

AGREEMENT BETWEEN  
THE SHERIFF AND THE WALLA WALLA COUNTY BOARD OF  
COMMISSIONERS

and

WALLA WALLA COUNTY CORRECTIONS & PROFESSIONALS ASSOCIATION

2016 - 2018

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## **INTRODUCTION**

THIS AGREEMENT is entered into by and between the Walla Walla County Board of Commissioners (“County” or “Employer”), and the Walla Walla County Corrections & Professionals Association (“Association”).

## **PURPOSE AND INTENT**

The purpose of this Agreement is to set forth the terms and conditions of employment for employees covered by this Agreement and provide for a system to promote orderly labor relations for the mutual interest of the County, the employees, and the Association. The parties recognize that the interest of the community and the job security of the employees depend upon the County’s success in providing proper service to this community.

To these ends, the County and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels among all employees.

## **PAST PRACTICE**

For purposes of this Agreement, a “past practice” shall be defined as an unwritten policy, procedure or work rule, whether or not it affects a mandatory subject of bargaining, and upon which the County, the Union, and the bargaining unit employees may have relied through a course of conduct. As of the effective date of this Agreement, all past practices are void, and no further force or effect.

## **ARTICLE I - RECOGNITION**

- 1.1 The County recognizes the Association as the bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all the full-time and regular part-time employees of the Walla Walla County Corrections Department with the exception of Supervisory Staff and confidential employees. The status of the Sheriff’s Office clerical employees is currently pending before the Public Employment Relations Commission. If the unit clarification petition is approved, all references to the Sheriff’s Office may be removed from the contract. If the petition is rejected, the recognition article will be revised to include the Sheriff’s Office clerical employees and all other articles which refer to the Sheriff will be included in the contract.
- 1.2 Regular part-time employees are defined for the purposes of this Agreement as employees regularly scheduled throughout the calendar year to work greater than or equal to twenty-five (25) hours per week but less than thirty-three (33) hours per week.
- 1.3 This labor Agreement shall not apply in any manner to seasonal or temporary employees.
- 1.4 Probationary Employee: An employee hired in a regular position of employment as defined in this Article hereinabove, who has completed less than the initial twelve (12) month period of continuous employment in the position. During the probationary period,

the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse. Probationary Employees are considered regular employees for the purpose of wages, benefits, and other terms or conditions of employment contained herein.

## **ARTICLE II - - MANAGEMENT RIGHTS**

- 2.1 Except as specifically changed or modified by any provisions of this Agreement, the County will continue to have, whether exercised or not, all the rights, powers, and authority heretofore existing, including, but not limited to, the following:
- A. Determine the standard of service to be offered by the Corrections Department/ Sheriff's Office.
  - B. Determine the standard of selection for employment.
  - C. Direct its employees.
  - D. Take disciplinary action for just cause.
  - E. Relieve its employees from duty for legitimate reasons.
  - F. Issue regulations and rules.
  - G. Determine the methods, means, and personnel by which the County's operations are to be conducted.
  - H. Maintain the efficiency of operation.
  - I. Determine the content of the job classifications.

## **ARTICLE III - NO STRIKE -- NO LOCKOUT**

- 3.1 The Association agrees that it will not call or support any strike, work stoppage, work slowdown, sympathy strike, or any other action against the County that would impede the proper functioning of the County government at any time for the duration of this Agreement. The County agrees that there shall be no lockout by the County of any part of the County's operation.

## **ARTICLE IV - NONDISCRIMINATION**

- 4.1 The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political preference, Association membership, or mental and physical handicap except for bona fide occupational qualifications.

## **ARTICLE V - ASSOCIATION SECURITY**

- 5.1 Subject to RCW 41.56.122 as described in paragraph 5.3 below, all bargaining unit employees as defined in Article 1 of this Agreement who are not or have not become members of the Association on or after the effective date of this Agreement shall be required to join the Association, as a condition of continued employment and maintain their membership in good standing in the Association during the life of this Agreement.
- 5.2 Employees may elect to not be members of the Association and instead pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as exclusive representatives of employees covered by this Agreement. The right of non-association of members of the bargaining unit based on bona fide religious tenets or teachings of a church or a religious body of which such public employees are members shall be protected at all times and such public employees shall pay such sum in such manner as is provided in RCW 41.56.122.
- 5.3 In the event an employee member of the Association as defined above fails to maintain his membership in the Association in good standing as defined above, the Association will notify the Employer in writing of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that his employment status with the employer is in jeopardy and the failure to meet his membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.
- 5.4 The Association shall defend, indemnify and hold the Employer harmless against any claims, including any claim brought by a Fair Share member for violation of the Fair Share rights, brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Article, including costs and attorney fees.
- 5.5 This Association security provision, and explicitly the provisions requiring dues-paying members to maintain their membership in the Association as a term or condition of employment, shall expire and terminate for all purposes upon the expiration date set forth in the Agreement. The parties explicitly agree that this provision does not survive the contract expiration date and this specific provision shall be null and void after December 31, 2018 unless otherwise agreed to by the parties or unless a new contract has been executed before that date.

## **ARTICLE VI - CHECK-OFF OF DUES**

- 6.1 The Association agrees to provide the Employer with Association dues deductions assignment forms for each employee who desires to pay his Association dues by payroll deduction. The Employer will deduct such dues from the wages of those employees.
- 6.2 No deductions shall be made for employees who either fail to sign said cards as required or who choose not to do so.
- 6.3 All deductions made shall be forwarded to the Association office monthly.

