

LABOR AGREEMENT

Between

WALLA WALLA COUNTY

BOARD OF COMMISSIONERS

and the

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

LOCAL 1191-WC

OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

CURRENT EXPENSE COURTHOUSE EMPLOYEES

EFFECTIVE JANUARY 1, 2013

THROUGH DECEMBER 31, 2015

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - PURPOSE.....	2
ARTICLE III - MANAGEMENT RIGHTS.....	2
ARTICLE IV - UNION SECURITY.....	3
ARTICLE V - NO STRIKE/NO LOCKOUT.....	3
ARTICLE VI - UNION MANAGEMENT RELATIONS.....	4
ARTICLE VII - LABOR MANAGEMENT COMMITTEE.....	4
ARTICLE VIII - WARNINGS/SUSPENSION/DISCHARGE.....	5
ARTICLE IX - GRIEVANCE PROCEDURE.....	7
ARTICLE X - SENIORITY.....	8
ARTICLE XI - JOB POSTING.....	10
ARTICLE XII - WORK DAY / WORK WEEK / OVERTIME.....	10
ARTICLE XIII - DISCRIMINATION.....	14
ARTICLE XIV - WAGES AND CLASSIFICATIONS.....	14
ARTICLE XV - WAGE SCALE PROCEDURES.....	15
ARTICLE XVI - BILINGUAL INCENTIVE PROGRAM.....	16
ARTICLE XVII - HOLIDAYS.....	17
ARTICLE XVIII - VACATIONS.....	18
ARTICLE XIX - SICK LEAVE/BEREAVEMENT LEAVE.....	19
ARTICLE XX - MATERNITY/PATERNITY LEAVE.....	22
ARTICLE XXI - EDUCATIONAL LEAVE.....	22
ARTICLE XXII - JURY DUTY.....	23
ARTICLE XXIII - ABSENCE WITHOUT DULY AUTHORIZED LEAVE.....	23
ARTICLE XXIV - OTHER LEAVES.....	23
ARTICLE XXV - HEALTH AND WELFARE.....	25
ARTICLE XXVI - UNION ACTIVITIES.....	25
ARTICLE XXVII - INTEGRATION CLAUSE.....	26
ARTICLE XXVIII - SAVINGS CLAUSE.....	26
ARTICLE XXIX - TERMINATION.....	26
ARTICLE XXX - EVALUATIONS.....	27
ARTICLE XXXI - NEPOTISM RESTRICTIONS.....	27
ARTICLE XXXII - ELECTRONIC MONITORING.....	29

PREAMBLE

This Agreement is entered into by Walla Walla County (hereinafter referred to as the "Employer" or "County") and the Washington State Council of County and City Employees, Local 119 1-WC, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union). Unless provided herein, the provisions of this Agreement shall be effective January 1, 2013.

ARTICLE I - RECOGNITION

1.1 The County recognizes the Washington State Council of County and City Employees as the exclusive bargaining agent for all regular full-time and regular part-time employees for the following departments and operations:

- A. County Auditor's Office: Excluding Elected Official, Chief Deputy, Chief Accountant and Administrative Assistant.
- B. County Assessor's Office: Excluding Elected Official, Chief Deputy, Appraisal Supervisor.
- C. Department of Court Services: Excluding the Director, Assistant Director, Probation Coordinator, Detention Manager, and Administrative Assistant as set forth in Case No. 5401-E-84-975, 1984.
- D. County Clerk's Office: Excluding Elected Official and Chief Deputy Clerk.
- E. County Treasurer's Office: Excluding Elected Official and Chief Deputy.
- F. District Court: Excluding Elected Official and Court Administrator.
- G. Technology Services: Excluding Manager of Department and Senior Network Specialist/Data Base Administrator.
- H. Maintenance Department: Excluding Manager of Department.

1.2 Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary and seasonal employees.

1.3 Regular Full-time Employee: A regular full-time employee is one hired to work a minimum of thirty-three (33) or more hours per work week on a regular basis, throughout the calendar year and who has successfully completed a trial service period of six months.

1.4 Regular Part-time Employee: A part-time employee working twenty-five (25) to thirty-two (32) hours per week is entitled to fifty percent (50%) contribution towards benefits. Employees working thirty-three (33) hours per week or more are entitled to total County contribution, as determined by this agreement, towards health and welfare provided benefits. A part-time employee who works twenty-four (24) hours per week or less receives no benefits. Such employees are paid an hourly rate for the position in which they are working.

- A. All part-time employees hired prior to January 1, 2013 shall continue to receive benefits based upon part-time hours under which they were hired,

i.e. part-time employees working 20-25 hours per week will receive fifty percent (50%) contribution of respective benefit premiums and part-time employees working twenty-five (25) hours or more per week shall continue to receive all benefits as provided for full-time equivalent employees. All leave accruals shall be based on a pro-rated percentage relative to a forty (40) hour workweek regular employee.

1.5 Trial Service Employee: An employee hired in a regular position of employment as defined in this Article hereinabove, who has completed less than the initial six (6) month period of continuous employment in the position. During the trial service period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.

1.6 Temporary or Seasonal Employee: An employee hired to work on a limited or seasonal basis, paid an hourly rate and not entitled to fringe benefits. Temporary and seasonal employees are not covered by the terms of this agreement.

