

ORIGINAL

OKANOGAN COUNTY
AND
TEAMSTERS LOCAL UNION #760
Representing
PUBLIC WORKS
ADMINISTRATION EMPLOYEES

JANUARY 1, 2024
through
DECEMBER 31, 2026

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Article 1 – Recognition

1.1 The Employer hereby recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time administration employees of the Okanogan County Public Works Department, excluding supervisory employees and confidential employees as defined by statute, regulation, and PERC case law, professional/technical/clerical employees, road crew employees and solid waste employees.

Article 2 – Union Membership

2.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment, join the Union.

2.2 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.

2.3 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.

2.4 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.

2.5 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 3 – Authorized Deductions

3.1 Pursuant to RCW 41.56.110, the Employer will deduct an amount equal to the Union's uniform monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. This assignment shall apply to the deduction of monthly dues and shall not include deductions for fines, assessment, or other Union fees. When filed with the Employer the form will be honored in accordance with its terms.

3.2 The Union agrees to supply the Employer with a statement of deductions to be withheld each month. The Employer 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. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

Article 4 – Non-Discrimination

4.1 The Employer and the Union agree that there will be no discrimination against any employee because of age, sex, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, in the administration or application of the terms of this Agreement. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

4.2 No employee covered by this Agreement shall be discriminated against because of the employee's membership in the Union or non-membership in the Union or activities on behalf of or against the Union, provided, however, that such activity shall not be conducted during working hours, nor shall it interfere in any way with the employee's job duties or the Employer's operations.

Article 5 – Right of Access – Union Representation

5.1 Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that no undue interference with the work of the employees or the proper operation of the Employer shall result.

5.2 The Union agrees that Union business conducted by Union stewards, or other Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not possible to transact such business during non-working periods, the Employer may allow the steward, on request, a reasonable amount of time during working hours to perform such functions.

Article 6 – Seniority

6.1 Seniority shall mean an employee's continuous length of service in a classification within the bargaining unit from most recent date of hire. Classifications are set forth in Appendix A. Seniority shall not apply to an employee until he has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the employee's most recent date of hire.

6.2 In the event a job opening occurs and the County chooses to fill the position, the County shall post such openings, in house, in all areas, prior to publicly advertising for the position. In the event that a new job is created, the County may post the position both in house and in public concurrently. This position shall remain posted for a period of seven (7) calendar days. After seven (7) calendar days, the County may select the most qualified applicant to fill the vacancy. If an applicant is selected, the position shall be filled within sixty (60) calendar days. Any vacancy created by a current employee filling a posted opening shall be filled at the discretion of the County.

6.3 For the purpose of annual leave, seniority of a bargaining unit member will transfer from one classification to another when an employee transfers from one bargaining unit position to another in the Public Works Department.

6.4 Seniority shall terminate upon discharge, resignation, retirement, twelve (12) consecutive months of layoff, medical leave due to on or off the job injury or accident for more than twelve (12) consecutive months, and for unexcused absences of three (3) or more days in duration.

6.5 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 areas, and may publicly advertise for the position. This position shall remain posted for a period of seven (7) calendar days. After seven (7) calendar days, the County may select the most qualified applicant to fill the vacancy. If an applicant is selected, the position shall be filled within

sixty (60) calendar days. Any vacancy created by a current employee filling a posted opening shall be filled at the discretion of the County.

Article 7 – Written Job Description

7.1 Each job will receive a written job description. The job description will be as descriptive as possible of the responsibilities and tasks required of the job being performed. Each employee will be given a copy of the employee's job description, as well as a copy of the job description whenever there is a modification and shall sign and date the job description after the employee reviews the job description with the Department Head.

Article 8 – Conditions of Employment

8.1 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 probationary period of six (6) months. The probationary 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.

8.2 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 Director of Public Works; the Human Resources Coordinator; Supervisors required to evaluate performance; the Prosecuting Attorney or designee in anticipation of, or during litigation involving the Employer; and the individual employee.