## ARTICLE VII - WORK SCHEDULE

### 7.1 Hours of Work and Overtime:

- 7.1.1 The regular work week shall be five (5) consecutive days, not to exceed eight (8) hours per day, with two (2) consecutive days off, or four (4) consecutive ten (10) hour days, if ten (10) hour shifts are implemented pursuant to Section 7.1.2, two (2), three (3), or four (4) consecutive twelve (12) hour days, if twelve (12) hour shifts are implemented pursuant to Section 7.1.3. All hours worked by an employee in excess of eight (8) hours in a work day, or forty (40) hours in a work week will be paid at the rate of one and one-half (1½) times the regular hourly rate, except as set forth elsewhere in this Agreement. A work day shall be defined as twenty-four (24) hour period commencing with the start of any employee's regular shift. All overtime hours must be approved by the employee's immediate Supervisor prior to working the overtime.
- 7.1.2 If ten (10) hour shifts are implemented, then an employee that works in excess of ten (10) hours will be paid at the rate of one and one-half (1½) times the regular hourly rate. An employee that works more than fourteen (14) consecutive hours shall receive two (2) times the regular hourly rate.
- 7.1.3 If twelve (12) hour shifts are implemented, then an employee that works in excess of twelve (12) hours will be paid at the rate of one and one-half (1½) times the regular hourly rate, or in excess of 171 hours in a 28 day 7(k) work cycle.
- 7.1.4 The Corrections Department shall have the authority to use temporary correction officers to fill in for vacations, leaves of absences and extended illnesses when such use is necessary to avoid extensive overtime obligations. Such temporary corrections officers will only be used after bargaining unit corrections officers have been offered such coverage opportunities. The use of temporary corrections officers shall be limited to those who are either Washington State Certified Corrections Officers in good standing or who possess a substantial equivalency. Temporary officers shall be paid at least the Step 1 hourly rate as provided for in this Agreement. Temporary officers shall not otherwise be covered under the terms and conditions of this Agreement.
- 7.1.5 In the event that a non-emergent event, including training or similar occurrence, requires that an employee's work schedule be changed, the Corrections Supervisor, or the Sheriff, or designee, for the clerical employees remaining in the Corrections unit reporting to the Sheriff, shall inform the affected employee of such schedule change as soon as the need for the change is confirmed.
- 7.1.6 Bidding for Shifts – All Corrections Officers who have completed probation and the Corrections Officer Academy are eligible to bid annually for shifts based on seniority. Bids will be solicited no later than November 1<sup>st</sup> for the following calendar year. Corrections Officers who have not completed probation or the Corrections Officer Academy will be assigned to shifts first, then available slots

on each shift will be assigned by seniority. The rotation of the shifts will be posted along with the seniority sign ups. Administration reserves the right to make adjustments to the shift assignments due to unplanned events or to meet certain policy requirements. These events may include but are not limited to, immediate vacancies, personnel investigations/discipline, conflicts, temporary facility needs or other unforeseen emergencies. Policy requirements include but are not limited to, nepotism, female corrections officer staffing, special assignments, etc.

## 7.2 Call In Pay:

- 7.2.1 An employee called into work before the start of the assigned scheduled shift, shall be guaranteed two (2) hours overtime, assuming the employee works at least his/her full regularly assigned shift that day. Any period in excess of two (2) hours prior to the start of the employee's regular shift that an employee is called into work shall be paid at the overtime rate.

(EXAMPLE: Employee's regularly scheduled shift begins at 8:00 a.m. The employee is called in at 6:00 a.m. The employee would be paid two (2) hours at the overtime rate for the period 6:00-8:00 a.m. If the employee would have been called in at 7:00 a.m., the employee would be entitled to two (2) hours at the overtime rate for the period 7:00-8:00 a.m.).

- 7.2.2 When the employee is called back to duty after the completion of the regularly scheduled shift after having been released from duty for that day, the employee shall be paid a minimum of two (2) hours at the overtime rate of pay. The employee shall be required to perform only those duties which required him/her to be called in. The employee shall not be required to perform "make-work" in order to fill the two (2) hour period.

(EXAMPLE: Employee's normal shift ends at 4:00 p.m. The employee is released from duty, is called back to duty at 6:00 p.m., and works to 7:00 p.m. The employee is entitled to two (2) hours at the overtime rate. If this employee worked until 8:00 p.m., he/she would be entitled to two (2) hours overtime pay. An employee whose normal shift ends at 4:00 p.m. who is directed to work until 5:00 p.m. would not be entitled to the call-back pay but only to overtime as set forth in this contract.)

- 7.2.3 In order to maintain any minimum staffing standard established by policy, the County or its representatives may place a bargaining unit employee "On-Call." For the purposes of this section, "On-Call" is defined as the ability to respond and be prepared to work at the employees assigned work station within 1.5 hour of being called in. Bargaining Unit employees placed "On-Call" will receive one (1) hour of pay at the employee's overtime rate, per 24 hour period.

- 7.2.4 An employee called into work before the start of the assigned schedule shift, shall be guaranteed two (2) hours overtime, assuming the employee works at least

his/her full regularly assigned shift that day. Any period in excess of two (2) hours prior to the start of the employee's regular shift that an employee is called into work shall be paid at the overtime rate.

- 7.3 Compensatory Time: Employees may elect to accrue compensatory leave in lieu of overtime pay. Compensatory time shall be earned at the rate of one and one-half (1½) times the hours worked. Compensatory time may be accumulated up to sixty (60) hours. An employee may schedule up to forty (40) hours of their accrued compensatory time pursuant to the system provided for in Section 8.2 of this Agreement applying to vacation scheduling. All compensatory time not scheduled as provided in Section 8.2 shall be scheduled by mutual agreement of the Employer and the employee.
- 7.4 Court Time: Any employee who is required to appear and/or testify in court outside of the regular duty hours shall be paid a minimum of two (2) hours at the rate of time and one-half (1½) the regular rate of pay while in or awaiting court.
- 7.5 Training Time: Any employee who is required to attend job training during off-duty hours whether in the County or outside of the County will be given a choice between compensatory time on a one and one-half (1½) hour basis or be paid at the rate of one and one-half (1½) times the regular hourly rate.
- 7.6 No Duplication of Overtime Pay Involving Same Hours: Nothing contained in this Agreement shall be interpreted as allowing duplication or a pyramiding of holiday, daily, or weekly overtime payments involving the same hours worked.