1.7 Employee Designated Daily Work Hours: An employee's designated daily work hours shall be their designated weekly hours divided by five. For example, an employee who works four (4) ten (10) hour work days will have designated daily work hours of eight (8) hours, and an employee who works 37.5 hours a week will have a designated daily work hours of 7.5 hours.

ARTICLE II - PURPOSE

2.1 The purpose of the County and Union entering into this Agreement is to set forth their entire Agreement with respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its said employees, to promote efficient County operations, to resolve disputes, elimination of waste, cleanliness of plant, protection of County property, and safety of employees; and to that end the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE III - MANAGEMENT RIGHTS

3.1 The Management of the County and the direction of the workforce are vested exclusively in the County subject to the terms of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration as the County may determine. All rights and prerogatives not specifically abridged herein shall reside with the County. Such rights shall include, but not be limited to hire, fire, transfer, promote, demote, discipline or discharge, layoff, promulgate policies, procedures, and work rules, amend the same, assign work, and do any other act not inconsistent with this document.

The County shall provide the Union President at least ten (10) days prior to proposed implementation, a copy of any procedures or work rules affecting unit employees, which are established during the term of this Collective Bargaining Agreement. A copy of any such procedures or work rules shall also be posted or otherwise made available for employee inspection in each department. The parties agree that to the extent any such procedures or work rules conflict with a term of the Collective Bargaining Agreement, the Collective Bargaining Agreement shall control for employees covered by its terms.

ARTICLE IV - UNION SECURITY

4.1 Subject to RCW 41.56.122, all bargaining unit employees as defined in Article 1 of this agreement who are or who become members of the union on or after the effective date of this agreement or the day following completion of their initial probation/trial period of their employment with the employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the union during the lifetime of this agreement.

4.2 Subject to RCW 41.56.122, all bargaining unit employees as defined in Article 1 of this agreement who are not or have not become members of the union on or after the effective date of this agreement shall be required to join the union, as a condition of continued employment and maintain their membership in good standing in the union during the life of this agreement.

4.3 The Employer agrees to deduct any membership, and monthly dues from the pay of those employees who individually request in writing such deductions. The amount to be deducted should be certified to the Employer by the Secretary/Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Council 2 office after such deductions are made.

4.4 The Employer agrees to distribute to all new employees in the bargaining unit, at the time of the employee's orientation, a copy of the collective bargaining agreement as supplied by the Union.

4.5 When a new employee is hired in a job classification covered by the bargaining unit, the County Auditor's office will provide the name, address, and job classification of that employee to the Union within thirty (30) days after the date of hire.

4.6 If an employee terminates his/her employment on or before the 15th day of the month, dues will not be deducted for that month; if employee terminates after the 15th, dues will be deducted.

ARTICLE V - NO STRIKE/NO LOCKOUT

5.1 During the term of this agreement it is mutually agreed that neither party shall directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any

strike (whether economic, unfair labor practice, or sympathy strike) lockouts or other slow down or cessation of work.

5.2 Any employee who violates this clause may be subject to discipline or discharge.

5.3 Employees shall not be directed or required to perform struck work in another office not covered by this contract.

ARTICLE VI - UNION MANAGEMENT RELATIONS

6.1 All collective bargaining with respect to mandatory subjects shall be conducted by authorized representatives of the Union and County.

6.2 Agreements reached between the parties to this agreement shall become effective only when signed by the official Union representative(s) and the Board of County Commissioners.

6.3 On March 1 of each year the Union shall submit to the Board of County Commissioners a written list of Union officers. The County shall be notified of any changes that occur during the year within thirty (30) days after such changes are made.

6.4 An employee shall have the right upon request to inspect his/her personnel file in the presence of the Department Head/Elected Official or his/her designee at a reasonable time during the work day and said request shall be granted not later than one (1) week after the request. Any disciplinary actions and evaluations placed in the file shall require the employee's signature acknowledging receipt or that a copy was provided to the employee. If upon review, the employee disagrees with any matter contained in the personnel file, the employee shall be given the opportunity to attach his/her comments.

6.5 Members representing the Union for collective bargaining sessions shall be granted release time from work without loss of pay for sessions that take place during work hours. In the event a session is cancelled or terminated prior to the end of the employees work day, employees shall return to their regular position duties.

ARTICLE VII - LABOR MANAGEMENT COMMITTEE

7.1 The purpose of the Labor Management Committee is to approach matters collaboratively and cooperatively in order to engage in problem solving.

7.2 The Employer and the Union agree to establish a Labor Management Committee. The committee shall consist of the Personnel/Risk Manager, three (3) bargaining unit employees selected by the Union and two (2) rotating management representatives selected by the Employer, depending on Committee agenda items.

7.3 The Committee shall meet twice yearly at a mutually agreeable time for the purpose of discussing and facilitating the resolution of issues relevant to working conditions in the department, improving County services, or considering other issues relevant to the organization or the public. Management will assist in ensuring the Union members are released on official time to participate in the committee meetings.

7.4 Prior to each meeting the Personnel/Risk Manager shall request from the Committee members items for discussion that should be placed on the Agenda. Depending on the items on the Agenda, the Personnel/Risk Manager shall request two (2) management representatives for the Committee. The Agenda shall be provided to each Committee member no later than one week prior to the labor management meeting. Minutes shall be taken at the meeting, identifying items discussed, action items required, persons responsible for such action items and timelines for reporting back to the committee on such items. Minutes of the Labor Management Committee meeting shall be made available to committee members no later than seven (7) days after the meeting.

