each employee will be 0.4% of the gross paycheck, with deductions starting January 1<sup>st</sup>, 2019.

\*Usage of the program can begin January 1<sup>st</sup>, 2020. Chapter 50A.04 RCW

## **ARTICLE 19- STATE INDUSTRIAL INSURANCE LAW**

This provision shall not conflict with the State Industrial Insurance law (RCW 51) relating to persons injured in the course of their work.

19.1 An employee injured on the job will be compensated by the Department of Labor and Industries in accordance with their rules and regulations and applicable State law, rules, and regulations.

19.2 Employees, when injured on the job, may elect to use any accumulated sick leave and/or annual leave time to receive their normal salary and benefits. Payments from the Department of Labor and Industries must be turned over to the County if the employee elects to use accumulated leave time. The payments turned over to the County will restore the accumulated leave credits in proportion to the amount of the payment. Sick leave pay shall be integrated with any health and welfare plan, income benefit, or State Workman's Temporary Disability Compensation schedule of benefits, so that the sum of the daily sick leave allowance hereunder, and the aforesaid Health and Welfare Plan, accident and sickness income benefit, or State Disability daily benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one (1) day. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of accumulated sick leave pay credits.



- 19.3 Whenever an employee is given a permanent and fixed disability rating, return to the job must be based on the same medical information which the employee used to obtain the award. Unless these medical facts are carefully considered, subsequent injuries or aggravations of the original injury can occur. If there is a position available, it is the policy of the County that an employee return to duties the employee can perform safely without undue risk or further injury to the employee or other employees.
- 19.4 The medical criteria presented to the disability board by the employee and the employee's doctor shall be obtained and utilized by the County and interpreted in terms of specific job restrictions and limitations. The County shall then interpret and apply such job restrictions and limitations to the specific physical requirements as to whether or not the employee shall:
1. Return to the employee's former position, if available;
  2. Transfer to some other position (if available) for which the employee is qualified, based upon physical ability and experience, if possible;
  3. Be terminated from employment subject to Section 20.4.

## **ARTICLE 20 - MILITARY, CIVIL AND OTHER LEAVE**

- 20.1 Jury Duty Leave. An employee called for jury duty shall receive regular county pay unless called on a normal day off. The employee will "sign over" any compensation (except mileage) paid for jury duty to the County, except the employee shall keep that portion of said compensation for jury duty served on a normal day off. If excused from jury duty on a County workday, the employee shall contact the employee's supervisor for work assignment.
- 20.2 Military Leave. Leave not to exceed twenty-one (21) calendar days in any one year, over and above annual leave, may be allowed for active training duty to an employee who is a member of the Washington National Guard or a Reserve Corps of the United States as authorized by RCW 38.40.060.
- 20.3 Witness Service. An employee subpoenaed as a witness in a court or administrative proceeding, whose testimony is job related, shall receive regular County pay for the time spent in serving as a witness, including service on days off. Said employee shall also receive reimbursement from the County for travel expenses incurred, except that the employee shall receive reimbursement for mileage traveled only where the employee is not able to receive reimbursement from the court or administrative body, or to the source, after "signing in" as a witness.
- 20.4 Declared Emergency - In the event of a declared emergency by Okanogan County, the County Engineer and/or Public Works Director may approve up to three (3) days of paid administrative leave for those employees whose real property is directly affected or is in danger.
- 20.4.1 Emergency/Natural Disaster. In the event of a natural disaster such as fire, earthquake, flood or other similar natural disaster event, employee may use up to three (3) days of sick leave to attend to emergency family needs. Additional leave may be taken as annual leave pursuant to Article 17, or as unpaid leave as provided in Article 20.5, subject to department head approval.



20.5 Leave of Absence Without Pay. Leave of absence without pay may be granted at the discretion of the department head. This leave shall be for non-medical, non-Family Medical Leave as described under Section 20.6.

Requests for leave of absence must be submitted in writing and approved by the department head at least five (5) working days in advance of the effective leave date, except when the employee is responding to an emergency due to a natural disaster wherein the employee shall provide as much prior notice as possible.

