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MASTER TEAMSTER AGREEMENT

By and Between

CLALLAM COUNTY

and

TEAMSTERS LOCAL UNION NO. 589

July 1, 2025 to June 30, 2027

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – TERM OF AGREEMENT 1

ARTICLE 2 – RECOGNITION..... 1

A. Recognition..... 1

B. Recognition of Representative Disputes..... 2

C. Excluded Part-Time Employees..... 2

D. Benefits Pro-Rata for Regular Part-Time Employees..... 2

E. Bargaining Unit Work Limited to Work of Bargaining Unit Employees..... 3

ARTICLE 3 – DISCRIMINATION AND SAFETY IN THE WORKPLACE 3

A. Discrimination and Offensive Work Conditions..... 3

B. Safety..... 3

ARTICLE 4 – UNION SECURITY 4

ARTICLE 5 – REPRESENTATION ACTIVITY 4

A. Union Business Conducted Off Duty Unless Otherwise Authorized..... 4

B. Union Representative Access..... 4

C. Notice of Union Officers Standards..... 5

D. Copies of Agreement..... 5

E. Negotiations..... 5

ARTICLE 6 – MANAGEMENT RIGHTS..... 5

ARTICLE 7 – GRIEVANCE AND ARBITRATION 6

A. Purpose..... 6

B. Definition..... 7

C. Time Periods..... 8

D. Determination of Merit..... 8

E. Probationary Employees..... 8

ARTICLE 8 – STRIKES PROHIBITED 8

ARTICLE 9 – PROBATION 9

A. New Hire Probation..... 9

B. Ending Probation..... 9

C. Probation Upon Promotion or Transfer..... 9

ARTICLE 10 – PERSONNEL RECORDS 10

A. Copy of Documents to Employee and Union..... 10

B. Comment on Unfavorable Matters..... 10

C. Employee Review of File..... 10

D. Access to Personnel Records..... 10

E. Custodian..... 10

F.	Discipline Documents/Union Copy.....	10
G.	Private Information.....	10
ARTICLE 11 –	WORKWEEK, HOURS OF WORK.....	11
A.	Hours of Work Unless Otherwise Specified.....	11
B.	Work Hours Specified for Building Maintenance – Janitorial Crew.....	11
C.	Alternate Workweeks.....	11
ARTICLE 12 –	OVERTIME.....	12
A.	Overtime.....	12
B.	Compensatory Time.....	12
C.	Flextime Agreements (FTA) and Exception to Paid OT.....	12
ARTICLE 13 –	HOLIDAYS.....	15
A.	Holidays.....	15
B.	Floating Holidays.....	15
C.	Use of Floating Holiday at Christmas.....	15
D.	Holidays Observed.....	16
E.	Holiday Pay.....	16
ARTICLE 14 –	VACATIONS.....	16
A.	Accrual.....	16
B.	Scheduling.....	16
C.	Use.....	17
D.	Maximum Accrual.....	17
E.	Payment at Job Separation.....	17
F.	Holiday Which Falls Within Vacation Leave.....	17
ARTICLE 15 –	SICK LEAVE.....	17
A.	Accrual.....	17
B.	Use.....	18
C.	Physician Visits.....	18
D.	Reports and Physician’s Certificate.....	18
E.	Death or Retirement.....	18
F.	Protected Family Leave.....	19
G.	Initiative 1433/County Policy.....	19
ARTICLE 16 –	BEREAVEMENT LEAVE.....	19
ARTICLE 17 –	LAYOFFS.....	20
A.	Layoff and Notice of Layoff.....	20
B.	Bumping Procedure.....	20
C.	Recall.....	21
D.	Bargaining Unit Seniority and Loss of Seniority.....	21
ARTICLE 18 –	RETIREMENT.....	21
A.	Retirement.....	21
B.	Section 401(a) Plan Match.....	22

ARTICLE 19 – MISCELLANEOUS.....	22
A. Education Programs.....	22
B. Jury Duty.....	22
C. Coveralls for Sewer Treatment Plant Crew.....	22
ARTICLE 20 – HEALTH BENEFITS.....	23
A. Health Care Insurance.....	23
C. Reopeners.....	24
ARTICLE 21 – COMPENSATION.....	25
A. Wages.....	25
B. Working Out of Classification.....	26
C. Salary Upon Promotion.....	26
D. Stand-by Time.....	26
E. Callback Time.....	26
F. West End Pay.....	27
G. District Court 1 – Court Operations Specialist Premium.....	27
ARTICLE 22 – DRUG & ALCOHOL POLICY.....	27
A. Policy.....	27
B. Time Spent in Testing is Hours Worked.....	27
C. Time Spent After Refusal is Not Hours Worked.....	27
D. Leave for Treatment.....	27
E. Selection of Testing Labs.....	28
F. Searches.....	28
ARTICLE 23 – FUTURE NEGOTIATION.....	28
ARTICLE 24 – SEVERABILITY AND SUPERIORITY.....	29
ADDENDUM "A".....	30
ADDENDUM "B".....	34
ADDENDUM "C".....	38

PREAMBLE

This Agreement is made and entered by and between Clallam County, hereinafter referred to as "County" and the Teamsters Local Union No. 589, hereinafter referred to as "Union." The purpose of this Agreement is to promote harmonious relations between the County and employees covered by this Agreement; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries and benefits, hours of work and other terms and conditions of employment.

This Agreement is augmented by more specific recognition agreements attached hereto which provide bargaining unit specific terms and conditions for the Roads Department Bargaining Unit, Juvenile and Adult Probation and Corrections, and for Courthouse employees.

ARTICLE 1 – TERM OF AGREEMENT

This AGREEMENT shall be effective as of July 1, 2025 and shall continue in full force and effect through June 30, 2027.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2025 or the first of the month following ratification and signature by both parties, whichever is later.

ARTICLE 2 – RECOGNITION

A. Recognition.

The County recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and part-time employees of Clallam County in the Courthouse, the Public Works Department, Juvenile Services, and each annex or remote location thereof, which are identified in the Classification Addendum-to this Agreement, Addendum-A, B, C and/or in the bargaining unit recognition agreements. Employees covered by this Agreement shall not include contract employees, positions funded by one-time state or federal grant money, and seasonal Public Works Department/P&F Facilities workers between April 1st and November 1st, and temporary employees who work less than ninety (90) working days. Employees whose primary duties consist of janitorial work and public works employees who are not required to possess and maintain a CDL or who are not in safety-sensitive positions to which random drug testing applies shall be covered by this Master Teamster Agreement, and shall not be covered by or subject to the Recognition Agreement for the Roads Department.

[NOTE OF INTENTION: The parties have bargained with the understanding that extra help and temporary employees are routinely hired as unskilled summer help to work at the fairgrounds and in the parks, and in reliance on the Teamster Local's and the trustee's recognition that this unskilled and semi-skilled work performed under the direction and supervision of regular bargaining unit members is not work of the bargaining unit identified in the Road Department Recognition Agreement.] Temporary employees will

not be appointed to fill a position above the entry level unless it is determined that qualified regular employees are not available to fill the higher position.

A part-time employee is employed as an hourly employee to work the hours needed and assigned. No regular full-time employee whose hours of work are affected by a reduced workweek shall be deemed a part-time employee. Employees whose regularly scheduled hours of work are less than twenty (20) per week shall not be entitled to benefits under this Agreement.

The County's recognition of Teamsters Local No. 589 extends to and through the three specific bargaining units recognized by the County.

B. Recognition of Representative Disputes.

Any questions or disputes concerning representation shall be treated as a grievance and resolved according to the grievance procedure through Step 3 as provided within this Agreement, or failing agreement by the parties then by referral to the PERC.

If the County reclassifies a position by adding supervisory duties, that position shall accrete to the AFSCME M & P bargaining unit unless it also is declared Charter Exempt by an elected official. If supervisory duties are removed from an M & P bargaining unit position, that position shall accrete to the Teamster bargaining unit.

C. Excluded Part-Time Employees.

The Health, Public Works and Juvenile Services Departments (only in the classification of Juvenile Corrections Officer in the Department of Juvenile Services) shall be permitted up to seven (7) part-time employees per department who may work up to but less than eighty (80) hours per month and who shall not be covered by Articles of this Agreement which provide insurance, holiday, vacation and sick leave benefits of which relate to hours of work, assignments or premiums, except to the extent required in Article 2(D), provided however that nothing in this section shall supersede the requirements of the Washington Teamsters Welfare Trust subscription agreement relating to the payment of benefit contributions on behalf of eligible employees.

D. Benefits Pro-Rata for Regular Part-Time Employees.

Covered employees who are regularly scheduled to work less than eighty (80) hours per month shall not receive insurance, holiday, vacation or sick leave benefits provided for in this Agreement. Part-time employees who work eighty (80) or more hours per month shall receive holiday, vacation and sick leave benefits which shall be computed based upon the fixed percentage of a full time equivalent (for example, an employee designated at a 60% FTE works 24 hours per week and receives 60% of a full-time employee accrual rates where, one FTE = 37.5 hours or more.), and shall receive insurance benefits in accordance with Article 20 of this Agreement related to Health and Welfare, provided however that when a job share partner works to cover absences or leaves of the other partner, such additional hours shall not count to qualify an employee for benefits under Articles 2(D) and 20. Job share partners' benefit entitlement is described in County Administrative Policy.

Employees who are scheduled to work eighty (80) or more hours per month and less than full-time shall accrue benefits pro rata based upon the regular hours of work the employee is assigned.