Article 9 – Performance Evaluation

9.1 The level of performance of an employee shall be evaluated by the department head/designee. 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 10 – Hours of Work

10.1 All employees holding positions set forth in Appendix A are exempt employees. Employees shall maintain work hours Monday through Friday consistent with the needs of the public and sufficient to perform the duties of the job.

Article 11 – Classifications and Rates of Pay

11.1 The wage schedule for employees on the payroll is set forth in Appendix “A”.

11.2 When an employee is promoted, the employee shall be placed at the appropriate step of the new pay range, which is at least five percent (5%) higher pay than the prior rate of pay. The employee’s promotion date shall reflect the date of the salary range change.

11.3 Effective January 1, 2024, 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	After 25 Years Service
4%	4%	4%	5%	6%

Article 12 - Pay Day

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

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

12.3 If pay day falls on a weekend or holiday, pay day will be the last business day prior to the weekend or holiday.

12.4 All overtime worked in the pay period will be paid on the pay date following the pay period.

Article 13 – Holidays

13.1 Employees shall be entitled to the following legal holidays: New Year's Day, Memorial Day, *Juneteenth, Independence Day, Labor Day, Veteran's Day - (November 11), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day and four floating holidays, to be taken by the individual employee when the employee chooses, subject to Commissioner Resolution 42.77, and any other day that is proclaimed a legal holiday by the Governor of the State of Washington.

*Juneteenth will be observed on the same day as the employees they supervise.

Article 14 – Annual Leave

14.1 Annual leave with full pay shall be granted to each regular full-time employee who has been in the continuous employ of the Employer and to each part-time employee. Such leave shall be in addition to holidays.

14.2 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

14.3 Employees shall be compensated in cash for accumulated unused annual leave up to a total of two hundred forty (240) hours upon separation from employment or retirement provided adequate notice is given.

14.4 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 leave.

14.5 Annual leave shall be taken when it will least interfere with the work of the department, as determined by the Department Head. Employees who have a maximum accrual of annual leave and are denied a previously approved annual leave request by the Employer after November 15th, shall submit a new request for annual leave within fifteen (15) working days, if this request is denied by the Employer, a maximum amount of forty (40) hours of annual leave above the cap of two hundred forty hours (240), shall be paid to the employee.

14.6 Employees who are laid off and rehired within one (1) year, shall maintain their years of service in effect at the time of layoff for purposes of calculating annual leave.

14.7 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.

Article 15 – Sick Leave / Natural Disaster

15.1 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.

15.1.1 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.

15.2 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.

15.3 Sick leave is accumulated to a total of nine hundred sixty (960) hours. Any employee who accumulated sick leave in excess of the allowable limit shall receive a cash bonus at the end of the year, when said leave is lost, in an amount equal to twenty-five percent (25%) of the normal salary rate times the number of hours, but in no case, less than one hundred dollars (\$100.00). Such bonus payment shall not be used for calculation of retirement benefits.

15.3.1 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.

15.4 Sick leave is earned at the rate of eight (8) hours for each complete month of service and is accumulated to a total of nine hundred sixty (960) hours or as otherwise in compliance with applicable existing law(s).

15.5 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).

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

A. 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.

B. 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.

C. 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.

D. 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 16.4

15.7 Paid Family and Medical Leave- Beginning January 1st, 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 1st, 2019.

*Usage of the program can begin January 1st, 2020. Chapter 50A.04 RCW

Article 16 – Other Leaves of Absence

16.1 Jury Duty Leave - Pay for jury duty shall be the employee's regular straight-time salary less any amount received as compensation for the jury duty performed. Employees granted such leave shall remain absent from work only as long as necessary to satisfy the requirements of the duty being performed. The employee shall furnish the Employer with satisfactory evidence of the actual time spent on such duty and the compensation received, therefore.