7.5 Nothing contained in this section shall be construed as giving the Committee the authority to modify or supplement any terms or conditions of the collective bargaining agreement, or existing conditions of employment at Walla Walla County. Recommendations agreed to by a majority of the Committee may be forwarded to the Employer and the Union for further consideration.

ARTICLE VIII - WARNINGS/SUSPENSION/DISCHARGE

8.1 The Employer retains the right to impose discipline, up to and including discharge, in response to employee misconduct and/or poor work performance. The parties recognize that discipline may not be exclusively punitive in nature, but may in the appropriate case be coupled with a corrective action component designed to assist the employee in bringing his/her behavior up to an acceptable level. Notwithstanding the above and except as limited herein, the Employer shall have the exclusive right to determine the appropriate level and character of discipline to be imposed in any given context.

8.2 The Employer may discharge, suspend or impose other discipline for just cause. Usually, an employee will receive a written warning prior to discharge or suspension. No such written warning is necessary in cases of serious misconduct, including but not limited to conduct involving dishonesty, theft, possession or use of alcohol or illegal drugs during work time, proven recklessness, carrying of firearms, engaging in workplace violence, acceptance of gratuities, private use of County property without authorization or willful damage to County property or equipment.

- A. The following steps of disciplinary action will be followed:
1. oral reprimand which may be documented in writing
 2. written reprimand
 3. probation
 4. suspension
 5. demotion
 6. discharge

The Union and the Employer agree that a lesser level of discipline is not a condition precedent to a higher level if warranted by the facts and circumstances of an individual case. The Employer may discipline, up to and including discharge, without having previously taken disciplinary action if at the Employer's discretion, the case warrants it. Imposition of discipline shall normally be conducted privately with the employee.

8.3 Disciplinary Actions:

- A. Reprimand: A reprimand shall be recorded and placed in the employee's personnel file. A reprimand shall be in the form of an oral or written reprimand. If the reprimand is Oral, a notation of the reprimand shall be placed in the employee's personnel file after being signed by the employee. The employee shall also be required to sign written reprimands prior to their placement in the personnel file. Employee's signature denotes acknowledgement and receipt of the reprimand, not agreement. 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.
- B. Disciplinary Probation: An employee placed on a disciplinary probation shall accrue vacation and sick leave. Disciplinary probation shall not be less than three (3) months nor for more than six (6) months. Employees placed on disciplinary probation shall be required to successfully complete a corrective action plan designed to improve conduct and/or performance. Employees placed on disciplinary probation may be terminated at any time during the course of the probation for failure to meet job requirements or the terms of the corrective action plan.
- C. Suspension: An employee suspended from County service shall forfeit all rights, privileges, except that the employee shall not forfeit their health plan, pension plan, nor life insurance while on suspension.
 - 1. Suspension With Pay: At the discretion of the Employer an employee may be suspended with pay pending investigation of allegations of misconduct, when such allegations compromise the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, the appropriate disciplinary action will be taken. If such charges are unfounded, the employee will be restored to duty and a letter detailing the results of the investigation will be placed in the employee's personnel file.

2. Suspension Without Pay: An employee suspended without pay shall not be suspended on any one occasion in excess of thirty (30) calendar days.

D. Disciplinary Demotion: A change in status of an employee resulting from a disciplinary action to a lower pay step in the same class or to a position in a different class with lesser duties and responsibilities and a lower rate of pay.

8.4 An Employee subject to discipline other than an oral or written reprimand shall, prior to the implementation of such discipline, be provided with an opportunity to meet with his/her Department Head/Manager, Elected Official or his/her designee. At that time, the basis for the contemplated disciplinary action shall be explained and the employee will be given an opportunity to explain his/her position and/or supply mitigating factors in support of a lesser penalty. The Employer shall, upon request, allow the employee reasonable opportunity to have his/her union representative present at any such meeting.

Within five (5) days of the above meeting, the employee shall be advised in writing of the final decision on the disciplinary action, the basis for the decision, and the effective date of the action. This five (5) day period may be extended on written notice to the employee, if further investigation is needed. If a corrective action plan is to be imposed, it shall also be presented to the employee at this time. A copy of the final decision shall be sent to the Union at the same time it is provided to the employee.

8.5 Any employee, except those in trial service or disciplinary probation status, may request an investigation of his/her discharge, suspension or warning notice, and the Union shall have the right to protest any such discharge, suspension or warning notice. The Union's protest must follow the Grievance Procedure outlined in this Agreement.

ARTICLE IX - GRIEVANCE PROCEDURE

9.1 The parties recognize that the most effective accomplishment of the work of the County requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

9.2 A grievance is defined as a dispute by one or more employees involving the meaning, interpretation, application or alleged violation of a specific provision of this Agreement.

9.3 Step 1: Within ten (10) 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 appropriate and authorized supervisor, with the Union Steward 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 Department Head/Manager or Elected Official.

9.4 Step 2A: If not resolved on an informal discussion basis, the grievance shall be submitted to the department head, in writing and signed by the aggrieved employee, within ten (10) working days of the informal discussion. The Department Head/Manager, Elected Official or his/her designee shall investigate the grievance and provide a written answer within ten (10) working days of the date of submission.