**ARTICLE VIII - VACATIONS**

- 8.1 Vacation: All employees shall be entitled to vacation leave, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

| <u>YEARS OF CONTINUANCE SERVICE</u> | <u>HOURS PER YEAR</u> | <u>MAXIMUM ACCRUAL</u> |
|-------------------------------------|-----------------------|------------------------|
| 1                                   | 104                   | 136                    |
| 2                                   | 112                   | 144                    |
| 3                                   | 128                   | 176                    |
| 4                                   | 144                   | 208                    |
| 5                                   | 168                   | 240                    |
| 7 and over                          | 184                   | 240                    |

- 8.2 Vacation Times: Employees shall be permitted to choose either a split or entire vacation except that an employee must use eighty (80) hours of vacation per year. Whenever possible, employees shall have the right to determine vacation time, but in any case, the vacation time shall be selected on the basis of seniority. Squad assignment will be posted by November 1. Selection of vacation time shall be done by January 31 of each year. If employees do not sign up for vacation by January 31, then the vacation scheduling shall



be done on a first-come, first-served basis without regard to seniority. The Employer shall respond to the employee's written request for vacation in a reasonable manner. The supervisor shall attempt to respond within seven (7) working days of the date of submission. The parties recognize that the availability of vacation is related to the requestor's position and duties.

8.2.1 The Corrections Department and/or Sheriff shall have the right to alter vacation time in the event of an emergency, or an unforeseeable administrative problem that affects staffing levels. Where the vacation was requested prior to January 31, the right to alter the vacation request shall apply only where all other avenues for filling the departments need have been exhausted. In the event of termination of an employee for any reason, or the death of an employee, all accumulated vacation time shall be paid either to the employee or the heirs of said employee, whichever the case may be. No more than one (1) clerk or one (1) Corrections Officer per shift may be on vacation at the same time except when approved by the Corrections Supervisor and/or Sheriff for his/her designee.

8.2.2 If an employee completes his/her vacation request consistent with the terms of this Agreement and the Corrections Supervisor and/or Sheriff is forced to alter requested and approved vacation time due to emergency or unforeseeable administrative problem affecting staffing levels, the Corrections Supervisor and/or Sheriff and the employee shall meet as soon after the alteration decision is made to discuss in good faith and agree on a reasonable alternative date for the requested vacation. If after good faith discussion, the Corrections Supervisor and/or Sheriff and the employee cannot agree on a reasonable alternative date for the rescheduled vacation, the employee shall be permitted to sell back to the County only that portion of the vacation time that was originally scheduled for the year but disallowed due to the emergency or staffing need.

**ARTICLE IX - HOLIDAYS**

9.1 Employees shall receive eight (8) hours of regular pay for each of the following holidays on which they perform no work:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Veteran's Day          |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Fourth of July         | Christmas Day          |
| One Floating Holiday   |                        |

A. The Floating Holiday shall be added on January 1 of each year, or for employees who start work after January 1, but before June 1, it will be added after the first month of employment. Employees who start work after June 1 will not receive a Floating Holiday in their first calendar year of service.

- B. In the event that an employee performs work on one of the above named holidays, they shall receive one and one-half (1½) times their regular rate of pay plus eight (8) hours regular pay for work on such a holiday. Any employee who is on an approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday, and will not have their vacation accrual charged for that day. On a holiday worked that is a normal working day, the employee may elect to receive in addition to their normal days' pay, compensatory time on a one and one-half (1½) hour basis instead of holiday pay at time and one-half. On a holiday worked that is the employee's normal day off, the employee may elect to receive in addition to their normal days' pay, compensatory time on a one-half (1½) hour basis instead of holiday pay at time and one-half.
- C. Holidays shall be observed on the actual day on which the holiday occurs without regard to the policies related to Friday/Monday holidays when the holiday occurs on a weekend.
- D. An employee must work the scheduled day before and the scheduled day after the holiday in order to receive holiday pay, except for authorized absences.
- E. If any employee works over their regularly assigned duty shift on a holiday, they shall receive two (2) times their regular hourly rate plus eight (8) hours regular pay.

#### **ARTICLE X - SICK LEAVE**

- 10.1 Sick Leave: Employees shall accrue sick leave at the rate of eight (8) hours each month worked, to be used in the event of their illness.
- 10.2 Sick leave may also be used in the event of illness to a member of the employee's immediate household. The County may require a doctor's note from employees if there is a question concerning the legitimacy of the sick leave. The parties recognize that sick leave abuse is misconduct, the County retains the right to reopen this section if the County perceives an abuse problem.
  - 10.2.1 For the purposes of this section, a member of the immediate household includes all persons who make the employee's home their established, permanent residence.
  - 10.2.2 Accrued vacation leave may be used in lieu of sick leave when the accrued sick leave of an employee is not enough to provide leave with pay during an illness; sick leave shall not be taken as vacation time.
  - 10.2.3 An employee with twenty (20) years' service will be entitled to twenty-five percent (25%) of his/her accrued sick leave upon retirement, to a maximum of two-hundred-forty (240) hours, at his/her regular rate of pay. An employee retiring due to duty or non-duty incurred disability shall be eligible for twenty five percent (25%) of his/her accrued sick leave, to a maximum of two-hundred-forty (240) hours, at his/her regular rate of pay, although his/her length of service is less

than twenty (20) years. Should an employee die, his/her heirs shall receive full pay for all sick leave accumulated by the employee at the time of his/her death, to a maximum of nine-hundred-sixty (960) hours.