16.2 Military Leave - Leave not to exceed twenty-one (21) days during each year beginning October 1st and ending the following September 30th over and above annual leave or sick leave to which the employee is entitled may be allowed for active training duty to an employee who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States as authorized by RCW 38.40.060.

16.3 Bereavement Leave - Each employee shall be allowed up to five (5) days of bereavement leave with pay for death of a spouse, child, brother, sister, parent(s), grandparents, grandchild, any in-law relation of the same, or any relative living in the employee's household.

16.4 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 16.5.

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.

Calculation of salary for an employee on leave of absence shall be as follows:

Annual Salary divided by 2080 hours = hourly rate. The number of hours worked (x) the hourly rate = salary to be paid.

16.5 Family and Medical Leaves. The County will administer the Family and Medical Leave Act of 1993 (FMLA), Washington Paid Family & Medical Leave, and Washington's Paid Sick Leave in accordance with their respective Federal and State guidelines.

16.6 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.

16.6.1 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 14, or as unpaid leave as provided in Article 16.4, subject to department head approval.

16.7 Volunteer Emergency Services Personnel – With the exception of the ER&R Manager and Solid Waste Manager, 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.

Article 17 – Witness Service

17.1 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.

Article 18 – Travel Expenses

18.1 Any employee required to be away from home overnight in the performance of the employee's work shall be reimbursed for reasonable expenses incurred for meals and lodging. Additional travel expenses may be granted when authorized.

Article 19 – Health and Welfare

19.1 Effective January 1, 2024, medical, dental and vision insurance coverage for full time employees will be Teamsters Inland Empire Plan A. The County shall in no event be required to pay more than One Thousand Three Hundred Sixty-five Dollars (\$1365.00) per month per employee for said benefits. The difference between the County contribution and the total cost will be paid by the employee through payroll deduction.

Effective 1/1/24- One Thousand Three Hundred Sixty-five Dollars (\$1365.00)

*Effective 1/1/25 – If the premium exceeds One Thousand Three Hundred Sixty-five Dollars (\$1365.00), the parties shall meet to negotiate over a new cap rate.

*Effective 1/1/26 – If the premium exceeds One Thousand Three Hundred Sixty-five Dollars (\$1365.00), the parties shall meet to negotiate over a new cap rate.

Eligibility of new employees. Initial Eligibility will be established when the employer has submitted contributions on behalf of an employee for two months within a nine-month period. Upon receipt of the second month of employer contributions, the Trust Office will notify the newly eligible participant with enrollment information, and coverage will be effective retroactive to the first day of the month in which the second month of contributions were received. Eligible employees shall be defined as any regular full-time or part-time employee who had compensatory hours of at least eighty (80) hours in the preceding month. Once an employee becomes eligible, he or she shall continue to be eligible on a monthly basis, as long as the monthly eligibility requirements of the Agreement are met, and the required Employer contribution is paid to the Plan. Such employment and the contribution payment provides eligibility for benefits in the following month.

19.2 - Retirees Health and Welfare:

Effective January 1, 2024, based on December 2023 hours, the premium for RWT-Plus Retirees Health and Welfare will remain the same at ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for twenty-five dollars (\$25.00). Any premium increase in the RWT-Plus Retiree's Health and Welfare plan will be the responsibility of the employee.

Effective 1/1/24 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for twenty-five dollars (\$25.00).

Effective 1/1/25 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for twenty-five dollars (\$25.00), and any additional increase if applicable.

Effective 1/1/26 Employer contributes ninety-four dollars and eighty-five cents (\$94.85) of which the employee will be responsible for twenty-five dollars (\$25.00), and any additional increase if applicable.

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

19.4 Effective January 1, 2024, Employer agrees to contribute Thirty-Five Dollars (\$35.00) per month per employee into the employee's VEBA account for all active full time employees.

Article 20 – Benefits

20.1 Regular full-time employees. The County contributes specified maximum dollar amounts for medical/vision/dental coverage. These specified amounts and the type of

coverage provided are set forth in Article 19. The Employer reserves the right to modify the plan provider.