E. Bargaining Unit Work Limited to Work of Bargaining Unit Employees.

Work performed by employees excluded from the bargaining unit shall not be deemed to constitute bargaining unit work.

ARTICLE 3 – DISCRIMINATION AND SAFETY IN THE WORKPLACE

A. Discrimination and Offensive Work Conditions.

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, religion, mental or physical disability as defined and recognized under Washington and federal law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), national origin, union activity, political affiliation, or veteran status.

Employees affected by the action of the County may appeal against any discrimination issue implicated by this Article, by filing a complaint directly to the Human Resource Director, Designee and/or Appointee. Any issue not resolved to the employee's satisfaction under the harassment policy may be further appealed under the procedures set forth in Clallam County's Fair Treatment Policy, and the Board shall review the decision of the Human Resource Director after the hearing. Violations of this paragraph may be grieved under Article 7 through Step 2, and not beyond Step 2.

Reasonable accommodation shall be accomplished to the extent possible in the interactive process to enable a disabled employee to safely and properly perform modified duties of the employee's position or other position, as required by law. Whenever the County is presented with circumstances which may require the reasonable accommodations of a disability, which accommodation might result in a deviation from any term of this Agreement or binding past practice, the Employer and the Union will meet to discuss the accommodation under consideration and the relative rights of and impacts upon those who may be affected. The Union shall not be deemed to waive any right by meeting with the County concerning such matters, nor shall the Union's participation in discussions be deemed a waiver.

B. Safety.

Employees and the County can help eliminate unsafe conditions in the workplace by being conscious of and applying safety rules and practices, and by communicating timely and effectively when safety concerns arise. Employee safety concerns are advanced primarily through employee and County awareness and attention to safety practices. Employee concerns are most effectively and responsively resolved by referral to the Clallam County Safety Committee. Immediate safety concerns are most effectively resolved by referral to the supervisor, department head and Human Resource Director.

ARTICLE 4 – UNION SECURITY

A. Notification of New Hires.

The Employer agrees to notify the Union within ten (10) working days when new employees are hired. New employees may meet with their Union representative for thirty (30) minutes on paid time during their first ninety (90) days of employment.

B. Dues Deduction Procedure.

The Employer will deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who provides authorization for such withholding to the Union. The Employer will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction. In addition, the Employer will provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf. Employees may cancel their dues deduction by providing written notice to the Union in accordance with the terms and conditions of their dues authorization. The Union will notify the Employer of any such cancellations; dues deduction will end not later than the second payroll after the Employer's receipt of notice of cancellation from the Union.

C. Indemnification.

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article IV shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for the reimbursement.

ARTICLE 5 – REPRESENTATION ACTIVITY

A. Union Business Conducted Off Duty Unless Otherwise Authorized.

County employees who are a Union member, officer, representative or agent of the Union shall not conduct any Union business during working hours, unless it does not unduly interfere with the employee's regular work and is authorized by the department head or designee.

B. Union Representative Access.

Duly authorized representatives of the Union shall be permitted access to the properties of the County at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, the Union Representative first secures approval from the Board of Commissioners, or its designee, and that no interference with any work assignment of an employee shall result.

C. Notice of Union Officers Standards.

The Union shall inform the County in writing of the identity of Union officers and up to six (6) Shop Stewards, to appropriately and adequately cover the bargaining units periodically and as necessary to keep the County informed of their identity. The County shall recognize only the officers and Shop Stewards so identified.

D. Copies of Agreement.

The Union will distribute one copy of this Agreement to each employee in the Union and to each newly-hired employee of the Bargaining Unit upon request.

E. Negotiations.

1. When negotiations concerning this Master Teamster Agreement sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than three (3) Union members from each subject bargaining unit (Roads, Juvenile and Courthouse) may attend negotiation meetings without loss of pay while on duty.
2. When negotiations focus on a specific Recognition Agreement the designated bargaining unit representative of that unit may attend bargaining without loss of pay.
3. Attendance shall be subject to call to duty.
4. Terms and conditions related to the County as a whole shall be bargained and included in this Master Teamster Agreement. Bargaining shall be accomplished on a joint and coalition basis by the three bargaining units subject to this Agreement. Clauses unique to a single unit will be bargained for inclusion in the appropriate recognition agreement unless the parties agree otherwise.

ARTICLE 6 – MANAGEMENT RIGHTS

- A. The County possesses the sole right to operate the County, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise. It is expressly recognized that the County's rights include, but are not limited to the following:

1. To determine the County's mission, policies, and set forth all standards of service offered the public;
 2. To plan, direct, control and determine the operations or services to be conducted by the employees;
 3. To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
 4. To manage and direct the employees of the County;
 5. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the County;
 6. To establish rules of conduct;
 7. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
 8. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds;
 9. To establish or change shifts, workdays, hours of work, work locations, and assign work duties.
- B. 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 the County. Furthermore, the above statement of management rights is not intended to usurp or supersede any article of this contract.
- C. All matters not specifically treated by the language of this Agreement may be administered for its duration by the County in accordance with policy and procedures as the County may determine, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Board of Commissioners, or its designees.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

A. Purpose.

The County and Union recognize the importance of settling grievances promptly and fairly in the interest of continued good employce relations and morale and to this end the following proccdure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There shall be no suspension of work or impediment in the operation of the County during the grievance process.

The procedure set forth in this Article shall be the sole procedure to be utilized in processing a grievance. An employee may elect to disclaim the grievance process and proceed as an individual under appeal procedures set forth in the County's Administrative Policy.

B. Definition.

A grievance is an issue raised by the Union relating to the rights, responsibilities, benefits or conditions of employment specified by this Agreement, and which relates to the application, meaning or interpretation of this Agreement. A grievance under this Agreement does not include issues relating to recruitment, selection, or promotion of Union employees, although Union employee promotions are subject to review and discussion before the Board of Commissioners by the Union if an unfair promotion practice seems evident.

This Article related to grievances and arbitration shall be interpreted and applied in a manner consistent with the Addendum "C" Recognition Agreement for the Road, Park & Facility Maintenance and ERR&R.

The following steps shall be pursued in settling any grievance:

Step 1. Immediate Supervisor. A grievance shall be presented orally or in writing within ten (10) working days of the occurrence of a grievance to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten (10) working days. If a grievance is not pursued to the next level within ten (10) working days after notice to the employee by the immediate supervisor, it shall be presumed resolved, and it shall not thereafter be pursued by the employee or the Union.

Step 2. Department Head. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the employee and the Union shall, within ten (10) calendar days, as provided in Step 1, present the written grievance to the department head for investigation, discussion, and written reply. The written grievance shall identify the Article violated, describe the facts giving rise to the violation, and shall state the remedy sought. The department head shall make the written decision available to the Union within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days from receipt of the written decision from the department head, it shall be presumed resolved and not thereafter pursued by the employee or the Union.

Step 3. Arbitration. Within twenty-one (21) working days of a department head's decision at Step 2, the Union may submit the matter to binding arbitration. After the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from FMCS a list of names of thirteen (13) arbitrators, each of whom must also be on the list of the AAA. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after conclusion of the proceedings.

Expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for any other expenses incurred. Neither party shall be required to pay the other party to this Agreement the attorney fees or costs incurred by the other party in connection with any arbitration or grievance except as explicitly agreed in writing.

C. Time Periods.

The time limits expressed herein are of the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for action by this Article, the grievance may be advanced to the next step by the Union. Failure by the Union to submit or advance a grievance in accordance with the time limits specified, without a waiver, shall constitute abandonment of the grievance.

D. Determination of Merit.

The Union will not process any grievance that does not meet the standards of a valid contractual issue.

E. Probationary Employees.

Newly hired (probationary employees) may grieve salary and monetary benefit issues only. The County reserves the right to manage all other issues, including, but not limited to discipline, discharge and continuation of the probationary period.

ARTICLE 8 – STRIKES PROHIBITED

- A. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization. When called upon to cross a picket line in the line of duty, or initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location, disciplinary action, including discharge, may be taken by the County against any employee(s) engaged in a violation of this Article.

Disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any rights by an off-duty employee shall be in the employee's individual capacity and not in uniform or clothing associating the employee with County employment.

- B. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line

or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, in violation of this Article, the Union will, within one (1) hour of notification by the County, attempt to secure an orderly return to work within two (2) hours of notification. The obligations set forth in this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether the subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

- C. It is understood that the employee(s) shall not be entitled to any benefits or wages while the employee(s) is engaged in a strike, work stoppage or other interruption of work.

ARTICLE 9 – PROBATION

Every person appointed to a position in the classified service will serve a probationary period as provided by County personnel resolution. The following probationary conditions shall apply:

- A. New Hire Probation.

All new hires are appointed, pursuant to the County personnel policy, as probationary employees. The probationary period shall be twelve (12) months. The probationary period is considered part of the examination process by which the qualifications of a candidate are determined. The probationary employee is an employecc at will and may be disciplined, suspended, or discharged without cause and without appeal at any time during the probationary period.

- B. Ending Probation.

Each employee shall be evaluated by their immediate supervisor during the sixth month of the probationary period. The supervisor will point out any deficiencies in performance noted during that period of time. This requirement is intended by the parties to create an expectation of communication only, and shall not be construed as affecting in any way the “at will” status of probationary employees; further, the failure to provide the six month evaluation shall not be subject to appeal or grievance and shall not invalidate a determination to end the probationary employment of any employee at any time.

In order to achieve regular status, an employee must attain a satisfactory evaluation. The employee may attach written comments to any evaluation. The probationary evaluation shall be reviewed by the department head, and a copy shall be forwarded to the Human Resource Director.