9.5 Step 2B: If the Union does not find the Step 2 response satisfactory, it may request the matter be conciliated prior to submission to Step 3. In an attempt to resolve the dispute, conciliation shall take place within ten (10) working days of the Step 2 response, in a meeting between the Union and the County. Either party may be represented by counsel. The Grievance must be presented, as outlined above, within the said periods of time; otherwise, the Union, the Employer and the employee agree that the grievance is forever waived.

9.6 Step 3: If the grievance is not resolved at Step 2 of this procedure, the grievance may be submitted to grievance/mediation to the Public Employment Relations Commission within ten (10) working days of the time lines provided in Step 2. 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.

9.7 Step 4: If the grievance is not resolved at Step 3, the Union shall within fifteen (15) working days, submit the facts of the grievance to the Board of County Commissioners. The Board of County Commissioners may, within ten (10) days either accept and implement the proposed grievance resolution or convene a hearing to receive evidence regarding this grievance. If the hearing is convened, both the Department and the Union may call witnesses and present evidence relevant to their respective positions. Within ten (10) days of the conclusion of the hearing, the County Commissioners shall then issue their decision.

9.8 The time limits within which action must be taken or a decision made may be extended by mutual written agreement signed by the parties. Further, a grievance may be advanced to any step in the grievance procedure if the parties jointly agree. Any grievance shall be considered settled at the completion of any step, if the parties agree or if the grievant fails in a timely manner to advance the grievance to the next step of the procedure.

ARTICLE X - SENIORITY

10.1 The first six (6) months of employment shall be a trial service period, and the Employer shall have termination rights within this six (6) month period free of any recourse to the Grievance Procedure as outlined in Article IX.

10.2 Upon completion of this six (6) month period, the employee shall be placed on the seniority list with the first day of this six (6) month period as his/her seniority date. Seniority shall be defined as the employee's length of continuous service with the employer

10.3 Higher classification work may be offered to an employee by seniority if the senior employee is qualified to do the work of the higher classification.

10.4 Seniority shall not be affected by temporary layoff during slack period or by illness until after one (1) years' absence.

10.5 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications, ability and performance. If these factors are equal, then the length of continuous service shall be the controlling factor. Layoff: The Employer may lay off employees when such action is necessary. The Employer shall provide thirty (30) days written notification to designated employees within the affected job classification/department selected for layoff.

10.6 Laid-off employees shall be hired in the reverse order of qualifications, ability and performance. When these factors are equal, than seniority shall be the controlling factor. Seniority shall be broken for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If the employee fails to return to work within three (3) working days after being notified to return to work and does not present a satisfactory excuse.
- D. Temporary layoff of over one (1) year as defined in Section 10.4 above.

10.7 There shall be no Employer responsibility for the continued employment or re-employment of trial, seasonal or temporary employees.

10.8 All employees shall receive a longevity payment, in accordance with the following schedule:

- A. At the end of seven (7) continuous years of service, an extra fifty dollars (\$50.00) per month.
- B. At the end of twelve (12) continuous years of service, an extra sixty dollars (\$60.00) per month.
- C. At the end of seventeen (17) continuous years of service, an extra seventy dollars (\$70.00) per month.

10.9 Changes in longevity steps shall be computed on the basis of the employee's anniversary date of employment. Employees hired on the 1st - 15th of the month will move to the next eligible longevity step on the 1st day of the month hired. Employees hired on or after the 16th of the month will move to the next eligible longevity step on the 1st day of the month following their date of hire.

ARTICLE XI - JOB POSTING

11.1 When a position vacancy occurs in a job classification covered by this Agreement, the Department Head/Manager or Elected Official shall determine whether the position will be filled. In the event the Department elects to fill the position, the Department Head may (but shall not be required to) fill the position through promotion or transfer of a qualified person in the affected department. If the position is not filled through internal departmental promotion or transfer, the Department shall advertise for the position. The Department Head/Manager or Elected Official shall determine if the position will be concurrently advertised internally and externally. In either event, the Department Head/Manager or Elected Official shall select from all applications received the candidate most qualified for the position. In the event the Department concludes that a current employee and an outside candidate are equally qualified, the current employee will be given preference for the position. If two or more current employee candidates are equally qualified, the more senior employee will be given preference for the position.

11.2 Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for supervision over him/her.

11.3 Regular employees shall be promoted over temporary employees.

11.4 An employee selected for the position who in the estimation of the Employer is unqualified to perform the duties of the position in a satisfactory manner, or should the employee decide that he/she does not want the job, he/she shall be returned to his/her previous position within thirty (30) days of accepting the position. Employees filling a position by promotion or transfer shall serve a six (6) month trial service period. Notwithstanding the provisions of Article 1.5 of this Agreement, employees discharged from positions they have occupied as a result of promotion or transfer shall have access to the Agreement's grievance procedure.

ARTICLE XII - WORK DAY / WORK WEEK / OVERTIME

12.1 The regular hours of work each day shall be consecutive except for interruptions for lunch.

12.2 The work week shall consist of five (5) consecutive days within a seven (7) day period. The Employer will establish the work week for each employee at the beginning of each calendar year. Employees shall be assigned workweeks consistent with County need.

After the initial work week is set by the Employer, any change to that work week may only be made in the event of an emergent need or by mutual agreement between the Employer and the Employee. At least ten (10) working days' notice will be provided to an employee if the Employer wishes to change an employee's existing work week. Where the change is the result of an emergent need, as much notice shall be given as practicable under the circumstances.

Nothing contained in this section shall prevent the Union and the Employer from mutually agreeing to meet to negotiate an alternative schedule that would be applicable to some or all of the employees or departments covered by this agreement.