An employee on leave of absence shall not be eligible for accrual of sick leave, vacation, or holiday pay.

An employee on an authorized leave of absence is entitled to reinstatement to the employee's former position at the expiration of the employee's leave. If an employee is unable to work at the expiration of the authorized leave, due to inability to perform the job because the employee is disabled, the County may fill a disabled employee's position with a regular employee, subject to the following conditions.

- a) Prior to filling the disabled employee's position on a regular basis, the County shall determine through appropriate documentation the extent of the disabled employee's disability. If the County is unable to fill the position on a temporary basis or filling the position on a temporary basis would create an undue hardship to the County, the County may fill the position on a regular basis. In such case the disabled employee will be notified of termination of employment with a right of reinstatement as set forth in paragraph (b).
- b) The County shall maintain the name of the disabled employee in an employment pool. The former employee shall be required to maintain a written statement on file with the County of the desire to return to work, and provide current address, phone number and all current medical information regarding the former employee's ability to return to work and ability to perform work. Failure of the former employee to provide the above information may result in removal from the employment pool. Prior to removal from the employment pool, the former employee shall be sent a letter by certified mail at the last known address advising the former employee removal from the employment pool will result if appropriate information is not provided within twenty (20) days of the date of the letter. Subject to the provisions herein, the County shall continue to notify the former employee of job openings. Should the former employee qualify for an open position, such employee shall be provided the option of reinstatement to employment. This provision shall not be interpreted to require the County to create a position by the layoff of another employee or by any other method.

Medical, dental and vision coverage will be reinstated on the first day of the first full pay period the employee returns to work, provided however, that the employee shall notify the payroll department ten (10) working days before the date of return to work.

20.6 Bereavement Leave - When verified by employee's supervisor, each employee shall be allowed up to five (5) days of bereavement leave with pay for the death of a spouse, child, (including adopted,

foster, step, or child of employee standing in loco parentis) sibling(s), parent(s), stepparents, grandparents, grandchild, any in-law relation of the same, or any relative living in the employee's household. Additional bereavement, in the form of sick leave, may be taken at the discretion of the employee's supervisor on an individual basis.

## 20.7 Family and Medical Leave.

Under the terms of The Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a "rolling" twelve (12) month period measured from the last use of FMLA leave.

This policy shall be consistent with the FMLA and adopted regulations and is not intended to expand upon the rights set forth in said Act or regulations.

The Employer will require employees to use all sick leave as part of any family medical leave. The Employer will not require the use of annual leave as part of family medical leave, but the employee at the employee's option may use annual leave as part of family medical leave.

The employee is required to request in writing family medical leave on forms provided by the County, which includes a physician's verification.

The County will continue to pay disability and life insurance provided by the County during family medical leave.

20.8 Volunteer Emergency Services Personnel – Leave not to exceed thirty (30) hours in any one year, over and above annual leave, may be allowed for active volunteer emergency services personnel after approval by supervisor. During a declared emergency for a natural disaster in Okanogan County, an additional thirty (30) hours may be available after approval by supervisor. Leave may not be carried over or paid out if not exhausted. Voluntary Emergency Services Leave shall not result in daily/cumulative overtime calculations but shall be compensated hours for insurance purposes.

## **ARTICLE 21 – HEALTH AND WELFARE**

21.1 Effective January 1, 2023, medical, dental, and vision insurance coverage for full-time employees will remain Teamsters Inland Empire Plan A. The County shall in no event be required to pay



more than one thousand one hundred twenty-five dollars (\$1,125) per month per employee for said benefits. The difference between the County distribution and the total cost will be paid by employee through payroll deduction.

Effective 1/1/23 – one thousand one hundred twenty-five dollars (\$1,125)

Effective 1/1/24 & 1/1/25 – Article 21 shall be open for negotiations. Unless mutually agreed otherwise in writing, the parties shall by August 1<sup>st</sup>, establish date(s) to commence negotiations over Article 21 for year two and year three of the Agreement, as also indicated in Article 29.