10.2.4 Employees may donate up to one-hundred-sixty (160) hours, using a calculation method of twenty-five percent (25%) of the donated hours amount (example: twenty-five percent (25%) of donated one-hundred-sixty (160) hours, recipient receives forty (40) donated hours), to a co-worker within their department and with approval of the Corrections Supervisor/Sheriff in the event of the co-worker's serious illness or injury, provided:

- A. The co-worker does not have sufficient sick leave and has used all other available leave time including vacation and compensatory time.
- B. Donations by an employee from one department to an employee in another department, or a donation in excess of forty (40) hours, shall be subject to final approval from the Board of County Commissioners; the same calculation methodology shall be used as identified above.
- C. An employee may receive a maximum of one-hundred-sixty-eight (168) hours of donated sick leave in any contiguous year related to the serious illness or injury event that occurred in that year.
- D. Employees may not make sick leave donations when they have forty (40) hours or less of accrued sick leave nor donate sick leave that would draw down their accrued sick leave hours to less than forty (40) hours.
- E. Donated sick leave days may only be used for illness or injury to the employee personally, and may not be used derivatively for family member care, maternity leave or elective surgery. Employees attempting to inappropriately coerce the donation of accrued sick leave will be prohibited from the further benefits of the donation program.

10.3 The employee will not accrue sick or vacation leave while on unpaid FMLA, L&I injury or illness, or other qualifying non-paid leave after all sick leave, vacation, or compensatory time has been used.

## **ARTICLE XI - GENERAL MISCELLANEOUS LEAVES**

11.1 Bereavement Leave: Upon written request, an employee shall be allowed bereavement leave of up to twenty-four (24) hours per year, to be paid at their regular rate. Additional bereavement leave may be granted upon approval of the Corrections Supervisor and/or Sheriff, using accrued sick leave. In circumstances involving travel two-hundred-fifty (250) or more miles away from the County limits, the County may grant an employee an additional eight (8) or sixteen (16) paid hours' bereavement leave. Such requests shall be timely made to the employee's supervisor, for consideration and action by the County's Commissioners. Leave will be paid by the County in the event of the death of a spouse, child, adopted child, step child and siblings, parent, grandparent, step parent, sister,

brother, and respective in-laws, or any person who makes the employee's home their established, permanent residence. It is intended that persons taking such leave shall actually attend the funeral of the member of the immediate family as per above and/or have to attend to pre- or post-burial matters.

- 11.2 Pregnancy Disability Leave and Family Leave: Pregnancy, Disability and Family Leave will be provided in accordance with the County's Personnel Policies and Manual (PPOM), WFCA, and FMLA.

## **ARTICLE XII - NOTICE OF TERMINATION**

- 12.1 All employees shall give two (2) weeks' notice of their intention to terminate employment. In the event that the said employee does not comply with the two (2) week written notice, they thereby forfeit their right to all accrued benefits as provided for in this Agreement.
- 12.2 Employees who are involuntarily terminated shall be entitled to accrued benefits as provided for in this Agreement.

## **ARTICLE XIII - HEALTH AND WELFARE - DENTAL - INSURANCE**

- 13.1 Effective when this Agreement is signed, the Employer will pay a monthly contribution of \$988.00 towards the employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the employee. Medical insurance will be provided for the employee only through one or more plans offered by the Employer from selected providers. For each calendar year 2016 through 2018, the Employer agrees to increase the monthly contribution by the amount of the weighted average premium increase to a maximum of five percent (5%) per year. If the premium increase exceeds five percent (5%), the employer and employee will each pay half of the amount above five percent (5%). If the premium increase in any one (1) year exceeds fifteen percent (15%), the parties agree to reopen this Article.
- 13.2 The Employer agrees to contribute a life insurance policy premium on the employee for \$24,000 coverage.
- 13.3 The Employer agrees to contribute dental insurance premium with annual maximum coverage of \$2,000.
- 13.4 The Employer agrees to contribute full vision insurance premium on the employee.
- 13.5 Costs of each of the Health and Welfare Benefits described in 13.1 – 13.4 will be subtracted from the monthly contribution determined in 13.1.
- 13.6 Any excess funds that remain after an employee has made Health and Welfare benefits selections may be applied to other County offered benefits for the employee or dependents; or, any excess funds that remain may be designated to a Health Reimbursement Arrangement (HRA) VEBA account for the employee.

13.7 The Employer agrees to provide the employees access to an Employee Assistance Program.

13.7.1 Any regular part-time employees working less than thirty (30) hours shall not receive Health and Welfare Benefits. Regular part-time employees working thirty (30) or more hours per week will receive premium coverage consistent with that received by regular full-time employees.

#### **ARTICLE XIV - WAGES AND CLASSIFICATION**

14.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix "A". Effective January 1, 2016, the schedule for 2016 wages shall reflect an increase equal to 80% of the June 2015 measure of the CPI-U (Seattle-Bremerton). Effective January 1, 2017, the schedule for 2017 wages shall reflect an increase equal to 80% of the June 2016 measure of the CPI-U (Seattle-Bremerton). Effective January 1, 2018, the schedule for 2018 wages shall reflect an increase equal to 80% of the June 2017 measure of the CPI-U (Seattle-Bremerton). For each year referenced herein the minimum CPI-U adjustment shall be limited to 1.5% and the maximum CPI-U adjustment shall be limited to 3.5%.

14.2 In addition for 2017 only, an additional 1.0% general wage adjustment will be available if the following revenue milestone is reached:

Sales tax and property tax receipts grow by 3% or more from the base period of July 2014 through June 2015, compared to July 2015 through June 2016.