Department of Court Services – Detention Employees: The normal work week shall be any consecutive seven (7) day period which shall include either five (5) consecutive, eight (8) hour workdays and two (2) days of rest; or four (4) consecutive, ten (10) hour workdays and three (3) days of rest. The days of work or the days off shall be consecutive within the workweek.

- A. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting times, except in emergencies. Normal work schedules showing the employee's shifts, work days and hours shall be posted where needed two (2) weeks prior to shift change. All employee's work schedules shall provide for a fifteen (15) minute uninterrupted rest period during each one-half (1/2) shift and a thirty (30) minute paid lunch period.
- B. The employer shall provide lunchroom facilities, which may be used for lunch and rest periods. During lunch and rest breaks, employees shall be available in cases of emergency. This shall apply to all shifts. Meals will be taken approximately midway through each shift. Meals and breaks will be taken at a time agreed between Supervisor and employee.

12.3 The standard hours of work in existence at the time of the execution of this contract shall continue through the life of this Agreement except as modified in accordance with the provision of Article XII, Section 12.2 Those employees who work a normal seven (7), seven and one-half (7-1/2) and eight (8) hour day will continue with such schedules.

Department of Court Services – Detention Employees: Work Period

- A. A work period shall consist of three (3) calendar months. The Department shall maintain three (3) regularly scheduled working shifts. At the Department Director or Detention Managers discretion, in accordance with work requirements, emergencies or unusual situations, additional shifts involving different hours may be created.
- B. Employees whose work shift is extended by one (1) hour due to time changes associated with Daylight Savings Time shall be paid for the additional hour in the fall. Employees will be required to remain at work for the additional hour in the spring due to the time change.
- C. Once per year each employee may request the Director approve a shift change between that employee and another consenting employee. The request must be made within ten (10) days of the publishing of the shift schedule for that quarter. The shift change, if approved, shall apply for the entire quarter. The Director shall approve the requested exchange unless he/she concludes that ability, experience, programming, gender or other

coverage needs require otherwise. The Director retains the authority to reverse the approved exchange if he/she concludes it has become detrimental to the operation of the facility. The Director shall on a periodic basis review shift assignments generally to monitor issues of equity in the assignment process and in light of departmental needs.

12.4 All Non-Detention employees shall be granted a lunch period of one (1) hour during each work shift. Whenever possible lunch periods shall be scheduled at the middle of the shift.

12.5 All employees shall be granted a rest period of fifteen (15) minutes, twice during a normal work shift. This can be regulated so as not to interrupt office procedure.

12.6 A. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours within a work week.

B. Overtime shall be paid for all work performed on Saturday or Sunday for those employees whose regular workweek is Monday through Friday, PROVIDED, that the employee had worked their normally scheduled work week, regardless if their regular work week consists of 35, 37.5 or 40 hours.

C. Employees called back to work more than two (2) hours after the end of their normally assigned work day shall receive overtime pay for all work performed after called back to work regardless of the number of hours of work performed during the day or week. (EXAMPLE: Employee's regular workday ends at 4:00 p.m. The employee is released from work but is later called back to work to begin at 6:30 p.m. Since this is more than two (2) hours after the end of his/her normal shift, all work performed after returning to work shall be paid at the overtime rate. If this same employee had been requested to work an additional hour immediately after the end of his/her normal shift, this time would be paid in accordance with Article XII, Section 12.6A above).

12.7 A. In lieu of overtime, compensatory time may be granted for work performed over forty (40) hours by mutual agreement of the Elected Official/Department Head and the employee. This compensatory time shall be compensated at the rate of one and one-half (1 ½) basis of the hours in excess of a 40-hour workweek. Compensatory time shall be scheduled and taken off by mutual agreement and unless extraordinary circumstances exist, should be used within ninety (90) days of the pay period earned. Compensatory time not used during this period shall, upon approval of the County Commissioners, be compensated at the appropriate rate. An employee may not accrue more than forty (40) hours of compensatory time.

B. Employees who are regularly scheduled to work less than a forty (40) hour work week shall earn compensatory time on a one-for-one basis up to forty (40)

hours in a work week. Hours worked in excess of forty (40) hours shall be compensated in accordance with Section 12.7-A above. Paid leave (e.g. holidays, sick leave, vacations and compensatory time) shall be considered hours worked for the purpose of computing overtime.

12.8 "Facilities On-call Time" applies to those facilities employees who may be required to be called-out to provide services for essential operations. Employees who serve in this capacity shall receive on-call pay of one (1) hour pay for each twenty-four (24) hour period or percentage of twenty-four (24) hours based on that amount.

- A. On-call employees shall be paid one-and-one-half (1-1/2) times their hourly rate for the actual time worked. This is in addition to the on-call pay and applicable holiday pay.
- B. Unless an emergent event/situation occurs, an employee shall be notified a minimum of five (5) days in advance to serve in this capacity.

12.9 Any employee detained from scheduled work shall notify the Employer at least one (1) hour before his scheduled work shift begins, except in cases of extreme emergency and then as soon as possible.

12.10 Any employee may request leave without pay for a period of sixty (60) calendar days with the approval of their Employer. During this leave the employee shall not accrue benefits or seniority rights.