20.2 Regular part-time employees. The County pays 50% of the medical, dental, and vision benefit for regular part-time salaried employees who work at least 50% of the time. If the employee works 60% of the time or more, the County pays a percentage of the above benefits in proportion to the percentage of time worked.

20.3 The County contributes the amount required by the State Department of Retirement Systems for the Employers share of retirement. Regular part-time employees who meet the eligibility requirements for the Department of Retirement Systems are also eligible for retirement benefits.

20.4 Benefits, excluding Article 19.1, cease on the last day of the month of the employee's termination date unless the employee elects to continue coverage under terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA). The cost of continued medical coverage shall be borne by the terminated employee.

Article 21 – Management Rights

21.1 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, power, 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 working forces; the right to hire, select and train, discipline, suspend, discharge for cause, assign, promote, and transfer its employees.

21.2 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.

21.3 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.

21.4 The Employer and Union agree, notwithstanding any terms and conditions of this agreement, the employer has the right to contract out or eliminate any part or all of the work of this bargaining unit. The Union waives any right to bargain the decision to contract out work. The employer agrees to provide notice of a decision to contract out to the Union. The employer agrees to bargain the effects of the decision, however such agreement to bargain shall not prevent the implementation of contracting out work and/or elimination of positions and layoff.

Article 22 – Discipline

22.1 Employee Discipline. The County agrees that an allegation of arbitrary or capricious discipline shall be subject to the grievance procedure. The County agrees that notice of alleged misconduct or actions that would subject the employee to discipline will be given to the employee within ten (10) working days of the Director of Public Works knowledge of the event.

22.2 Corrective Discipline. The County agrees with the tenets of progressive discipline, where appropriate. The County may bypass progressive discipline for serious misconduct.

22.3 Disciplinary Records. Copies of all records of disciplinary action shall be placed in the employee's personnel file with a copy forwarded to the Union.

22.4 The County specifically reserves the right to make all disciplinary decisions, provided that those decisions shall be based on just cause. In determining just cause, the Arbitrator shall be limited to considering whether (1) the County's action was based upon facts, reasonably believed by the County to support the discipline; (2) the employee knew or should have known of the possible or probable consequences of the employee's actions; (3) the County, before administering the particular disciplinary action, made a reasonable effort to investigate and discover whether the employee violated any County policy, rule, regulation, or generally accepted work practice; and (4) the discipline imposed was consistent and non-discriminatory based upon the seriousness of the offense and the employee's past disciplinary and work record.

Article 23 – Grievance Procedure

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.

Freedom From Reprisal: Neither the Employer nor the Union shall effect any reprisals against the grievant or others as a result of the employee’s participation in this process.

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 (Discharge grievances shall commence at Step 2 within fourteen (14) days of discharge).

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 24 – Sexual Harassment

24.1 Statement

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 the individual's work. It is

therefore the aim of Okanogan County, with this agreement to prevent all types of sexual harassment with County employment.

24.2 It is illegal and a violation of this agreement for any worker, male or female, to harass another worker on the basis of sex. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
- (c) 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 Any employee making false accusations of sexual harassment shall be subject to discipline up to and including discharge for such misrepresentations.

24.8 The procedure for handling sexual harassment complaints is as follows:

- (a) Any employee who feels victimized by sexual harassment should report that harassment to their 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 the employee can get a fair hearing from the supervisor, the employee may report the problem to the supervisor's superior;

- (b) 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;
- (c) If the complainant does not wish that further investigation or action be taken, the complainant 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;
- (d) 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;
- (e) 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 22.1 of this agreement. The objective of such disciplinary action should be to ensure that incidents of sexual harassment do not continue or recur;
- (f) 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 25 – Drugs and Alcohol

25.1 Drug and alcohol dependence and substance abuse have become serious problems in modern society and in the modern workplace. 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 wellbeing of the individual. It is therefore the policy of Okanogan County to create a drug-free workplace 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.