Eligibility new employees. New employees will be eligible to receive medical, dental and vision coverage the first day of the first month immediately following the fourth month in which the eligibility requirements of the Collective Bargaining Agreement are met provided the required contributions for all four months are paid to the plan or as required by law. (Example: An employee is hired in January and works the required number of hours (80) in January, February, March and April, and the County has paid the required contributions during these months. The employee's coverage begins May 1st.).

- 21.2 Effective January 1, 2023, based on December 2022 hours, the premium for RWT-Plus Retirees Health and Welfare will be ninety-four dollars and eighty-five cents (\$94.85), of which the employee will be responsible for fifteen dollars (\$15.00). Any premium increases will be the responsibility of the employee.

21.2.1 Effective 1/1/23 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for fifteen dollars (\$15.00).

21.2.2 Effective 1/1/24 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for fifteen dollars (\$15.00), and any additional increase if applicable.

21.2.3 Effective 1/1/25 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for fifteen dollars (\$15.00), and any additional increase if applicable.

- 21.3 Contributions for RWT-Plus Retirees Health and Welfare will begin in the first month of employment with 80 hours or more of time worked.

## **ARTICLE 22 - TRAVEL EXPENSES**

- 22.1 Any employee required to be away from home overnight in the performance of his work shall be reimbursed by the Employer for reasonable expenses incurred for meals and lodging.



## **ARTICLE 23 - SEXUAL HARASSMENT**

### **Policy and Purpose.**

It is the policy of Okanogan County to promote and support the individual human dignity of all of its employees. Okanogan County further recognizes that unwelcome sexual advances, offensive verbal or physical conduct of a sexual nature, and other forms of harassment based on gender and sexual orientation create an unpleasant and stressful work environment and demean the value of the individual and her or his work. It is therefore the aim of Okanogan County, with this policy to prevent all types of sexual harassment with County employment.

- 23.1 It is illegal and against County policy for any worker, male or female, to harass another worker on the basis of sex. Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
  2. Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or,
  3. Such conduct has the purpose of effect or unreasonable interference with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- 23.2 The creation of an intimidating, hostile, or offensive working environment may include, but is not limited to, such actions as persistent comments on a worker's sexual preferences or the display of obscene or sexually oriented photographs or drawings.
- 23.3 Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect can be acceptable and not viewed as harassment. In determining whether alleged conduct constitutes sexual harassment, the county will examine the facts and circumstances on a case-by-case basis.
- 23.4 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 committed.
- 23.5 Retaliation against one who complains about sexual harassment, even if that complaint is determined to be unfounded, is a form of sexual harassment itself and will be dealt with according to the procedures set forth in this section.
- 23.6 Any employee making false accusations of sexual harassment shall be subject to discipline up to and including discharge for such misrepresentations.
- 23.7 The procedure for handling sexual harassment complaints is as follows:

1. Any employee who feels victimized by sexual harassment should report that harassment to his or her supervisor immediately. If the employee's immediate supervisor is the source of the alleged harassment or is so closely associated with the source of the harassment that the employee does not believe that they can get a fair hearing from the supervisor, the employee may report the problem to the supervisor's superior.
2. A supervisor or department head who receives a sexual harassment complaint must take immediate and appropriate confidential corrective action, even before investigation, to ensure that the behavior the complainant finds offensive is not repeated during investigation.
3. If the complainant does not wish that further investigation or action be taken, the employee must so state in writing. The supervisor or department head who receives a complaint shall inform the complainant that a confidential written record must be kept if further investigation is done or disciplinary action is taken.
4. The supervisor or department head who receives a sexual harassment complaint must carefully and confidentially investigate the matter questioning all employees who may have knowledge of either the incident in question or similar problems. The investigating supervisor or department head should keep contemporaneous notes of all investigative conversations and findings. Such notes must be kept confidential except to the extent that either a court orders release, or the object of disciplinary action wishes to examine evidence used in such action.
5. Upon a finding that sexual harassment has taken place, the supervisor or department head shall take disciplinary action against any offending parties according to the procedure set forth in Article 9 of this agreement. The objective of such disciplinary action should be to ensure that incidents of sexual harassment do not continue or recur.
6. Employees who are dissatisfied with the investigating supervisor or department head'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.