12.11 Work in Higher Classifications:

- A. 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 five (5) work days, shall be paid whichever step is applicable to the replaced employee which is at least five percent (5%) greater than the assigned employee's current pay.
- B. The assignment shall be approved in advance by the employee's supervisor in writing, and the specifics of such assignment shall be expressly stated. If this is not practical, the Department Director/Manager or Elected Official or the County Commissioners may approve such reassignment or "acting" assignment.
- C. The employee shall be returned to the employee's previous classification and rate of pay immediately upon cessation of the "acting" assignment.

12.12 Shift Differential. The following defines the different shifts for employees covered by this agreement.

- Day Shift:** Any consecutive eight (8) hour shift in which the majority of hours fall between 6:00 a.m. and 2:00 p.m.
- Swing:** Any consecutive eight (8) hour shift in which the majority of hours fall between 2:00 p.m. and 10:00 p.m. Any bargaining unit employee who works shift designated as a swing shift shall receive shift differential of \$.25 per hour in addition to the regular hourly job rate for all hours worked within the designated shift.
- Night Shift:** Any consecutive eight (8) hour shift in which the majority of hours fall between 10:00 p.m. and 6:00 a.m. Any bargaining unit employee who works shift designated as a night shift shall receive shift differential of \$.25 per hour in addition to the regular hourly job rate for all hours worked within the designated shift.

Any employee who is called in to work for another employee on swing or night shift shall receive differential pay for all hours worked for the remainder of that employee's shift.

ARTICLE XIII - DISCRIMINATION

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

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

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

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

ARTICLE XIV - WAGES AND CLASSIFICATIONS

14.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix "A". Effective January 1, 2013, the schedule for 2013 wages shall reflect an increase equal to 80% of the June 2012 measure of the CPI-U (Seattle-Bremerton). Effective January 1, 2014, the schedule for 2014 wages shall reflect an increase equal to 80% of the June 2013 measure of the CPI-U (Seattle-Bremerton). Effective January 1, 2015, the schedule for 2015 wages shall reflect an increase equal to 80% of the June 2014

measure of the CPI-U (Seattle-Bremerton). For each year referenced herein the minimum CPI-U adjustment shall be limited to 1% and the maximum CPI-U adjustment shall be limited to 3.5%.

14.2 The attached wage schedule shall be considered a part of this Agreement. When a new position is established, the Employer may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate are proper, the Union shall have the right to submit the issue as a grievance in the Grievance Procedure.

ARTICLE XV - WAGE SCALE PROCEDURES

15.1 Each range has seven (7) salary steps, "A" through "G". The job description determines the range of the specific job and the qualifications required. The specific qualifications and length of service of the employee determine the salary step. If an employee has sufficient length of service to be eligible for a step increase, the Department Head or Elected Official will notify the Payroll Department in writing of the step increase. An employee shall receive step increases consistent with the procedure set out in Article 15.2.

15.2 Entrance Pay Rate: Persons selected to fill vacant positions may be hired by the Department Head or Elected Official at pay Step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a higher pay step, higher than Step B, based on related experience, education and qualifications relating to the appropriate classifications subject to prior determination and approval of the Board of Commissioners.

- A. If an employee begins at Step A, then said employee shall remain at that step for a minimum of six (6) consecutive months.
- B. If an employee begins at Step B of the pay plan, the employee shall remain in Step B for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step.
- C. Subsequent Pay Steps: Progression to subsequent steps in the pay plan will be at the expiration of the number of months designated for each step as follows:

Step C	18 Months
Step D	24 Months
Step E	24 Months
Step F	24 Months
Step G	Thereafter

- D. Progression may be made earlier than the service times indicated above in cases where the Department Head or Elected Official believes the employee's sustained performance is sufficiently above normal and the progression is approved by the Board of Commissioners. Employees considered for early progression shall be limited to no more than one (1)

additional step progression within eighteen (18) months of the last regular step increase.

- 15.3 Promotion: An employee promoted to a position with a higher pay range shall be paid at the nearest higher step in the new range. Promoted employees shall receive a new step date commencing on the date of promotion. Promotions shall be filled in accordance with Article XI, Section 11.1.

Transfer: A reassignment to a different position or classification where there is no change in pay range.

15.4 Reclassification Appeals Committee: The County and the Union agree to establish a reclassification appeals committee of five (5) persons, two (2) assigned by management two (2) from the Union, and the County Risk Manager/Human Resources. The committee shall meet to address appeals from County decisions to reclassify or not reclassify any position in the bargaining unit. The decision of the reclassification appeals committee shall not be subject to the grievance procedure. The reclassification appeals committee shall meet as necessary, but at least two (2) times a year when requests for appeal have been received by the committee.

ARTICLE XVI - BILINGUAL INCENTIVE PROGRAM

16.1 The Bilingual Incentive Program is intended to provide translation and interpretation services for the Walla Walla County Courthouse, utilizing Spanish speaking employees of Local 1191-WC.

16.2 The procedures and administration of the Program will lie with the Employer, and will be based on the determination from an Elected Official or Department Head that there is a need for translation and interpretation services in his or her department or operations, requiring approval from the Board of County Commissioners.

16.3 Employees certified under the program will receive two (2) additional days of paid time off annually on January 1st. Certified employees will schedule and use paid time off in the calendar year in which it is received, similar to the floating holiday benefit. Time off shall only be taken in a minimum of one day increments.

16.4 The provisions and decisions regarding this Bilingual Incentive Program are NOT subject to the grievance procedures in this collective bargaining agreement.