$[7-1-15 \text{ through } 6-30-16] \div [7-1-14 \text{ through } 6-30-15] = 1.03 \text{ or greater}$

14.3 In addition for 2018 only, an additional 1.0% general wage adjustment will be available if the following revenue milestone is reached:

Sales tax and property tax receipts grow by 3% or more from the base period of July 2015 through June 2016, compared to July 2016 through June 2017.

$[7-1-16 \text{ through } 6-30-17] \div [7-1-15 \text{ through } 6-30-16] = 1.03 \text{ or greater}$

14.3.1 Additionally, each Corrections Officer will be eligible to receive a one percent (1%) increase in base wage rate for successful completion of Physical Fitness testing as outlined below.

14.3.2 The Corrections Officer Academy fitness standards as established by the CJTC have been agreed to by the Corrections Department.

14.4 The attached Wage Schedule shall be considered a part of this Agreement. If a new position is established, the Employer may designate a job classification and pay rate for the position after notice to the Association.

- 14.5 Upon promotion to the Sergeant position, the permanent or acting Corrections Officer who is being paid at the “G” step on the wage scale will start at the Sergeant “B” step.

#### **ARTICLE XV - DISCIPLINE AND DISCHARGE**

- 15.1 Employees may only be disciplined for just cause. Any written warnings or reprimands shall be placed in the employee’s personnel file after being signed by the employee. If there is no recurrence of the same or similar event prompting discipline, records of oral and written reprimands shall be removed from the employee’s personnel file after a maximum of twenty-four (24) month period, unless the employer has sufficient reason to retain the reprimand in light of the employees continued inappropriate conduct. Information in the employee’s personnel file will be made available to an authorized Association representative with the permission of the employee.

#### **ARTICLE XVI - GRIEVANCE PROCEDURE**

- 16.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement.
- Step 1: Within fifteen (15) working days from its occurrence, or the date on which the employee first should have reasonably become aware of it, the aggrieved employee shall discuss the complaint with the immediate supervisor, with the Association Representative present if the employee so desires. It shall be discussed and if settled, no further action shall be taken. Any settlement must be with the concurrence of the Corrections Supervisor or Corrections Director, or the Chief Civil Deputy or Sheriff if the grievance involves the clerical employees in the bargaining unit reporting to the Sheriff.
- Step 2: If not resolved on an informal discussion basis, the grievance shall be submitted to the Corrections Supervisor, or to the Chief Civil Deputy if the grievance involves the clerical employees in the bargaining unit reporting to the Sheriff in writing and signed by the aggrieved employee, within ten (10) working days of the informal discussion. The Corrections Supervisor or Sheriff shall investigate the grievance and provide a written answer within twenty (20) working days of the date of submission. Grievance must be presented, as outlined above, within the said periods of time, otherwise the Association, the Employer and the employee agree that the grievance is forever waived.
- Step 3: If the grievance is not resolved at Step 2 of this procedure, the grievance may be submitted to the Corrections Director, or to the Sheriff if the grievance involves the clerical employees in the bargaining unit reporting to the Sheriff in writing and signed by the aggrieved employee, within ten (10) working days of receipt of the answer in Step 2. The Corrections Director, or the Sheriff if the grievance involves the clerical employees in the bargaining unit reporting to the Sheriff, shall review the grievance and recommendation by the Division Supervisor and provide a written answer within ten (10) working days of the date of submission. Grievance must be presented, as outlined above, within

the said periods of time, otherwise the Association, the Employer and the employee agree that the grievance is forever waived.

- Step 4: If the grievance is not resolved in Step 3 of this procedure, the grievance may be submitted to grievance-mediation to the Public Employment Relations Commission within ten (10) working days of receipt of the answer in Step 3. The Mediator shall meet with the two parties in an attempt to formally mediate or conciliate any submitted grievance. Any agreement resolving the matter shall be reduced to a written memorandum, signed by all parties.
- Step 5: If the grievance is not resolved at Step 4, , the Association may within fifteen (15) working days after grievance mediation submit the grievance to binding arbitration. The Association shall notify the County of its decision to arbitrate the grievance in writing and shall request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator by alternative striking from the order of striking determined by lot. The arbitrator shall set a date for hearing the grievance and shall render a written decision within thirty (30) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties, and the parties shall split the arbitrator's fee and costs fifty-fifty.

#### **ARTICLE XVII - ASSOCIATION REPRESENTATIVES**

- 17.1 An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives.

#### **ARTICLE XVIII - NONREDUCTION IN BENEFITS**

- 18.1 No benefits shall be lowered or reduced during the term of this Agreement except those which are specifically set forth herein without prior written notice to the Association and an opportunity to negotiate.

#### **ARTICLE XIX - SPECIAL DUTY COMPENSATION**

- 19.1 Employees designated by the Corrections Supervisor or his designee as Acting Shift Officer in Charge when no other superior is present or assigned to the shift, and there are at least two (2) other employees on the shift, shall receive compensation for time in this designation consistent with current practice.
- 19.1.1 Any employee under this Agreement who is assigned to perform the duties of a position in a higher classification due to an absence of another employee for a period in excess of ten (10) work days shall be paid whichever step is applicable to the replaced employee.
- 19.2 Field Training Officers and Certified Instructors: Field Training Officers shall receive a fifty (50) cent premium per hour while actually training a trainee. Certified Instructors

shall receive a fifty (50) cent premium per hour while actually instructing department-authorized training.