- C. Probation Upon Promotion or Transfer.

The trial service period for promotional appointments and transfers shall be for six (6) months. This trial service period is used in order to determine ability and qualification for the position promoted to, and shall not be used to determine compensation level. A transferred or promoted employee who fails to achieve a satisfactory evaluation during trial service shall be reinstated to the former position, and, in that instance, the last person hired in the promotional series may be laid off.

ARTICLE 10 – PERSONNEL RECORDS

The County and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records shall accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

A. Copy of Documents to Employee and Union.

Whenever a supervisor forwards any paper into an employee's personnel file, a copy shall be provided to the employee.

B. Comment on Unfavorable Matters.

In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.

C. Employee Review of File.

Each employee shall be allowed access to the employee's personnel file for review of its contents at reasonable times and upon reasonable notice.

D. Access to Personnel Records.

The County shall ensure that only persons with a legitimate reason for access, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged.

E. Custodian.

An employee's personnel file shall be the file maintained in the Human Resource office.

F. Discipline Documents/Union Copy.

This file shall contain documentation of discipline imposed above the level of verbal counseling in order for any discipline to be relied upon to justify a higher level of discipline. The Union shall be given a copy of papers placed in the personal file which constitute discipline.

G. Private Information.

The County shall appropriately protect the confidentiality of records relating to employees when disclosure would constitute an invasion of privacy. A person's "right to privacy," "right of privacy," "privacy," or "personal privacy," is invaded or violated only if disclosure of information about the person: (1) would be highly offensive to a reasonable person, and (2) is not of legitimate concern to the public. The provisions of this contract dealing with the right to privacy in certain public records do not create any right of privacy beyond those rights that are specified in this contract, under Washington

and federal law (including but not limited to HIPAA). Medical records, physician notes and County records reflecting medical information shall be retained in the employee's medical file maintained by the Human Resources Director within that Department.

An employee will be afforded notice in advance of disclosure of personnel records which the County deems appropriate under RCW 42.17, in order to seek to prevent disclosure, if any question exists concerning whether the information to be disclosed implicates a right of privacy.

ARTICLE 11 – WORKWEEK, HOURS OF WORK

A. Hours of Work Unless Otherwise Specified.

The normal workweek for regular full-time employees shall consist of a five (5) or four (4) consecutive full-time day workweek, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. with two (2) or three (3) consecutive days off as assigned by the County, PROVIDED that, in compliance with Article 12 (C) of this Agreement, the workday may be altered and/or flex-time arrangements made by the County with the concurrence of the employee and/or as requested by an employee with the prior approval of the supervisor and department head.

The County may depart from the normal workweek described above without further bargaining and implement a 37.5 hour workweek, by department, by classification and/or by position. The County may transition between workweeks in its discretion.

B. Work Hours Specified for Building Maintenance – Janitorial Crew.

The normal workweek shall be Monday through Friday; the normal workday shall be scheduled between 4:00 p.m. to 1:00 am. The workday and workweek may be adjusted to allow for project accomplishment or systems maintenance on a Saturday or Sunday. Unless an emergency or unforeseeable event necessitates the change, employees will be given at least seven (7) days' notice of the schedule change.

C. Alternate Workweeks.

In addition to the workweeks established in this Article, a Department Head and the Union Representative may establish alternative schedules by mutual agreement, provided the hours of work do not obligate the payment of overtime, including a 5-8, 4-10 or 9-8 schedule.

ARTICLE 12 – OVERTIME

A. Overtime.

Overtime shall be considered as time worked in excess of the regularly scheduled workday or 40-hour workweek of a regular, full-time employecc. Part-time, temporary, and seasonal employees shall be paid overtime for hours worked in excess of forty (40) hours per workweek. Compensation for overtime shall be paid at the rate of time and one-half per hour... Overtime work must be authorized in advance by the department head, except in cases of emergency.

Overtime shall not be scheduled or worked except when warranted by business necessity as dctermined and approved in advance by the department head or an authorized designee.

B. Compensatory Time.

Employees may elect accrual of compensatory time in lieu of overtime payments, subject to approval by the County. Employees' requests to accrue comp time may be granted or denied case by case by the County. However, supervisors may not direct an employee to take comp time in lieu of pay. Employees may not accrue compensatory time in excess of forty-eight (48) hours; provided however that the compensatory time cap for Juvenile Corrections Officers shall be eighty (80) hours.

Authorized compensatory time will be accrued at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked. Compensatory time is accrued in lieu of overtime pay only when requested and authorized. The employee and the department head are encouraged to schedule use of compensatory time by mutual agreement, and employees are urged to accrue only compensatory time which the employee and the department head reasonably anticipate can be scheduled off within the year. The County may purchase back the entire compensatory time balance of any employee, or any portion thereof, at any time. The County may purchase an employee's compensatory time balance before the end of a calendar year, before a promotion, and before a step increase to which an employee will become entitled, because the parties acknowledge that a comp time balance is not accrued with the intent that it will increase in value before the time off is taken.

C. Flextime Agreements (FTA) and Exception to Paid OT.

I. Daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate in those situations when all of the following conditions are met:

- a. the option to flex hours off or accrue compensatory time is initiated by the employee, supervisor, manager or elected official as an offer or request with the explicit understanding of all concerned that this option may be

utilized or not, by the employee, which choice shall in every instance be voluntary;

- b. in each instance when a supervisor proposes any alternative to the payment of overtime required by Article 12(A), the supervisor shall meet with the employee and shall insure that the employee understands that he/she may voluntarily accept or reject the flex time off, compensatory time bank increase and/or mutual benefits of the flexibility the option provides;
- c. In cases where the employee and a supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
- d. The hours actually worked on each day shall be noted accurately on the time sheet or in EDEN, as the case may be (including accurate entries showing the hours actually worked on the overtime day as well as the day(s) when fewer hours are worked as a flex, or in connection with a charge to any paid time off or compensatory time accrual balance; and
- e. In any case where an employee's EDEN or time sheet entries are altered, corrected, disapproved and/or changed by a supervisor, manager, department head or payroll administration employee, the record shall be printed showing the alteration and providing the reason, and a copy shall be provided to the employee. 2. "Flex Time Agreement" (hereinafter "FTA") enables employees whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting time, and varied workdays and days off within a workweek without overtime expense to the County, and (2) to flex time off within the same workweek, and (3) to meet operational needs without administrative process. Employees who wish to work under an FTA in order to routinely gain the ability to flex time off without need of the supervisor's approval in each instance must do so using a form of FTA approved by the Union. The form of FTA shall include notification to the employee that they have a right to daily overtime under Article 12 of the parties' labor agreement, that the FTA waives that right and that signing the FTA is completely voluntary. Employees so designated will be paid at the overtime rate only for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a General Rule under the contract.

Each FTA shall be (1) signed voluntarily by the employee, (2) shall be approved by the employee's Department Head or Elected Official, (3) shall be delivered to a Human Resources Department professional by the employee and approved case-by-case by the Human Resources Director, (4) shall be for an indefinite term and subject to cancellation by the employee or the County at any time, which cancellation shall be effective on the first day of the month following written notice of at least seven (7) calendar days, and (5) shall be retained in the

employee's personnel file with a copy provided to the Union. With regard to the County's previous practice of designating "alternative workweeks" in personnel action forms:

2. On April 1, 2014 any PAF designation of alternative workweek for any employee who has not voluntarily signed a Flex Time Agreement shall be null and void.
3. Consistent with the foregoing, the County's Human Resources professionals will audit compliance with Article 12 periodically.
4. Any dispute arising under Article 12 shall be resolved on an expedited basis as follows:
 - a. The Human Resources Department maintains an open door policy with respect to employee questions and concerns related to their employment.
 - b. No employee may be retaliated against in any manner nor dissuaded from calling to the attention of any member of the Human Resources Department any question or concern related in any way to County employment of any County employee.
 - c. If an employee believes that the terms of Article 12 of this Agreement related to Overtime or County policy are not being complied with, or that improper disparities in the employee's time record or pay exist, the employee shall promptly bring the matter to the attention of a Human Resources Department professional, and the question and resolution shall be confirmed in an email from the Human Resources professional to the affected employee, the Human Resources Director and a Union business representative responsible for the bargaining unit.
 - d. The time for the filing of a contract grievance deemed necessary arising out of an issue related to overtime, flex time and work time records/payroll accounting raised by this Article 12 shall begin with the email from the Human Resources professional described in this paragraph.
 - e. The grievance shall be initiated at Step 3 (Arbitration) after the matter has been referred to the Union's and the County's respective attorneys and the attorneys have obtained and exchanged relevant documents and information and conferred in a good faith effort to identify the correct resolution of the dispute.
5. Notwithstanding any contract or policy term, the parties' collective bargaining agreement shall not be interpreted nor applied to permit any manager or supervisor to direct an employee to work overtime hours on one occasion in excess of the regularly scheduled hours of work and take corresponding time off unwillingly on another regular workday. The regularly scheduled work hours (that is, 37.5 or 40) of the workweek shall be applied as the threshold for overtime as a matter of course and the time records will be administered in EDEN and the

payroll system as is the present practice under the alternative workweek consistent with the flexibility and ease of administration objectives of the parties.

ARTICLE 13 – HOLIDAYS

A. Holidays.

All employees shall be granted holiday time off paid at the regular rate of pay for the following recognized holidays:

Event	Date Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday of May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	
Christmas Day	December 25

Employees who are scheduled to work twenty (20) hours or more per week and less than forty (40) shall accrue and use holiday benefits pro rata based upon the regular hours of the workweek the employee is assigned.