ARTICLE XVII - HOLIDAYS

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

New Years' Day	January 1
Martin L. King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One floating holiday mutually agreed to by the Employer and the employee.

17.2 Holiday Pay: Eligible employees shall receive one day's Employee Designated number of Work Hours pay for each of the holidays listed above on which they perform no work.

17.3 Weekend Holidays: Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a holiday.

17.4 Holiday During Leave: Should an employee be on authorized leave when a holiday occurs, each holiday shall not be charged against such leave.

17.5 Holiday Work: If an employee works any of the above listed holidays during their regular work week, they shall be given comp time equal to one and one-half times the hours worked or shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the one day of holiday pay. The decision to accept comp time or pay is the employee's.

17.6 To be eligible for holiday pay the employee must work his regular workday before and his scheduled work day after the paid holiday, unless he/she is on an excused paid leave of absence.

17.7 Temporary or Seasonal employees are not eligible for holiday pay.

17.8 Regular part-time employees shall be paid for the holiday in relation to the hours actually engaged on duty to the hours required for full-time service.

17.9 Employees will receive no Holiday Pay if the employee has accepted scheduled work on a holiday and fails to report for work, except for excused absences.

17.10 Seven Day Operations: For departments in which employees work seven days a week, the holiday will be observed on the actual day on which the holiday falls as set forth in

Section 17.1 with the provisions of 17.3 not being applicable. When an employee's regularly scheduled day off falls on a holiday, he/she shall be provided an equivalent or alternate day off with pay for the holiday. Affected employees must receive approval from the Employer when scheduling the alternate day. An employee who is offered and then works a holiday that is his/her regular scheduled day off will be paid at one and one-half (1-1/2) times the employees' regular rate of pay. The employee may take the missed holiday on a day mutually agreed upon with the Employer.

ARTICLE XVIII - VACATIONS

18.1 Every employee shall be eligible for paid vacation after completion of his/her six (6) month trial service period with the Employer. Employees shall start to earn vacation allowances as of their date of hire. Vacation schedules must be approved by the Employer. Vacation allowance shall be earned as follows:

Service Years	Vacation Hours - 40 hour week	Vacation Hours - 37.5 hour week	Vacation Hours - 35 hour week
0-2	80 vacation hours	75 vacation hours	70 vacation hours
3-4	96 vacation hours	90 vacation hours	84 vacation hours
5-9	120 vacation hours	112.5 vacation hours	105 vacation hours
10-14	144 vacation hours	135 vacation hours	126 vacation hours
15-19	160 vacation hours	150 vacation hours	140 vacation hours
20 or more	176 vacation hours	165 vacation hours	154 vacation hours

18.2 Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the employee with greater seniority shall be given his choice of vacation in the event of any conflict over vacation periods.

Vacations may be accumulated to a total of thirty (30) days-unused vacation time by the end of the calendar year. Any vacation accumulated beyond this limit will be forfeited unless the employee is asked to defer his vacation because of work schedules, or where there has been prior authorization by management, in which case the vacation shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken, except at the time of severance from County employment as hereinafter provided.

18.3 If a holiday occurs during the calendar week in which a vacation is taken by the employee, the employee shall not be charged a vacation day for that holiday.

18.4 Should an employee become sick while on vacation, such employee may elect to use accumulated sick leave in lieu of vacation days, provided the Employer is so notified. In case of illness, employees shall notify the employer on the same day that the employee becomes sick. An employee who is ill shall keep the employer advised as to his/her condition and when he/she may expect to return to duty.

18.5 Any employee, who is laid off, discharged, retired or separated from service of the Employer prior to taking his vacation, shall be paid accrued vacation time in the month following separation from service.

18.6 An employee may not take vacation in excess of accrued vacation. Accrued vacation shall be determined as of the day before the first day of the employee's scheduled vacation.

18.7 Regular part-time employees working on a regular schedule of duration of more than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

ARTICLE XIX - SICK LEAVE/BEREAVEMENT LEAVE

19.1 Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence due to illness or injury. Its use is restricted to health-related absences.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. An employee shall accrue sick leave at the rate of one (1) work day (Employee Designated number of Work Hours) for each month's work to be used in the event of illness or the illness of a member of his/her immediate family as defined in Section 19.2 below. There shall be no limit on the amount of sick leave, which may be accrued. An employee may be required to furnish medical evidence supporting the need for the use of sick leave.

Sick leave may be taken for the following reasons:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position, or
- B. For making arrangements for care or caring for a member of the employee's immediate family who is seriously ill, or
- C. For appointments for the employee or the employee's immediate family if arrangements cannot be made during off hours: doctor, dental, or optical;

treatment as prescribed by a doctor, dentist or eye doctor; laboratory work or X-ray work by order of doctor, dentist, or eye doctor, or

- D. To care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision in accordance with State law, or
- E. Such other illness or injury of employee or employee's immediate family as defined in Section 19.2, that would require the employee's absence.

19.2 Upon written request, an employee shall be allowed bereavement leave of up to three (3) days per year, to be paid at their regular rate in the event of a death in the immediate family of the employee. Additional bereavement leave may be granted upon approval of the Elected Official or Department Head, using accrued sick leave. This leave will be paid by the County in the event of the death of someone in the employee's "immediate family," which shall mean: the employee's spouse, child, adopted child, foster child, parent, or a person who has acted in a parental capacity to the employee, grandparent, grandparent-in-law, grandchild, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law. 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.