#### **ARTICLE XX - GENERAL PROVISIONS**

- 20.1 Equipment: The County shall continue to furnish such equipment as it has currently furnished in the past, and whenever possible, furnish additional equipment that will promote the safety and welfare of the Association members and will aid in the efficient performance of their duties.
- 20.2 Clothing Allowance: The Corrections Department shall issue all uniform clothing which employees are required to wear, excluding footwear. Each employee required to wear a uniform shall receive a cleaning allowance of \$37.00 per month.
- 20.3 Personal Property: The County will repair or replace clothing, eye glasses, and personal property not to exceed actual cash value of such property that is damaged or destroyed in the line of duty, up to a limit of \$200.00 dollars unless County insurance pays for an amount above the stated limit.
- 20.4 Light Duty: Light duty assignments shall be limited to a period of ninety (90) calendar days. The Association and the Employer may agree to one (1) ninety (90) day extension upon written request of the employee that is supported by medical necessity, and which does not otherwise disrupt the operation of the Corrections Department or create undue hardship on the County.

#### **ARTICLE XXI - INTEGRATION CLAUSE**

- 21.1 The Agreement expressed herein in writing constitutes the sole and entire Agreement between the parties and no oral statement or practice or prior written agreement shall add to or supersede any of these provisions.
- 21.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any and all matters deemed a proper subject for collective bargaining. The result of the exercise of this right and opportunity are set forth in this Agreement.
- 21.3 The parties further agree that this Agreement may be amended only by the written mutual consent of the parties at any time during its terms.

#### **ARTICLE XXII - SAVINGS CLAUSE**

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



### **ARTICLE XXIII - MOONLIGHTING**

- 23.1 In the event an employee desires to take a second job, he/she must request approval from the Corrections Supervisor or Sheriff if the employee seeking a second job is a clerical employee reporting to the Sheriff, promptly. The Corrections Supervisor or Sheriff may set reasonable standards for such employment based on the nature of the job and the requirements of the Corrections Department or Sheriff's Office, including prohibiting any off-duty employment due to safety or conflict of interest concerns, or in light of department policy.

### **ARTICLE XXIV - NEPOTISM**

- 24.1 Nepotism: Nepotism is prohibited as described in the Corrections and Sheriff's Office Policies.

### **ARTICLE XXV - FIREARM QUALIFICATION**

- 25.1 Employees in the Corrections Officer classification shall, on a twice yearly basis, successfully re-qualify in the use of firearms. Proof of qualification shall be presented to the Corrections Supervisor upon completion of the qualification course. If an employee fails to present proof of qualification as required, notice will be provided to the employee and the Association that the employee must present proof of qualification one (1) month from the date of said notice, or the employee will be docked ten percent (10%) of his/her pay per month until evidence of re-qualification has been provided. The employee will have a three (3) month period to attempt to qualify. During the three (3) month period, the employee will be given priority to receive training and test for qualification. If the employee fails the first qualification test in the three (3) month period he/she can attempt to re-qualify a second time, but on a non-priority basis. If the employee fails to qualify on the second attempt or fails to present proof of qualification within three (3) months of having his/her pay docked, employee will be placed on Administrative Leave without pay until evidence of re-qualification has been provided. Upon receipt of evidence that the employee has re-qualified in the use of firearms, the employee shall be returned to his or her regular position; provided however, that if the employee fails to qualify by his next qualification date, the County shall have no obligation to reinstate the employee.
- 25.2 Employees in the Corrections Officer classification shall on a yearly basis, successfully re-qualify in defensive tactics. Proof of qualification shall be presented to the Corrections Supervisor upon completion of the qualification course. If an employee fails to present proof of qualification as required, notice will be provided to the employee and the Association, that the employee must present proof of qualification one (1) month from the date of said notice, or the employee will be docked ten percent (10%) of his/her pay per month until evidence of re-qualification has been provided. If the employee fails to present proof of qualification within three (3) months of having his/her pay docked, employee will be placed on Administrative Leave without pay until evidence of re-qualification has been provided. Upon receipt of evidence that the employee has re-qualified in the use of defensive tactics, the employee shall be returned to his or her

regular position; provided however, that if the employee fails to qualify by his next qualification date, the County shall have no obligation to reinstate the employee.

- 25.3 No employee may be docked more than ten percent (10%) of his/her pay at any one time as a result of failure to qualify in firearms or defensive tactics.
- 25.4 It shall be a condition of employment that all new employees in the Corrections Officer classification become qualified in the use of firearms within the first six (6) months of employment. New employees must maintain their qualifications consistent with Section 25.1 of this Article.
- 25.5 The Corrections Supervisor shall develop and provide to the employees standards to be used for judging successful completion of the qualification course. The Association shall be allowed to provide input into the development and implementation of standards relative to the qualification course, with the understanding that the Corrections Director retains the final authority on the adoption and content of said standards. The County shall provide training and retraining (where necessary) for each employee to maintain qualifications consistent with Corrections Department standards.

#### ARTICLE XXVI - DURATION

- 26.1 Except as specifically provided for herein, this Agreement shall be effective as of the ratification of the agreement, and shall remain in full force and effect until December 31, 2018. Either party can reopen negotiations on all parts of this Agreement ninety (90) days prior to termination date by submission of such request in writing to the other party.
- 26.2 Health Insurance Re-opener:

In event the parties' negotiated health insurance provisions fail to meet requirements of the Affordable Care Act (ACA) and its related regulations, cause the Employer or covered employees to be subject to penalty, tax or fine, or offered plans are discontinued by the insurance carrier as a result of the ACA, either the Union or the Employer may reopen this Article, upon written notice to the other party, for the sole purpose of renegotiation of health insurance benefits under Article 13 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 13 in order to avoid and/or minimize penalties, taxes, fines or increased costs to meet the requirements of ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.