#### **ARTICLE 24 - DRUG AND ALCOHOL**

The parties recognize in addition to any other testing agreement between the parties as set forth herein, federal law and regulation require random, post-accident and reasonable suspension testing in accordance with 49 C.F.R. Part 382 - Controlled Substances and Alcohol Use and Testing, and 49 C.F.R. Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County has adopted a drug testing policy which is incorporated herein by this reference.

- 24.1 Drug and alcohol dependence and substance abuse have become serious problems in modern society and in the modern work place. These problems include increased number of sick days and illness, loss of productivity, and an impairment of the quality of work. As well, drug and alcohol abuse leads to the loss of self-esteem and well-being of the individual. It is therefore the policy of Okanogan County to create a drug-free work place and healthful work environment for its



employees while at the same time preserving the right of privacy, individual liberty and personal dignity of its employees. Testing based on individualized suspicion combined with treatment and/or disciplinary action are among the methods the County may use to accomplish these ends.

- 24.2 An employee whose conduct indicates that the employee 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.
1. 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.
  2. 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 their reasons for testing with another member of management by telephone prior to testing.
  3. An accident for which there is no reasonable explanation will establish sufficient reason for testing the employee(s) involved. An employee who is not an actuator in the accident, but only a passive participant will not be subject to testing unless the County has reasonable suspicion that the employee has otherwise violated this policy. Examples of a non-actuator party to an accident include, but are not limited to, a vehicle passenger, a passenger, driver, or pedestrian found to have no fault in an accident caused by another vehicle, or the victim of a workplace accident caused by another party.
- 24.3 Failure to submit to a test after procedures set forth in Section 24.2 of this policy have been followed 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 this collective bargaining agreement.
- 24.4 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 testing facilities' name, addresses and credentials if requested.
- 24.5 Employee representatives and/or the employee will have the opportunity to review the testing procedure.
- 24.6 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.
- 24.7 The employee, at the employee's 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.

24.8 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 decision, and the remaining language of this policy shall remain in full force and effect.

24.9 If the test results indicate a positive level of a substance in an employee's system, the County will have the following options:

1. Discharge the employee; or
2. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes this program within ninety (90) days, the employee will be eligible for reinstatement to employment. The County reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to employment when the following conditions have been met:
  - a. The employee has successfully completed the treatment program; and
  - b. The attending counselor has formally released the employee to return to work; and
  - c. The employee agrees to submit to a random substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Last Chance Agreement will be grounds for immediate discharge.

- 24.10 Self-Recognized Substance Abuse. An employee with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of the qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have the option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 24.9 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 24.9(2) above. Such a self-referral shall not be considered disciplinary action. An employee cannot self-refer under this section to avoid discipline for conduct occurring prior to the referral.
- 24.11 Other actions, such a 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.
- 24.12 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 or alcohol statute including DWI convictions 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.

#### **ARTICLE 25 - LIFE THREATENING ILLNESS AND COMMUNICABLE DISEASE POLICY**

- 25.1 The County recognizes that many employees with life-threatening and other chronic illness 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 the public. The County further recognizes that many diseases, although infectious in nature, are not spread in the normal working environment and pose no threat to co-workers, other employees, or members of the public services by such employees in the employment context.
- 25.2 Employees with life-threatening illnesses are entitled to the same employment benefits as are other county employees who have medical problems. The County will attempt to ensure within its benefit plan, that workers with life-threatening illnesses are provided with competent medical care and with information concerning counseling and other services where needed.
- 25.3 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 would 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.
- 25.4 Managers and supervisors should remember that all medical records of employees are confidential.
- 25.5 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 the employees or the public.

- 25.6 The County will make reasonable job accommodations where necessary to assist employees with a life-threatening illness, when such accommodation does not impose an undue business or economic hardship upon the County.