B. Floating Holidays.

Four (4) floating holidays shall be granted and selected at the option of the employee with one week's prior notice and approval of the department head. To be eligible to receive the floating holidays, a new employec must be on the payroll for six (6) months. These holidays must be used by December 31 of each year, or be lost.

C. Use of Floating Holiday at Christmas.

Department heads will permit employees to use floating holidays on the day before and the day after Christmas by seniority, subject to the County's need to maintain minimum staffing as determined by the Department Head. Seniority may not be used to gain approval for these days off after December first of the calendar year.

D. Holidays Observed.

When a holiday falls on a Saturday, the preceding Friday shall be observed by those employees who work a regular Monday through Friday schedule; and when one of the holidays falls on a Sunday, those employees shall observe the holiday on the following Monday. If by mutual agreement, the date of the legal holiday is changed to accommodate employees having weekends off, those employees not scheduled on a Monday through Friday workweek shall be compensated for working the actual holiday date. If the holiday is celebrated on one of the employee's regular days off, the employee shall receive an additional day of annual leave for each holiday under this circumstance.

E. Holiday Pay.

Work performed on holidays which falls within the employee's workweek shall be considered as overtime work and shall be compensated in the same manner as overtime rather than straight time in addition to the pay for the holiday. Work performed on a holiday in excess of the normal workday shall be compensated at double time and one-half, however, if an employee's regular work schedule requires that the employee work on a holiday, in lieu of paying overtime or double time and one-half (2-1/2), as the case may be, the supervisor and the employee may agree to schedule another day off in lieu of the regular holiday.

ARTICLE 14 – VACATIONS

A. Accrual.

Vacation shall be accrued as follows:

<u>Months of Service</u>	<u>Working Hours Per Month</u>	<u>Hours Per Year</u>
0 through 48	8	96
49 through 108	10	120
109 through 168	12	144
169 through 204	14	168
Over 204	16.666	199.99

Employees who are scheduled to work 20 hours or more per week and less than 37.5 shall accrue and use vacation benefits pro rata based upon the total of regular hours of worked in the month.

B. Scheduling.

Each year employees shall initially request one block of consecutive days of vacation, which shall be submitted during a mutually agreed time frame established within each department by department. The policy shall be subject to review and approval of the Human Resources Director in order to become effective. Requests so submitted will be granted by seniority. No employee may exercise seniority or other preference to gain

more than one block of consecutive vacation days in a single "stage" of this process.

Each department employee shall have the right to schedule vacation during the first stage of scheduling. The vacation bidding process will be administered in like fashion for a second and, if needed, third stage of seniority vacation bids.

Any requests received by the department head, or designee, after the last day of the agreed time frame for vacation scheduling/bidding will be approved on a first-come, first-serve basis.

C. Use.

Vacation time shall be by mutual agreement between the employee and the department head. Vacations may be taken at any time during the year, with the welfare of the job being the determining factor. Employees may split their vacation into as many parts as is mutually agreed to between the employee and the department head.

D. Maximum Accrual.

Vacation leave may be accrued to a maximum of the vacation time which can be earned by the employee working 24 months based upon the employee's vacation accrual rate. Vacation in excess of the maximum accrual rate shall not be earned or posted to an employee's vacation balance, and for so long as an employee's vacation balance is at the maximum that employee shall forfeit monthly vacation which otherwise would be earned.

E. Payment at Job Separation.

An employee who terminates may use vacation to meet the minimum hours required for insurance eligibility in the last month worked and shall be paid for any additional accrued vacation time in lump sum. Cash payment to PERS I employees hired after January 1, 1996, upon retirement on account of vacation balance shall not exceed 240 hours. However, if a PERS I employee has accrued vacation in excess of 240 hours the employee shall be continued on the payroll for time equivalent to the annual leave in excess of 240 hours.

F. Holiday Which Falls Within Vacation Leave.

If a holiday falls during an employee's vacation, said employee shall not be charged for annual leave on the holiday

ARTICLE 15 – SICK LEAVE

A. Accrual.

All full-time employees shall be entitled to eight (8) hours of sick leave for each full month of employment. Employees who are granted sick leave shall continue to accrue sick leave and vacation leave during that absence or sick leave. Employees who are scheduled to work 20 hours or more per week and less than thirty-seven and one half (37.5) hours shall accrue and use sick leave benefits pro rata based upon the regular hours

of workday the employee is assigned.

B. Use.

Except as hereinafter provided, to the extent accumulated, sick leave with pay shall be allowed an employee who is incapacitated due to sickness or injury or when, due to exposure to contagious disease, the presence of the employee may jeopardize the health of others. Sick leave may be used when use is mandated by state or federal leave laws as explained in County leave policies.

C. Physician Visits.

Sick leave may be used for visits to a physician, dentist, or other professional medical practitioner for professional medical services for the employee. The employee should schedule appointments during off duty hours so as to minimize interference with the work schedule.

D. Reports and Physician's Certificate.

Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the department head or their designee. An employee who has been absent on sick leave shall, in the first workday after returning to work, provide information as is required by the County to approve the use of sick leave with pay for the absence.

The ability to reliably and predictably attend work is an essential job function and employee responsibility. The County may require an employee to provide a professional physician's verification of an employee's, child's or family member's illness or injury as a condition of approving sick leave with pay when the County reasonably believes based on a pattern or other facts that sick leave abuse has occurred, and may request a medical opinion at any time. In the event the County intends to require verification, the employee will be notified of the requirement prior to returning to work.

The County may require an employee to provide certification by a professional physician that the employee is sufficiently recovered as to be able to return to work and assume his or her normal duties prior to the employee returning to work or, in the event the employee has appeared at work, prior to resuming work. If the County does not allow the employee to return to work due to a need for certification, the employee will be allowed to continue the use of sick leave. The County shall not unreasonably withhold approval of sick leave with pay from employees.

Medical records and physician's notes constitute "private information" addressed in Article 10(G), and shall be presented to Human Resources and retained confidentially subject to the County's "need to know" and confidentiality policies.

E. Death or Retirement.

In the event of death or job-related permanent, total disability of an employee as defined in the workers' compensation system, the employee's accumulated sick leave shall be

paid to the employee or to the employee's estate. In lieu of the County sick leave cashout policies, the following shall apply to bargaining unit employees:

1. In the event an employee leaves employment with fifteen (15) or more years of service, the County will contribute to the employee's VEBA account to be established under this Agreement, an amount computed based on the employee's current base wage equal to fifteen percent (15%) of the value of the employee's sick leave balance.
2. In the event an employee leaves County employment with twenty (20) or more years of service, the County will contribute to the employee's VEBA account to be established under this Agreement, an amount computed based on the employee's current base wage equal to twenty percent (20%) of the value of the employee's sick leave balance.
3. In the event an employee retires with twenty-five (25) or more years of service, the County will contribute to the employee's VEBA account to be established under this Agreement, an amount computed based on the employee's current base wage equal to twenty-five percent (25%) of the value of the employee's sick leave balance.

The VEBA account referenced above shall be owned by the employee.

F. Protected Family Leave.

County personnel policies generally applicable to all employees shall govern family leave, family care and maternity or parental leave and shall be no less favorable than state and federal protected leave laws.

G. Initiative 1433/County Policy

Effective January 1, 2018, the County shall administer paid sick leave under this Article in accordance with Initiative 1433 and County Policy.

ARTICLE 16 – BEREAVEMENT LEAVE

Up to three (3) bereavement leave days shall be granted off with pay for a benefit eligible employee to make household arrangements and to arrange for and attend a funeral for or grieve the death of a member of the employee's immediate family. Immediate family shall mean persons related by blood, whether whole or half, marriage or adoption in the following relationship: Spouse, child, grandchild, grandparent, parent, and sibling or relative living in the employee's household, and any others recognized by the County in policy as immediate family members.

Bereavement leave shall be used in accordance with the policies and procedures set forth by the County.

In addition, the County shall grant additional time if needed due to travel in excess of 500 miles, provided that travel is to attend a memorial service or to be with an immediate family member during the final days of an illness considered terminal. This time shall be charged to accrued vacation and accumulated compensatory time, or leave without pay in the event the employee has no accrued leave to draw from.

ARTICLE 17 – LAYOFFS

A. Layoff and Notice of Layoff.

When in the sole opinion of management it is necessary or advisable to reduce the workforce, the Union shall be notified and the following procedure shall be implemented. Employees shall be given at least two weeks' notice of layoff. The County shall select the positions or classifications to be eliminated and the effective date of the layoff. The persons occupying such a position or classification will be laid off unless they are eligible to bump to a lower position.

B. Bumping Procedure.

If a laid off employee has previously held regular employment status in an equal or lower paid classification occupied by a person with less seniority and performed satisfactorily in that classification, the employee may bump into the position held by the least senior person in such a classification, subject to the following:

1. An employee may bump into an appropriate position subject to the requirements of this Article:
 - a. a position within the department related by career ladder for which the employee is qualified, or
 - b. to a position outside the department and within the bargaining unit related by career ladder for which the employee is qualified, or
 - c. to a position which the employee has held previously and in which the employee performed satisfactorily, or
 - d. to a similar position which consists of substantially the same duties as the position previously held, which is within the bargaining unit, where the employee performed satisfactorily in the previously held position.

Provided, however, that neither Public Works maintenance workers nor Facility Maintenance workers shall be able to bump into the other of these two (2) classifications unless the employee is eligible to do so under paragraph 1(c).