25.2 An employee whose conduct indicates 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.

- (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 the supervisor's 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. 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 agreement. 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.

25.3 Failure to submit to a test after procedures set forth in Section 25.2 of this Article 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 the Collective Bargaining Agreement.

25.4 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 or individual if non-Union will be provided with the testing facilities' name, addresses and credentials if requested.

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

25.6 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.

25.7 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 (24) 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.

25.8 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 agreement shall remain in full force and effect.

25.9 If test results indicate the presence of alcohol at a level suggesting impairment, or illegal controlled substances at any level, the employee may be disciplined or discharged or may be required to undergo treatment as a condition of continued employment. Treatment will be at the employee's own expense unless otherwise provided for in this manual or under a County Health insurance plan, and the employee may be suspended until the employee can produce a certificate from a certified treatment facility showing completion of a treatment program.

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

25.11 Employees must, as a condition of employment, abide by the terms of this drug and alcohol agreement 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.

25.12 The Department Drug Testing Policy is incorporated by reference.

Article 26 – Life Threatening Illness and Communicable Disease

26.1 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.

26.2 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.

26.3 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.

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

26.5 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.

26.6 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 27 – Whistleblower

Refer to the Okanogan County Personnel Policy Manual 9.2 Whistleblower Act. Any changes to the 9.2 Whistleblower Act policy shall be communicated to the Union in writing prior to enactment unless otherwise required by law.

Article 28 – Continuity of Work

28.1 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.

28.2 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 him, shall be subject to immediate dismissal.

Article 29 – Savings Clause

29.1 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 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 the 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 30 – Term of Agreement

30.1 This agreement shall be effective January 1, 2024 and shall be in full force and effect through December 31, 2026. Negotiations for the full contract shall commence no later than August 1st, 2026, unless a mutual written extension is agreed upon by both parties. For contract years 2025 & 2026, If the premium exceeds One Thousand Three Hundred Sixty-five Dollars (\$1365.00), the parties shall meet in 2024 and 2025 respectively, to negotiate over a new cap rate. In the event the parties have not received any rate information by November 1st, the parties will mutually agree on a date to meet as near to November 1st as possible. Any agreement reached to satisfy Article 19.1 shall be memorialized with a Letter of Agreement signed by both parties and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate originals this 9th day of January, 2023: 2024

OKANOGAN COUNTY

By

[Signature]
County Commissioner

TEAMSTERS LOCAL NO.760

By

[Signature]
Richard A. Salinas
Secretary Treasurer 1.5.24

By

[Signature]
County Commissioner

By

[Signature]
Public Works Director

By

[Signature]
County Commissioner

ORIGINAL

ATTEST:

[Signature]
Clerk of the Board



Appendix A

Effective 1/1/2024 A GWI of 5% is applied to all classifications below:

Grade	Job Title	Step1	Step2	Step 3	Step 4	Step 5
27	Shop Supervisor					6145
	Area Supervisor					35.4519
	Vegetation & Traffic Supervisor					
28	Maintenanace Coordinator				6145	6452
					35.4519	37.2231
29				6145	6452	6775
				35.4519	37.2231	39.0865
30	ER&R Manager		6145	6452	6775	7114
			35.4519	37.2231	39.0865	41.0423
31	Solid Waste Manager	6145	6452	6775	7114	7470
		35.4519	37.2231	39.0865	41.0423	43.0962

Effective 1/1/2025 - A GWI of 4% shall be applied to all classifications.

Effective 1/1/2026 - A GWI of 2% shall be applied to all classifications.

Effective 6/21/2026 - A GWI of .5% shall be applied to all classifications.

APPENDIX B

Effective January 1, 2024, for all regular full-time employees, Employer shall provide a reimbursable work wear allowance commensurate with the Public Works Agreement, each 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. The SW Manager and the ERR Manager shall only be reimbursed once in 2024 and not the remainder of the contract.