Dated this 4<sup>th</sup> day of April, 2016


(see next page for signatures)

FOR THE ASSOCIATION:

  
Benjamin Olson, President

FOR THE EMPLOYER (WALLA WALLA COUNTY):

  
James K. Johnson, Chairman

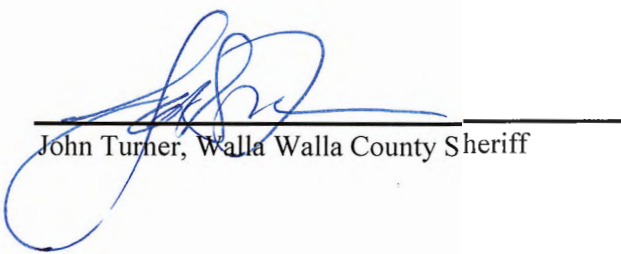
  
Perry L. Dozier, Commissioner

  
James L. Duncan, Commissioner

FOR THE CORRECTIONS DEPARTMENT

  
Michael Bates, Walla Walla County Corrections Director

WALLA WALLA COUNTY SHERIFF

  
John Turner, Walla Walla County Sheriff

APPENDIX A - Corrections Union 2016 Salary Schedule

| CORRECTIONS OFFICERS |                   |              |              |             |             |             |              |             |             | Sergeant    |             |  |
|----------------------|-------------------|--------------|--------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|--|
|                      | A                 | B            | C            | D           | E           | F           | G            | H           | A           | B           | C           |  |
|                      | 0-6 mos           | 6 mos-1.5 yr | 1.5 yr -3 yr | 3 yr - 5 yr | 5 yr - 7 yr | 7 yr - 9 yr | 9 yr - 11 yr | 11 yrs +    | 0 -1        | 1 - 5       | 5 +         |  |
| 2012                 | \$ 3,029.16       | \$ 3,180.62  | \$ 3,339.65  | \$ 3,506.63 | \$ 3,681.96 | \$ 3,866.06 | \$ 4,059.36  | \$ 4,262.33 | \$ 4,221.74 | \$ 4,432.82 | \$ 4,654.46 |  |
| 2013                 | 2.16% \$ 3,094.59 | \$ 3,249.32  | \$ 3,411.79  | \$ 3,582.37 | \$ 3,761.49 | \$ 3,949.57 | \$ 4,147.05  | \$ 4,354.40 | \$ 4,312.93 | \$ 4,528.57 | \$ 4,755.00 |  |
| 2014                 | 1.12% \$ 3,129.25 | \$ 3,285.71  | \$ 3,450.00  | \$ 3,622.50 | \$ 3,803.62 | \$ 3,993.80 | \$ 4,193.49  | \$ 4,403.17 | \$ 4,361.23 | \$ 4,579.29 | \$ 4,808.26 |  |
| 2015                 | 1.60% \$ 3,179.32 | \$ 3,338.28  | \$ 3,505.20  | \$ 3,680.46 | \$ 3,864.48 | \$ 4,057.70 | \$ 4,260.59  | \$ 4,473.62 | \$ 4,431.01 | \$ 4,652.56 | \$ 4,885.19 |  |
| 2016                 | 1.50% \$ 3,227.01 | \$ 3,388.36  | \$ 3,557.78  | \$ 3,735.66 | \$ 3,922.45 | \$ 4,118.57 | \$ 4,324.50  | \$ 4,540.72 | \$ 4,497.48 | \$ 4,722.35 | \$ 4,958.47 |  |

| CORRECTIONS OFFICERS<br>LATERALS |                   |                |               |               |               |                |             |             |             | Sergeant    |  |  |
|----------------------------------|-------------------|----------------|---------------|---------------|---------------|----------------|-------------|-------------|-------------|-------------|--|--|
|                                  | B                 | C              | D             | E             | F             | G              | H           | A           | B           | C           |  |  |
|                                  | 0 - 1 yr          | 1 yr - 2.5 yrs | 2.5 - 4.5 yrs | 4.5 - 6.5 yrs | 6.5 - 8.5 yrs | 8.5 - 10.5 yrs | 10.5 yrs +  | 0 - 1       | 1 - 5       | 5 +         |  |  |
| 2012                             | \$ 3,180.62       | \$ 3,339.65    | \$ 3,506.63   | \$ 3,681.96   | \$ 3,866.06   | \$ 4,059.36    | \$ 4,262.33 | \$ 4,221.74 | \$ 4,432.82 | \$ 4,654.46 |  |  |
| 2013                             | 2.16% \$ 3,249.32 | \$ 3,411.79    | \$ 3,582.37   | \$ 3,761.49   | \$ 3,949.57   | \$ 4,147.05    | \$ 4,354.40 | \$ 4,312.93 | \$ 4,528.57 | \$ 4,755.00 |  |  |
| 2014                             | 1.12% \$ 3,285.71 | \$ 3,450.00    | \$ 3,622.50   | \$ 3,803.62   | \$ 3,993.80   | \$ 4,193.49    | \$ 4,403.17 | \$ 4,361.23 | \$ 4,579.29 | \$ 4,808.26 |  |  |
| 2015                             | 1.60% \$ 3,338.28 | \$ 3,505.20    | \$ 3,680.46   | \$ 3,864.48   | \$ 4,057.70   | \$ 4,260.59    | \$ 4,473.62 | \$ 4,431.01 | \$ 4,652.56 | \$ 4,885.19 |  |  |
| 2016                             | 1.50% \$ 3,388.36 | \$ 3,557.78    | \$ 3,735.66   | \$ 3,922.45   | \$ 4,118.57   | \$ 4,324.50    | \$ 4,540.72 | \$ 4,497.48 | \$ 4,722.35 | \$ 4,958.47 |  |  |