Provided further that employees in the classification of Customer Service Specialist may only bump another Customer Service Specialist in the same department, or to a position described above in Art. 17(B)(1)(d).

2. The employee must be qualified to perform all the duties of the bumped position

and currently possess required qualifications, licenses and certifications. The required qualifications, license and certification will be determined by the County in the sole discretion of the Human Resource Director whose decision shall be final.

3. If the position bumped to was not previously held, then the employee will be required to serve a trial service period as provided for in this Agreement for employees upon promotion. If trial service performance is less than satisfactory, the employee shall be returned to laid-off status subject to recall.
4. The person bumped shall have less seniority and shall be the least senior person in the classification and in any of the positions related by career ladder, and shall be the person laid off subject only to that person's ability to bump another.
5. An employee shall have the right to bump into a lower classification or equivalent if the job title has been changed since the employee transferred or was promoted out of the position and the essential job functions and duties have remained essentially the same.
6. There shall be no bumping to a higher paid position. A displaced employee shall be placed at a step in the pay range of the lower classification which is nearest to and not more than the step previously achieved in the prior classification, and the employee shall maintain the same anniversary date.
7. There shall be no bumping into a Teamster bargaining unit from a position not included in the same bargaining unit on the date of layoff.

C. Recall.

For up to thirteen (13) months after layoff, an employee shall be recalled to the position from which the employee was laid off in inverse order of seniority. Recall shall be administered in accordance with County Administrative Policy 210.

D. Bargaining Unit Seniority and Loss of Seniority.

"Seniority," as this term is used throughout this contract, means and shall be determined based upon "years of continuous service within the bargaining unit." All seniority shall be lost after thirteen (13) months in layoff status, and upon leaving the bargaining unit for any other reason. If a County employee is laid off and within 60 calendar months of layoff is hired into a bargaining unit position, that employee shall have all previously earned and lost bargaining unit seniority restored.

ARTICLE 18 – RETIREMENT

A. Retirement.

The County shall provide the employee whatever employee retirement benefits are required by statute.

B. Section 401(a) Plan Match.

Effective on and after July 1, 2018, the County shall match an employee's contribution in an amount up to two (2) percent (2%) of base salary into an IRC § 401(a) plan, only if and provided that the employee is a DRS Retirement system participant. The County's contribution shall come from the funds which represent a current reduction in County retirement contribution rates below the January 1999 level. Should the difference between the January 1999 rate and the current rate ever be less than two (2) percent (2%) in the future, the County may cease making the matching contribution. The amount paid by the County in accordance with this Article shall be included as part of salary compensation in any salary survey or comparison used for setting compensation levels.

ARTICLE 19 – MISCELLANEOUS

A. Education Programs.

Upon satisfactory completion of a job-related educational course when the employee who desires to take the course has prior written approval from the Commissioners, or their designee, the County shall reimburse for tuition fees for the program. The County agrees to compensate reasonable expenses for textbooks required for courses and will retain the textbooks in the Department.

B. Jury Duty.

Employees called for jury duty in any municipal, county, state or federal court shall advise the County upon receipt of call and, if taken from work for jury duty, shall be paid their regular compensation minus any compensation received from jury duty. The employee must provide documentation to the County of the amount of compensation received for jury duty.

C. Coveralls for Sewer Treatment Plant Crew.

The County agrees to furnish and launder the coveralls for the sewer treatment plant crew. The coveralls shall be the property of the County and used only for County authorized work.

ARTICLE 20 – HEALTH BENEFITS

A. Health Care Insurance.

During the life of this Agreement, the County will provide Health Care Insurance for eligible employees and their dependents. Employees shall be eligible for benefits under this Article 20 during the month following any month in which the sum of the employee's hours worked, paid time off and authorized time off is eighty (80) hours or more. The County shall remit premium to the Trust by the fifteenth of the month following any month when hours establish eligibility. Coverage commences according to the terms of the Plan Document. Severance payments of vacation under Article 14(E) are not payments, which result in eligibility in the next month.

Employees who are enrolled in the plans of the Washington Teamsters Welfare Trust as of December, 2006 and employees hired thereafter shall have the Teamsters Medical Benefit Plans as described in pertinent documents of the Washington Teamsters Trust as revised by the Trust periodically, and as revised or changed by the Trust:

TEAMSTER MEDICAL BENEFIT PLANS AS OF July 1, 2025:

The bargaining unit has elected:

Teamsters Dental Plan B

Teamsters Vision Ext

Teamsters Medical Plan B

Effective January 1, 2024, the County will pay up to one thousand three hundred ten dollars (\$1310.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective the first of the month following the date of ratification, the County will pay up to one thousand four hundred ten (\$1410.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2026, the County will pay up to one thousand four hundred sixty dollars (\$1460.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.

The County will continue to pay the composite rate for full family coverage (or the pro rata amount for part time job share employees) for the plan described above in an amount not to exceed the amount stated above during the term of this Agreement. The employee shall pay 100% of the amount of premium established or revised by the Trust in excess of that amount. Any increase in premium shall be paid by the employee. Provided, however, that job share partners shall be required to contribute as specified in Article 2 of this Agreement related to benefits for part-time employees, and the County shall pay the balance for the benefit of that employee.

The County and the Union agree that County premium contribution shall be applied toward purchase of the Dental, Vision and Medical in that order. Members who opt out pursuant to Trust guidelines shall be entitled to apply the County premium in the descending plan order set out above.

B. To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Anniversary date beginning the 10th year of service with Clallam County – Sixty-five dollars (\$65.00)/month
- Anniversary date beginning 15th year of service with Clallam County – One hundred dollars (\$100.00)/month
- Anniversary date beginning 20th year of service – One hundred thirty-five dollars (\$135.00)/month
- Anniversary date beginning 25th year of service with Clallam County – One hundred seventy dollars (\$170.00)/month
- Anniversary date beginning 30th year of service with Clallam County – Two hundred five dollars (\$205.00)/month

At no point will the employer contributions exceed that portion for which the employee is responsible (the employee portion excluding longevity consideration) for the bargaining group selected plans.

C. Reopeners.

The Union may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to a less costly selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement. In the course of bargaining a change in plans, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County, including terms related to an HRA account in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees, provided that the Union has bargained to establish an HRA as a part of total compensation of employees.

Any less than full time employee not enrolled in health insurance under this Agreement who is entitled by law to receive benefits under the Affordable Health Care Act or other law, will be entitled to them on terms as may be established by the parties in bargaining concerning the impacts of the applicable law requirement when its application to the County is established.

The County may reopen Article 20 in the event the premiums paid for Teamsters Health

and Welfare benefits exceed the premiums paid for health and welfare benefits to non-Teamster bargaining units.

The parties shall meet and bargain the effects, if any, of the Affordable Care Act as requested by either party when and as impacts become known.

ARTICLE 21 – COMPENSATION

A. Wages.

The Teamster Salary Schedule is attached and marked as Appendix A. Appendix A reflects a six percent (6%) Cost of Living Adjustment over the January 1, 2024 wage schedule, to be effective the first of the month following the date of ratification. Bargaining unit wages shall remain as set forth in Addendum A through December 31, 2025. Thereafter, the wage scale shall be increased as follows:

- January 1, 2026, a one and one half percent (1.5%) Cost of Living Adjustment
- July 1, 2026, a one and one half percent (1.5%) Cost of Living Adjustment
- January 1, 2027, a one and one half percent (1.5%) Cost of Living Adjustment

Appendix B contains Teamster wage rate schedules for employees covered by Addendum C who are participants in the WCTPT.

In addition to the above increases, the following positions will receive a hazard pay premium of one percent (1%) whenever a Declaration of Emergency has been issued by the County Administrator and/or the Clallam County Board of Commissioners for so long as the Declaration of Emergency remains in effect: Senior Juvenile Corrections Officer, Juvenile Corrections Officer and Juvenile Corrections Officer – On Call.

In addition to the above, as a result of a 2018 salary study completed on positions within Parks, Fair, & Facilities, and a 2023 salary study completed on positions within DCD, both of which were not fully implemented, the following shall occur the first of the month following the date of ratification:

P&F Maintenance Worker I, II, and III positions will each increase by one (1) Range (2.5% increase) with no reduction in the current step held.

Roads Maintenance Worker I, II, and III positions will each increase by one (1) Range (2.5% increase) with no reduction in the current step held.

Custodian positions will increase from Range 39 to Range 43 (10% increase) with no reduction in the current step held.

Fleet Mechanic I, II, and III positions will each increase by one (1) Range (2.5% increase) with no reduction in the current step held.

Code Enforcement Field Officer positions will increase by two (2) Ranges (5% increase) with no reduction in the current step held.

Building Inspector I, II and III positions will each increase by two (2) Ranges (5%) increase with no reduction in the current step held.

Ratification Bonus. Bargaining unit employees shall each receive a ratification bonus of seven hundred fifty dollars (\$750.00), effective the first of the month following the date of ratification, payable in the check that covers that pay period.

B. Working Out of Classification.

Employees may periodically work out of classification during peak workloads without additional compensation. This work shall be considered an opportunity to learn and gain experience, as well as being a normally expected function of employees to assist for the benefit of all concerned. An employee shall be paid at the next higher salary step in the higher classification which will provide a minimum five (5%) salary adjustment above their current salary at the request of the department head under the following conditions:

1. When an employee is assuming the responsibilities of the higher classification for a minimum of two weeks due to illness, vacation or leave of another employee.
2. When an employee is assigned to a special project which is expected to last for a minimum of two weeks, but shall not exceed four weeks.