## **ARTICLE 26 - PERFORMANCE EVALUATION**

The level of performance of an employee shall be evaluated by employee's immediate supervisor and reviewed by the department head. Evaluations should be conducted at the following intervals: 1. two (2) months after date of hire; 2. five (5) months after date of hire; 3. once per year thereafter. Additional evaluations may be done at the discretion of the department head.

## **ARTICLE 27- WHISTLEBLOWER ACT**

### **Policy Statement:**

It is the policy of Okanogan County (1) to encourage reporting by its employees of improper governmental action taken by Okanogan County officers or employees and (2) to protect Okanogan County employees who have reported improper governmental actions in accordance with Okanogan County's policies and procedure(s).

### **Definitions:**

As used in this policy, the following terms shall have the meanings indicated:

1. "Improper governmental action" means any action by an Okanogan County officer or employee:
  - a. That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
  - b. That (i) is in violation of any federal, state, or local law or rule, (ii) is an abuse of authority, (iii) is of substantial and specific danger to the public health or safety or (iv) is a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspension, demotions, and violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands.

2. "Retaliatory action" means any adverse change in the terms and conditions of an Okanogan County employee's employment.



3. "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

#### Procedures for Reporting:

Okanogan County employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the Okanogan Human Resource Coordinator or such other person as may be designated by the Okanogan Human Resource Coordinator to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

The supervisor, the Okanogan Human Resource Coordinator or the Okanogan Human Resource Coordinator's designee shall take prompt action to assist Okanogan County in properly investigating the report of improper governmental action. Okanogan County officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as result of the investigation may be kept confidential.

Okanogan County employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the Okanogan County employee reasonably believes that an adequate investigation was not undertaken by Okanogan County to determine whether an improper governmental action occurred, or that insufficient action has been taken by Okanogan County to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Okanogan County employees who fail to make a good faith attempt to follow Okanogan County procedures in reporting improper governmental action shall not receive the protections provided by Okanogan County in these procedures.

#### Protection Against Retaliatory Actions:

Okanogan County officials and employees are prohibited from taking retaliatory action against an Okanogan County employee because the employee has in good faith reported an improper governmental action in accordance with these policies and procedures.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisor, the Okanogan Human Resource Coordinator, or the Okanogan

Human Resource Coordinator's designee. Okanogan County officials and supervisors shall take appropriate action to investigate and address complaints or retaliation.

If the employee's supervisor, the Okanogan Human Resource Coordinator, or the Okanogan Human Resource Coordinator's designee, as the case may be, does not satisfactorily resolve an Okanogan County employee's complaint that the employee has been retaliated against in violation of this policy, the Okanogan County employee may obtain protection under this policy and pursuant to state law by providing a written notice to the Okanogan County Commissioners that:

- a. Specifies the alleged retaliatory action and
- b. Specifies the relief requested.

Okanogan County employees shall provide a copy of their written charge to the Okanogan Human Resource Coordinator no later than thirty (30) days after the occurrence of the alleged retaliatory action. Okanogan County shall respond within thirty (30) days to the charge of retaliatory action.

After receiving either the response of Okanogan County or thirty (30) days after the delivery of the charge to Okanogan County, the Okanogan County employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the Okanogan Human Resource Coordinator within the earlier of either fifteen (15) days of delivery of the Okanogan County's response to the charge of retaliatory action, or forty-five (45) days of delivery of the charge of retaliation to Okanogan County for response.

Upon receipt of request for hearing, Okanogan County shall apply within five (5) working days to the State Office of Administrative Hearing for an adjudicative proceeding before an administrative law judge:

Office of Administrative Hearings  
P.O. Box 42488, 4224 Sixth S.E.  
Rowe Six, Bldg. 1  
Lacey, Washington 98504-2488  
(206) 459-6353

Okanogan County will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay or dismissed.