| CLERKS |                   |                |               |             |             |             |              |             |  |
|--------|-------------------|----------------|---------------|-------------|-------------|-------------|--------------|-------------|--|
|        | A                 | B              | C             | D           | E           | F           | G            | H           |  |
|        | 0-6 mos           | 6 mos - 1.5 yr | 1.5 yr - 3 yr | 3 yr - 5 yr | 5 yr - 7 yr | 7 yr - 9 yr | 9 yr - 11 yr | 11 yrs +    |  |
| 2012   | \$ 2,645.97       | \$ 2,778.27    | \$ 2,917.18   | \$ 3,063.04 | \$ 3,216.19 | \$ 3,377.00 | \$ 3,545.85  | \$ 3,723.15 |  |
| 2013   | 2.16% \$ 2,703.12 | \$ 2,838.28    | \$ 2,980.19   | \$ 3,129.20 | \$ 3,285.66 | \$ 3,449.95 | \$ 3,622.44  | \$ 3,803.57 |  |
| 2014   | 1.12% \$ 2,733.40 | \$ 2,870.07    | \$ 3,013.57   | \$ 3,164.25 | \$ 3,322.46 | \$ 3,488.59 | \$ 3,663.02  | \$ 3,846.17 |  |
| 2015   | 1.60% \$ 2,777.13 | \$ 2,915.99    | \$ 3,061.79   | \$ 3,214.88 | \$ 3,375.62 | \$ 3,544.40 | \$ 3,721.62  | \$ 3,907.70 |  |
| 2016   | 1.50% \$ 2,818.79 | \$ 2,959.73    | \$ 3,107.72   | \$ 3,263.10 | \$ 3,426.26 | \$ 3,597.57 | \$ 3,777.45  | \$ 3,966.32 |  |

| OFFICE ASSISTANT II &<br>CORRECTIONS CLERK |                   |                |               |             |             |             |              |             |  |
|--|-------------------|----------------|---------------|-------------|-------------|-------------|--------------|-------------|--|
|  | A                 | B              | C             | D           | E           | F           | G            | H           |  |
|  | 0-6 mos           | 6 mos - 1.5 yr | 1.5 yr - 3 yr | 3 yr - 5 yr | 5 yr - 7 yr | 7 yr - 9 yr | 9 yr - 11 yr | 11 yrs +    |  |
| 2013                                       | 2.16% \$ 2,526.25 | \$ 2,652.56    | \$ 2,785.19   | \$ 2,924.45 | \$ 3,070.67 | \$ 3,224.20 | \$ 3,385.41  | \$ 3,554.68 |  |
| 2014                                       | 1.12% \$ 2,554.54 | \$ 2,682.27    | \$ 2,816.38   | \$ 2,957.20 | \$ 3,105.06 | \$ 3,260.31 | \$ 3,423.33  | \$ 3,594.50 |  |
| 2015                                       | 1.60% \$ 2,595.41 | \$ 2,725.18    | \$ 2,861.44   | \$ 3,004.52 | \$ 3,154.74 | \$ 3,312.48 | \$ 3,478.10  | \$ 3,652.01 |  |
| 2016                                       | 1.50% \$ 2,634.35 | \$ 2,766.06    | \$ 2,904.37   | \$ 3,049.58 | \$ 3,202.06 | \$ 3,362.17 | \$ 3,530.27  | \$ 3,706.79 |  |

| CHEF |                   |                |               |             |             |             |              |             |  |
|------|-------------------|----------------|---------------|-------------|-------------|-------------|--------------|-------------|--|
|      | A                 | B              | C             | D           | E           | F           | G            | H           |  |
|      | 0-6 mos           | 6 mos - 1.5 yr | 1.5 yr - 3 yr | 3 yr - 5 yr | 5 yr - 7 yr | 7 yr - 9 yr | 9 yr - 11 yr | 11 yrs +    |  |
| 2012 | \$ 2,837.54       | \$ 2,979.42    | \$ 3,128.39   | \$ 3,284.81 | \$ 3,449.05 | \$ 3,621.50 | \$ 3,802.57  | \$ 3,992.70 |  |
| 2013 | 2.16% \$ 2,898.83 | \$ 3,043.77    | \$ 3,195.96   | \$ 3,355.76 | \$ 3,523.55 | \$ 3,699.72 | \$ 3,884.71  | \$ 4,078.95 |  |
| 2014 | 1.12% \$ 2,933.62 | \$ 3,080.30    | \$ 3,234.31   | \$ 3,396.03 | \$ 3,565.83 | \$ 3,744.12 | \$ 3,931.33  | \$ 4,127.89 |  |
| 2015 | 1.60% \$ 2,980.55 | \$ 3,129.58    | \$ 3,286.06   | \$ 3,450.36 | \$ 3,622.88 | \$ 3,804.03 | \$ 3,994.23  | \$ 4,193.94 |  |
| 2016 | 1.50% \$ 3,025.26 | \$ 3,176.53    | \$ 3,335.35   | \$ 3,502.12 | \$ 3,677.23 | \$ 3,861.09 | \$ 4,054.14  | \$ 4,256.85 |  |

APPENDIX A - Corrections Union 2016 Salary Schedule

**Physical Fitness Incentive- Add 1% to Step Pay for employees qualifying annually during life of the agreement.**

|           |   |   |
|-----------|---|---|
| Longevity | A | At the end of (5) continuous years of service, forty dollars (\$40.00) per month will be added to their base pay.   |
|           | B | At the end of (10) continuous years of service, sixty dollars (\$60.00) per month will be added to their base pay.  |
|           | C | At the end of (15) continuous years of service, eighty dollars (\$80.00) per month will be added to their base pay. |

\* Any jailer located in Step "G" or "H" step on the wage scale promoted to Sergeant will start in Sergeant "B" step. (Section 14.3)