C. Salary Upon Promotion.

Promoted employees shall be placed at the appropriate salary step in the higher salary range in order to provide a minimum five percent (5%) adjustment above the former salary. This does not prohibit the County from placing an employee at a higher step of the new salary range in accordance with the County's Uniform Personnel Policies & Procedures.

D. Stand-by Time.

Any employee assigned to be available to respond to work while off duty shall be paid the employee's regular rate of pay in accordance with the Fair Labor Standards Act unless the employee is provided a cell phone and may otherwise engage in normal activities.

E. Callback Time.

An employee called to report to work outside the regular work schedule shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2). This section shall not apply to early call out or extension of the regular shift. The callback or extension minimum shall not apply where an employee attends an evening meeting as part of that

employee's duty assignment. Telephone calls which do not involve an interruption of off-duty time in order to report to work will be paid at the overtime rate in increments

rounded to the nearest fifteen (15) minutes.

F. West End Pay.

All employees shall receive west-end pay (10 cents per hour) who live and are assigned to work west of the North-South line at the west end of Lake Crescent.

G. District Court 1 – Court Operations Specialist Premium.

All Court Operations Specialists assigned to District Court 1 may be periodically directed by the Judge to administer the collection process for urine analysis testing (UA) of same sex individuals appearing before the Court. Effective July 1, 2006 and for so long as this additional duty is assigned, employees in the Court Operations Specialist classification shall receive a premium of \$1.00 per hour for all actual hours worked.

ARTICLE 22 – DRUG & ALCOHOL POLICY

A. Policy.

The County considers its employees its most valuable asset; the Union and the County share concern for the safety, health and wellbeing of employees and, based on this concern, agree to a drug and alcohol policy, the terms of which are set forth in this Article and the Clallam County Drug and Alcohol Policy and Procedures, which have been bargained and which by this reference are incorporated as if fully set forth herein. Any subject under the policies which is a mandatory subject of bargaining shall not be changed unless the change is bargained. The drug and alcohol policy and procedures are attached to the “original” execution copies and this Agreement. The County need not bargain concerning changes to the forms used in the administration of the policy and question and answer documents which the County also has prepared.

B. Time Spent in Testing is Hours Worked.

The County may require the employee to submit to recognized drug or alcohol test procedures pursuant to the County’s drug and alcohol policy. The costs for time spent in testing and the costs of testing shall be borne by the County. All employee cooperation with the policy shall be work time. However, the cost of employee testing under a return to work agreement shall be paid by the employee during the first year following return to work.

C. Time Spent After Refusal is Not Hours Worked.

Any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the County’s request. Refusal of any employee to fully cooperate with and submit to take a drug or alcohol test upon request in accordance with County policy shall be deemed as a basis for discharge.

D. Leave for Treatment.

If testing and evaluation should reveal that an employee has abused alcohol or used

controlled substances and treatment is recommended, or if the employee voluntarily enrolls in a treatment program, or if the employer believes that a program of treatment is appropriate, then the employee may take earned leave, and if necessary, the County may place the employee on leave without pay until the employee has successfully completed the appropriate program.

E. Selection of Testing Labs.

The County shall initially select reputable facilities for base testing and confirmatory testing at County expense. The facility for confirmatory testing must meet all standards set by the U.S. Department of Health and Services for laboratory performance and must employ certified medical technologists and technicians. The Union will be provided with the testing facilities names, addresses and credentials if requested. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The Union also retains the right to request a change in test procedure or test facility if a reasonable and superior alternative to either becomes available.

F. Searches.

Employees have no expectation to be free from search of a County vehicle, locker, desk or contents of other similar Department controlled spaces. A search of areas used exclusively by an employee (when directed at or against an employee due to suspicion of a violation of this policy) shall be based on reasonable belief that the employee possesses any controlled substance. A search shall be approved by the department head or his/her designee with advice from the Director of Personnel and Risk Management, and, if possible, notice to the employee and an opportunity to be present shall be given.

ARTICLE 23 – FUTURE NEGOTIATION

- A. Negotiations on proposed amendments to this Agreement may be initiated at any time by mutual agreement of the County and the Union. Any mid-term negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiations.
- B. In the event economic conditions improve for the County and revenues are substantially above projections the parties agree to meet and discuss modifications to the new contract which are mutually responsible. The meetings and discussions under this paragraph shall not constitute or imply a contract re-opener or requirement for mediation.
- C. Negotiations of the successor agreement will reopen not later than six (6) months prior to expiration of this Agreement.
- D. Any change to this Master Labor Agreement must be agreed upon by the County and each bargaining unit recognized hereunder or by a combined vote of all affected employees, as the Teamsters may determine.

ARTICLE 24 – SEVERABILITY AND SUPERIORITY

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstance shall not be affected. If any portion is ruled invalid, the Union and County shall meet and expeditiously proceed to negotiate a replacement provision.

County approval and ratification of this Agreement and the Recognition Agreements related hereto is contingent and conditional on the approval and acceptance of this Agreement by the Washington Teamsters Health and Welfare Trust and the Washington Teamster Pension Trust.

Any provision of this Agreement which contravenes any Federal, State or local law shall be invalid.

Date Signed: 06/25/2025

Date Signed: 6/24/25

TEAMSTERS LOCAL UNION NO. 589

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Robert A. Driskell

Robert Driskell, Secretary-Treasurer

EXLayD

Mike French, Chair

Randy Johnson

Randy Johnson

Mark Ozias

Mark Ozias

ATTEST:

Loni Gores

Loni Gores
Clerk of the Board



APPROVED AS TO FORM:

Matthew Lynch

Matthew Lynch, County Labor Counsel
& Spokesperson

ADDENDUM "A"

TEAMSTER CLASSIFICATION LIST

<u>CLASSIFICATION</u>	<u>RANGE</u>
<u>TEAMSTERS PENTRUST</u>	
Crew Foreman	59
Fleet Foreman	59
Fleet Mechanic III	57
Fleet Mechanic II	55
Maintenance Worker III	55
PF&F Maintenance Worker III	55
Maintenance Worker II	52
PF&F Maintenance Worker II	52
Fleet Mechanic I	51
Maintenance Worker I	49
PF&F Maintenance Worker I	49
 <u>TEAMSTER</u>	
Jail Nurse (RN)	75
Public Health Nurse III	68
Engineer I (EIT)	67
Senior Permit Coordinator	67
Planner III	66
Project Coordinator Salmon Restoration	66
Special Assistant to Command Staff	66
County Surveyor	65
Appraiser IV	64
Customer Support Coordinator	64
Environmental Health Specialist III	64
HHS Financial Analyst	64
Network Administrator	64
Public Health Nurse II	64
System Administrator	64
Regional Trails & Active Transportation Coordinator	62
Building Inspector III	62
GIS Specialist IV	62
Senior Wastewater Plant Operator	62
Systems Analyst	62
Drug Court Coordinator	61
Epidemiologist	61
Family Therapeutic Court Coordinator	61
Habitat Biologist II	61
Accountant	60
Administrative Operations Coordinator	60
Appraiser III	60

Clinical Coordinator	60
Environmental Health Database Technician	60
Environmental Health Specialist II	60
Environmental Health Water Quality Specialist	60
Lead Clerk Coordinator	60
Lead Legal Coordinator	60
Lead Right-of-Way Agent	60
Public Health Nurse I	60
Surveyor V	60
Behavioral Health & Homelessness Program Coordinator	59
Developmental Disabilities Program Coordinator	59
GIS Specialist III	59
Harm Reduction Program Coordinator	59
Road Facilities Foreman	59
Administrative Specialist IV	58
Building Inspector II	58
Cadastral Land Document Specialist	58
Deputy Coroner Medicolegal Death Investigator	58
Emergency Management Program Coordinator II	58
Fiscal Specialist V	58
Juvenile Detention Registered Nurse	58
Service Desk Technician	58
Probation Officer II	57
Veterans' Program Coordinator	57
Victim Witness Coordinator	57
Appraiser II	56
Environmental Health Drinking Water Specialist	56
Environmental Health Specialist I	56
GIS Specialist II	56
Code Enforcement Field Officer	55
Habitat Biologist I	55
Maternal Child Health Support Specialist	55
Planner II	55
Prevention Specialist	55
Probation Officer I	55
Public Health Communications Specialist	55
Streamkeepers Coordinator	55
Administrative Specialist III	54
Building Inspector I	54
Emergency Management Program Coordinator I	54
Energov Application Specialist	54
Fiscal Specialist IV	54
Juvenile Detention Licensed Practical Nurse	54
Lead Treatment Counselor – Mental Health	54
Lead Treatment Counselor – SUDP	54
Mental Health Counselor Associate	54
Purchasing Agent	54

Right-of-Way Agent	54
Senior Juvenile Corrections Officer	54
Wastewater Treatment Plant Operator	54
GIS Specialist I	53
Agent Subagent Liaison	52
Appraiser I	52
Court Clerk III	52
Customer Service Specialist IV	52
Lead Recording Examiner	52
Lead Title Examiner	52
Legal Process Coordinator	52
Prevention & Linkage to Care Coordinator	52
Public Health Support Specialist	52
Treatment Counselor – SUDP	52
Voter Registration Coordinator	52
WIC Support Specialist II	52
Juvenile Corrections Officer II	51
Administrative Specialist II	50
Engineering Technician	50
Engineering Technician – Construction Inspector	50
Fair & Events Specialist	50
Fiscal Specialist III	50
Marine Resources Committee-Administrative Specialist	50
Planner I	50
Resident Park Ranger	50
Trail Maintenance Worker and Volunteer Coordinator	50
Veterans’ Service Officer	49
Legal Assistant	49
Legal Process Assistant II	49
Appraiser Trainee	48
Building Permit Center Customer Service Specialist	48
Care Management Coordinator	48
Court Clerk II	48
Customer Service Specialist III	48
Elections Assistant	48
Juvenile Corrections Officer I	48
Noxious Weed Control Inspector	48
Noxious Weed Control Specialist	48
Recording Examiner II	48
Title Examiner III	48
WIC Service Specialist I	48
WIC Support Specialist I	48
Fiscal Specialist II	47
Administrative Specialist I	46
Court Clerk I	44
Customer Service Specialist II	44
Legal Process Assistant I	44

Recording Examiner	44
Title Examiner II	44
Custodian	43
Fiscal Specialist I	42
Customer Service Specialist I	40
Parents for Parents Coordinator	40

ADDENDUM "B"

RECOGNITION AGREEMENT

JUVENILE/ADULT PROBATION AND CORRECTIONS DEPARTMENT

ARTICLE 1 – RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining representative for full-time and part-time employees listed in Article 5 of this Appendix B of the Master Teamster Agreement for Clallam County, and excluding those positions and work identified in Article 2 of that Master Agreement related to recognition.