#### Responsibilities:

The Okanogan Human Resource Coordinator is responsible for implementing Okanogan County's policies and procedures (1) for reporting improper governmental action and (2) for protecting employees against retaliatory actions. This includes ensuring that this policy and these procedures (1) are permanently posted where all employees will have reasonable access to them, (2) are made available to any employee upon request and (3) are provided to all newly hired employees. Officers, managers, and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.



List of Agencies:

Following is a list of agencies responsible for enforcing state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the Okanogan Human Resource Coordinator.

OKANOGAN COUNTY:

Okanogan County Law Department  
Okanogan County Prosecutor  
Criminal and Civil Divisions  
Post Office Box 1130  
Okanogan, Washington 98840  
(509) 422-7280

Okanogan County Health District  
Post Office Box 231  
Okanogan, Washington 98840  
(509) 422-7140

Okanogan County Sheriff's Department  
Post Office Box 32  
Okanogan, Washington 98840  
(509) 422-7200

STATE OF WASHINGTON:

Attorney General's Office  
Fair Practices Division MSTV 14  
900 Fourth Avenue  
Seattle, WA 98164-1012  
(206) 464-6684

State Auditor's Office  
Legislative Building  
P.O. Box 40021  
Olympia, WA 98504-0021  
(360) 586-0260

State Department of Ecology  
NW Regional Office  
3190 160th S.E.  
Bellevue, WA 98008-5852  
(206) 649-7000

State Department of Health  
Health Consumer Assistance  
P.O. Box 4789  
Olympia, WA 98504-7891  
1-800-525-0127

State Liquor Control Board  
Enforcement Office  
2101 Sixth Avenue  
Seattle, WA  
(206) 464-6094

Puget Sound Water Quality Authority  
P.O. Box 40900  
Olympia, WA 98504  
(360) 407-7300

Human Rights Commission  
711 South Capitol Way, Suite 402  
Post Office box 42490  
Olympia, WA 98504-2490  
(360) 753-6771

Department of Labor & Industries  
300 West Harrison, Room 201  
Seattle, WA  
(206) 281-5400

Department of Natural Resources  
P.O. Box 68  
Enumclaw, WA 98022  
1-800-527-3305

Department of Social and Health Services  
Special Investigation Office  
5200 Southcenter Blvd., Suite 23  
Tukwila, WA  
(206) 764-4048

## **ARTICLE 28 - SAVINGS CLAUSE**

- 28.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.



### Article 29 – Term of Agreement

This agreement shall be effective January 1, 2023 and shall be in full force and effect through December 31, 2025. Negotiations for the full contract shall commence no later than August 1<sup>st</sup>, 2025, unless a mutual written extension is agreed upon by both parties. Article 21 shall be open for negotiations for contract years 2024 & 2025; unless mutually agreed otherwise in writing, the parties shall by August 1<sup>st</sup>, establish date(s) to commence negotiations.

Any agreement reached to satisfy Article 21 shall be memorialized with a Letter of Agreement signed by both parties and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate originals this 22 day of November, 2022.

OKANOGAN COUNTY

TEAMSTERS LOCAL NO.760

By

[Signature]

Jim DeTro Chairman

Andy Hover

By

[Signature]

Leonard J. Crouch

Secretary Treasurer

11.8.22

By

[Signature]

Chris Branch, Commissioner

By

[Signature]

Andy Hover, Commissioner

Jim DeTro

By

[Signature]

Public Works

ORIGINAL

ATTEST:

[Signature]  
Clerk of the Board



### **APPENDIX A**

County will reimburse Employee the cost of their CDL renewal and endorsement for Class A, Air Brakes, Tank Vehicles. Reimbursement for additional CDL endorsements not job related must be approved by the Public Works Director.

County will reimburse Employee no more than once annually that portion of the CDL physical not covered by Employee's medical insurance.

### **APPENDIX B**

Effective January 1, 2023, and for the life of the Agreement, for all regular full-time employees, Employer shall provide a reimbursable boot allowance up to two hundred dollars (\$200) every year for the purchase of suitable work attire for the workplace. Employee is entitled to reimbursement upon submitting a sales receipt to the Employer up to twice per calendar year.