Classifications and positions included in this Bargaining Unit are set forth in the Classification List in Article 5 of this Recognition Agreement.

Terms and conditions of the Master Teamster Agreement apply to this Bargaining Unit as if incorporated and set forth fully herein, unless or to the extent that the Master Agreement is modified by this Recognition Agreement.

ARTICLE 2 – HOURS OF WORK

A. Juvenile Corrections Officers.

Juvenile Corrections Officers may be assigned to work a 3-12 or a 5-8 shift schedule, or any other schedule mutually agreed upon by the parties, subject to any work period authorized under Section 7(k) of the Fair Labor Standards Act (29 USC § 207(a)). Regular days off shall be consecutive. The County may establish alternate shift hours for some or all employees, on a temporary or regular basis as warranted by operational justification. The County will consider scheduling requests of employees based on seniority, although the County retains the right to schedule based on operational concerns; and scheduling is subject to the County's right to reschedule shifts on an individual basis as needed.

ARTICLE 3 – OVERTIME

- A.** Overtime opportunities shall be offered to regular employees before being assigned to excluded part-time employees described in Article 2(C) of the Master Agreement.
- B.** The parties make an election under FLSA Section 7(k) for purposes of overtime computations consistent with this contract and the FLSA with respect to Juvenile Corrections Officers in the Juvenile Department.
- C.** The County shall pay juvenile corrections officers at the overtime rate for hours worked in excess of twelve (12) hours on a scheduled work day, for hours worked on a recognized holiday set forth in the Master Agreement, and for hours worked in excess of the total hours scheduled for the work period. All compensated hours shall be counted as hours worked for purposes of overtime hours of work computation.

- D. The County may fill overtime shifts by (in order of priority) scheduling on-call employees; by scheduling an officer selected from a list of those who have declared themselves available to accept overtime assignments at the particular time; by scheduling mandated overtime that does not conflict with vacation except as necessary in a declared emergency; by canceling previously scheduled earned leave only as a last resort. The parties recognize the County's right and duty to fill absences due to FMLA, injury or illness greater than two (2) weeks or other leaves of absence with an on-call employee for the duration of the absence.
- E. On-call employees may be assigned and scheduled by the County without regard to hours of work or shift or schedule restrictions set forth in this Agreement, in accordance with Department needs.
- F. The parties may implement cell phone contact procedures for filling overtime shifts and meeting staffing needs by offering overtime opportunities to those officers who are available and who desire to perform the work.
- G. Notwithstanding any other contract term, positions designated as on call juvenile corrections officers shall be paid at the overtime rate only for hours worked in excess of 171 hours in the 28-day FLSA work period.
- H. On scheduled workdays department meetings are attended as a shift extension and are paid at the overtime rate without regard to FLSA 7(k) hours. On scheduled days off, department meetings are attended as a call back and shall be compensated at the overtime rate and subject to the minimum established in Article 21(E).
- I. Juvenile Corrections Officers shall be permitted to accrue compensatory time subject to a cap of eighty (80) hours, which is an exception to the general rule stated in Article 12(B) of the parties' Master Labor Agreement.

ARTICLE 4 – MISCELLANEOUS

A. Education Programs.

In order to maintain State and County-wide and Department imposed training requirements and standards, Juvenile Corrections Officers and Probation Officers shall complete the mandated number of approved, job-related training each year. This mandated training shall be scheduled by the officer to be accomplished during on-duty time so that it is compensated at the straight-time rate of pay, and is generally on-line or correspondence coursework which is professionally required to maintain employment. In the event an officer fails to be on track to meet this requirement during the training reporting period, the County may schedule training and direct the officer to attend, and modify the officer's work shift schedule to accommodate attendance on duty and at the regular rate of pay. If during the year the Department mandates training other than attendance at the Academy and other than the required hours (currently forty for corrections and twenty for probation), the employer will pay overtime for those hours outside of the regularly scheduled shift. The intent of this section is that mandated training requirements necessary to maintain professional standards will be accomplished by each officer without overtime expense to the County. This section does not otherwise alter the overtime requirements

of Article 3 (C) of this addendum, and does not exclude from the overtime requirements of Article 3(C) the requirement to pay overtime compensation for training classes that cannot be scheduled or completed while on duty.

Article 21(E) related to call back time does not apply to mandatory training up to forty (40) hours in a year.

The County shall maintain an individual training record reflecting hours of completed training in order that the basis for straight time and overtime compensation is clear to supervisors, managers and employees.

B. Juvenile Corrections and Probation Officer Uniforms.

The County shall determine uniform attire and dress standard, and shall provide required uniforms and equipment, if required, to new corrections and/or probation officers. The County will pay to maintain and replace uniform and equipment items, up to and not to exceed three hundred dollars (\$300) to five hundred dollars (\$500) per year, as determined by the County, for corrections officers and one hundred fifty dollars (\$150) for probation officers, which shall be accomplished at regular times during the year as determined by the County.

C. Acting Shift Supervisor Pay

An employee who is assigned to act as supervisor and/or the senior officer on shift shall be paid a differential of five percent (5%) per hour for out of class assignments of an entire shift or more.

D. Vacation Scheduling.

Employees shall request their vacation time for the following year in December of the preceding year. If in the opinion of the department head, or designee, too many employees request the same time, seniority by shift shall prevail. Any requests received by the department head, or designee, after the last day of January will be approved on a first-come, first-serve basis during the year.

ARTICLE 5 – BARGAINING UNIT POSITIONS

The bargaining unit positions represented under the terms of this Recognition Agreement are:

<u>CLASSIFICATION</u>	<u>RANGE</u>
Probation Officer II	57
Probation Officer I	55
Senior Juvenile Corrections Officer	54
Juvenile Corrections Officer II	51
Juvenile Corrections Officer I	48

ARTICLE 6 – SICK LEAVE & FLOATING HOLIDAY ADJUSTMENT

Regular full time Juvenile Corrections Officers who work more than one hundred sixty eight (168) regularly scheduled hours per month (that is, 12-hour shifts) shall accrue sick leave at the rate of twelve (12) hours per month and forty-eight (48) floating holiday hours. These benefits and rates of accrual do not apply to relief employees.

ADDENDUM "C"

RECOGNITION AGREEMENT

ROAD, PARK & FACILITY MAINTENANCE AND ERR&R DIVISIONS

ARTICLE 1 – RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining representative for full-time and part-time employees listed in Article 6 of this Addendum C of the Master Teamster Agreement for Clallam County based on the parties' recognition that the community of interest of this bargaining unit is predicated on a requirement to obtain and maintain a commercial drivers' license or otherwise be subject to the random drug testing pool as a safety sensitive employee in a public works function, and excluding those positions and work identified in Article 2 of that Master Agreement related to recognition. This bargaining unit does not consist of employees whose primary duties consist of janitorial work.

Classifications and positions included in this Bargaining Unit are those stated in the "Bargaining Unit Positions List" set forth below as Article 6 of this Recognition Agreement.

Terms and conditions of the Master Teamster Agreement apply to this bargaining unit as if incorporated and set forth fully herein, unless or to the extent that the Master Agreement is modified by this Recognition Agreement.

ARTICLE 2 – HOURS OF WORK

The normal workweek shall consist of five (5) consecutive work days, Monday through Friday. The normal workday, except when ice and snow conditions exist, shall be eight (8) hours between 7 a.m. and 5 p.m. During ice and snow conditions, the normal workday may consist of an eight (8) hour shift between 6:30 a.m. and 4:30 p.m.

During the period that Daylight Savings Time is in effect, employees may be scheduled to work four (4) consecutive days, Monday through Thursday or Tuesday through Friday. The normal workday shall be ten (10) hours between 6:30 a.m. and 5:30 p.m.

In the event the County expects to incur budget reductions that may involve layoffs, the County must notify the Union whereupon the parties shall meet and confer for the purposes of adjusting wages on a temporary or permanent basis, adjusting the workweek on a temporary or permanent basis, or such other methods of reducing costs in an effort to retain employees or minimize a reduction in force.

With respect to Equipment Repair and Revolving Fund Public Works Employees, hours of work are also subject to the following:

- A. The normal workweek shall consist of five (5) consecutive work days, Monday through Friday for non-CDL employees of the Public Works Department. Their normal workday, except when ice and snow conditions exist, shall be eight (8) hours between 7 a.m. and 5 p.m. During ice and snow conditions, the normal

workday may consist of an eight (8) hour shift between 6:30 a.m. and 4:30 p.m. when so designated by the County Engineer.

- B. From April 1 through September 30, employees may be scheduled to work four (4) consecutive days, Monday through Thursday or Tuesday through Friday for non-CDL employees when so designated by the County Engineer. The normal workday shall be ten (10) hours between 6:30 a.m. and 5:30 p.m.

ARTICLE 3 – MISCELLANEOUS

- A. Coveralls.

The County agrees to furnish and launder the coveralls for ER&R mechanics crew. The coveralls shall be the property of the County and used only for County-authorized work.

- B. Mechanic Tools.

The County agrees to provide each ER&R Division of Public Works mechanic with a tool allowance for tool replacement at a rate of thirty dollars (\$30.00) per month.

- C. Callback Time.

Road Department employees called to work before the commencement of the regular shift shall, in addition to overtime, work the hours regularly scheduled provided work is available, unless the employee and supervisor agree otherwise. Due to inclement weather of snow and ice, the Road Department may schedule alternate hours of work which shall not be affected by this paragraph.

- D. West End Pay.

All employees shall receive west-end pay (10 cents per hour) who live and are assigned to work west of the North-South line at the west end of Lake Crescent.

- E. Maintenance Worker Proficiency, Placement and Compensation.

Maintenance Workers shall be subject to the following terms and conditions. This Article does not restrict the County from demoting a Maintenance Worker for employment misconduct. Restoration to the last held classification shall be contingent upon the terms of the discipline.

- 1. Placement on the Applicable Pay Plan.

9-Step Pay Plan: Maintenance Worker I will be assigned Range 49 of the 9 Step Clallam County Pay Plan. Workers shall be hired at Step 1 with eligibility to move to Step 2 after satisfactory completion of 12 months service with Clallam County Road Department. At the completion of each additional 12 months of satisfactory service, workers shall be eligible for advancement to the next Step. Maintenance Worker I shall not be eligible for steps beyond 3.

- 2. Proficiency Requirements for Maintenance Worker I.

Satisfactory performance for Maintenance Worker I shall include proficiency in the operation of 50% or more of the following listed equipment:

- Kick off Broom
- 5 Yard Dump Truck
- Patch Truck
- Mower (Shoulder)
- Chipper
- Peanut Roller
- Boom Truck

* Includes other pieces of equipment which the County and Union mutually agree fit within the scope of responsibility for Maintenance Worker I.

Evaluation of performance shall occur prior to completing 6/12 full months of service and at 12-month intervals thereafter. Evaluations based upon performance deficiency shall occur as often as may be necessary to obtain the desired improvement.

Any Maintenance Worker I who is unable within 24 months of hire, to satisfactorily operate more than 50% of the equipment as listed in subsection (a) above shall be terminated from County employment. Dismissal from employment under these circumstances shall not be the subject of grievance or appeal.

3. Proficiency Requirements for Maintenance Worker II.

Maintenance Worker II - is assigned Range 52 of the Clallam County Pay Plan. Workers promoted to this classification start at Step 1 of the Pay Plan and shall be eligible to advance to Steps 2 through 9 at 12-month intervals. Step increases are achieved on the first of the month following the anniversary of promotion to Maintenance Worker II.

Promotion to Maintenance Worker II classification shall be based upon satisfactory completion of 36 months of service as a Maintenance Worker I, possession of a tanker license endorsement, and demonstrated proficiency in the operation of 50% or more of the following listed equipment:

- 10 Yard Dump Truck
- Sander (5 Yard)
- Roller (Big)
- Mower (reach)
- Loader
- Pick-up Broom
- Spreader Box (5 yard)
- Jet Truck
- 10 Yard Water Tanker
- Plowing (5 Yard)

Evaluation of performance shall occur at 12-month intervals, unless performance deficiencies warrant evaluation for corrective purposes.

A Maintenance Worker II who is proficient on equipment which is designated for Maintenance Worker III, shall be eligible for out-of-classification pay as specified in sub B of this Article.

Maintenance Worker II may elect not to advance beyond those duties and responsibilities as are specified for Worker I and II. Such elections shall be without penalty.

Maintenance Worker II shall be eligible for promotion to Maintenance Worker III classification upon successful completion of 36 months of service as a Maintenance Worker II, possession of an "A" license with a tanker endorsement, and demonstrated proficiency in 50% or more of the equipment listed for Maintenance Worker III.

4. Proficiency Requirements for Maintenance Worker III.

Maintenance Worker III - is assigned Range 55 of the Clallam County Pay Plan. Workers promoted to this classification shall be placed at the nearest step which guarantees a two and one half percent (2.5%) increase and shall be eligible to advance to the next available steps after successfully completing each 12 month period thereafter. Step increases are achieved on the first of the month following the annual anniversary of promotion to Range 55.

A Maintenance Worker III shall demonstrate proficiency in the operation of 50% of the following equipment:

- Striper
- Distributor
- 10 Yard & Tilt Deck
- 5th Wheel & Trailer
- 10 Yard & Pup
- Grader
- Rubber Tire Excavators
- Backhoe
- Chip Spreader
- Plowing (10 Yard)
- Sanding (10 Yard)
- Athey Belt Loader
- Dozer
- Crack Sealer

A Maintenance Worker III who fails to meet standards of performance may be demoted to the last held step as a Maintenance Worker II, if performance does not meet class specifications. This employee shall be placed on a work plan with a maximum of quarterly evaluations and will be restored to the last held step as Maintenance Worker III when performance warrants.

F. Boot Allowance

A boot allowance of two hundred dollars (\$200) shall be included in the January 25th

payroll (subject to employee payroll taxes) for the following positions:

1. Road Maintenance Crew Worker I, II, III positions and Foreman positions (chipseal crew only)
2. Parks/Fair/Facilities Maintenance Worker I, II, III positions (not supervisors).

ARTICLE 4 – WORKING OUT OF CLASS

When a qualified road crew employee occasionally works at a higher classification to cover illness, vacation, leave or heavy workloads, the employee shall be paid at the same salary step in the higher classification. This pay shall begin immediately upon assuming the work responsibilities at the higher classifications. Notwithstanding the foregoing, employees in the classification of Maintenance Worker I are not eligible to receive out of class pay.

ARTICLE 5 – TEAMSTER PENSION

On behalf of regular employees identified in Articles 1 and 6 of this Roads Recognition Agreement, the County shall pay contributions on behalf of eligible bargaining unit employees as defined in the pension trust “Employer Union Pension Certification,” which the County shall continue to pay as an additional fringe benefit. Pension contributions are paid at the agreed upon rate per hour of compensation for hours worked (which includes salary and earned leave when taken or paid for any reason during employment).

This Agreement and every successor collective bargaining agreement shall not be construed as superseding any Letter of Agreement between the County and the Union concerning the **ROAD, PARK & FACILITY MAINTENANCE AND ERR&R DIVISIONS** election to participate in the Western Conference of Teamsters Pension Trust, each of which are, by this reference incorporated as if set forth fully herein and attached to this **ADDENDUM “C” RECOGNITION AGREEMENT** marked as Exhibits “1” and “2”. Provided however that the parties affirm their intentions regarding WCTPT contributions have at all times been that the amount paid to the WCTPT is as an additional fringe benefit. Contributions shall be calculated as described in this Article and in the pension trust “Employer Union Pension Certification” and related WCTPT instructive and contractual documents.

The Union will not file a grievance or pursue arbitration with respect to any matter that is already the subject of a claim, notice of deficiency, or lawsuit by the Western Conference of Teamsters Pension Trust or its administrative agency. If the Union wishes to bring claims related to a matter already being pursued by the WCTPT or its administrative agency, it will bring those claims in the same forum as the WCTPT.

ARTICLE 6 – BARGAINING UNIT POSITIONS

The bargaining unit positions represented under the terms of this Recognition Agreement are:

<u>CLASSIFICATION</u>	<u>RANGE</u>
PF&F Maintenance Worker I	49
Roads Maintenance Worker I	49
PF&F Maintenance Worker II	52
Roads Maintenance Worker II	52
PF&F Maintenance Worker III	55
Roads Maintenance Worker III	55
Fleet Mechanic I	51
Fleet Mechanic II	55
Fleet Mechanic III	57
Roads Facilities Foreman	59
Crew Foreman	59
Fleet Foreman	59

The bargaining unit does not include contract employees, positions funded by one-time state or federal grant money, and seasonal or temporary workers hired to work between April 1st and November 1st, and temporary employees who work less than 90 working days in a calendar year. If a temporary or seasonal worker returns the following year or multiple consecutive years and works more than ninety (90) consecutive workdays, the employee will earn the standard pension rate established in this Agreement.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Clallam County Employer Name 223 E 4th Street, Suite 16 Address Port Angeles WA 98362 City State Zip Code	Teamsters Local 589 Labor Organization (Union) Name PO Box 4043 Address Port Angeles WA 98363 City State Zip Code
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COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 07/01/25 to: 06/30/27

New Account Renewal — Account No. 105555/105558 Approximate No. of Covered Employees: 230

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) 91-6001298

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT	(For renewals, list all coverages, not just changes)	Monthly Rate
Medical Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> Z	\$ 1509.00
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical	\$
Dental Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	\$ 87.50
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental	\$
Vision Plan	<input checked="" type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No.

If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) July 2025 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer: Bob Milke
 Title/Assn County Administrator Date 6/24/2025

For Union: Robert A. Driskell Robert Driskell
 Title Secretary-Treasurer Date 06/25/2025

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)