19.3 Employees who are ill and who have exhausted their sick leave accrual may (1) be granted up to thirty (30) days unpaid sick leave in addition to available FMLA leave, and/or (2) may, if otherwise eligible, participate in the sick leave donation program contained in this Agreement, provided that, in order to access either unpaid leave or donated sick leave, the employee must exhaust all vacation and compensatory time that the employee has accrued. Use of unpaid sick leave under this section shall not result in a loss of seniority.

19.4 An employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury may be paid sick leave at the amount of the difference between his regular pay and that paid by State Industrial after the first three (3) days. Full amount of sick leave may be paid the first three (3) days. Should an employee later be paid by State Industrial for the three (3) days of absence, the amount paid the employee by State Industrial for three (3) days shall be credited to Walla Walla County from money due the employee in the next payroll period. The prorated part of sick leave as determined by the ratio of regular sick leave and State Industrial Compensation shall be charged to the employee as time off the job.

19.5 Employees may donate up to one hundred sixty (160) hours, using a calculation method of 25% of the donated hours amount (example: 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 Elected Official/Department Head 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 in paragraph A.
- C. An employee may receive a maximum of 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.

19.6 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.

19.7 An employee with twenty (20) years of service will be entitled to twenty-five percent (25%) of his/her accrued sick leave upon retirement 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 at his/her regular rate of pay, although his/her length of service is less than twenty (20) years. Total payment upon retirement or disability shall not exceed thirty (30) days. Should an employee die, his/her heirs shall receive pay for twenty-five percent (25%) of all sick leave accumulated by the employee at the time of his/her death, to a maximum of thirty (30) days.

19.8 The parties mutually agree that cash out of unused accrued sick leave, compensatory time, or any other claimed accumulation of unused time off shall not be included in calculation of the employee's retirement pension. All excess compensation as defined by applicable State law is deemed never to have existed for the purposes of employee pension. The County and the Union and the employees recognize that the Department of Retirement Systems will be notified of these payments but they shall not be included in the calculation of the employee's final average compensation.

19.9 Abuse of sick leave is a form of dishonesty and may result in discipline up to and including termination.

19.10 Other than as expressly provided herein employees may not seek or receive advances to their sick leave bank. Sick leave may not be taken in excess of accrued balances.

Prior to approval of the program the employee shall sign a consent form authorizing the County to collect the amount required to be reimbursed by the employee pursuant to this article from the employees final compensation.

ARTICLE XXII - JURY DUTY

22.1 Employees shall be granted leave with pay any time they are required to report for jury duty or jury service provided, however, that any fees except travel pay received in connection with such jury duty or jury services shall be returned to the County.

ARTICLE XXIII - ABSENCE WITHOUT DULY AUTHORIZED LEAVE

23.1 No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay, and in addition, may be grounds for dismissal.

ARTICLE XXIV - OTHER LEAVES

24.1 Family Leave: An employee is eligible for Federal Family and Medical Leave if the employee has worked for the County at least twelve (12) months and has worked at least one thousand two hundred fifty (1250) hours and not less than twenty (20) hours per week in the twelve (12) month period before the FMLA is to begin.

24.2 Allowable reasons for FMLA are: Birth and care of the employee's newborn child; placement of a child (under eighteen (18) years of age) with the employee for adoption or foster care; to care for the employee's spouse, child or parent with a serious health condition; when the employee's own serious health condition prevents him from performing the employee's job.

24.3 A serious health condition Is defined as: Any physical or mental condition that involves any period of incapacity or treatment connected with: a) in-patient care in a hospital, hospice, or residential medical care facility; b) incapacity for more than three (3) calendar days that involves continuing treatment by a health care provider; c) continuing treatment by a health care provider for a long term incurable condition which if not treated, would likely result in a period of incapacity for more than three (3) days or; d) continuing treatment by a health care provider for prenatal care.

24.4 Employees may take up to twelve (12) work weeks of unpaid FMLA leave in a rolling twelve (12) months backward. Any employee requesting FMLA leave must exhaust available vacation, sabbatical, personal holiday leaves (and sick leave if the reason for the request meets the reason for sick leave usage) which will count toward the twelve (12) weeks of FMLA leave provided. An employee's FMLA leave entitlement will run concurrent with the

Family Leave entitlement under State Law. If an employee and employee's spouse both work for the County, they are entitled to a combined total of twelve (12) work weeks of FMLA leave for the birth or placement of a child or to care for a parent or a child with a serious health condition.

24.5 Employees who request FMLA leave because of their own serious health condition or the serious health condition of their spouse, parent, or child must furnish a certification from a health care provider that the serious health condition exists. Medical Certification Forms will be provided by the Employer. The certification must be returned as soon as possible after the County requests certification. The County may request up to two additional medical opinions by other health care providers.

24.6 Employees are entitled to intermittent or reduced schedule leave for their own serious health condition or the serious health condition of their child, spouse or parent if a health care provider certifies that the intermittent or reduced schedule is medically necessary. The County may temporarily transfer an employee on intermittent or reduced schedule leave to another job without reducing pay or benefits.

24.7 The County will continue to pay its share of the health insurance premiums for the duration of the FMLA leave if the employee is enrolled in the County's plan immediately prior to the FMLA leave. If applicable the employee will be required to pay the employee's share of the premium.

24.8 Employees on vacation or sick leave during FMLA leave will continue to accrue vacation, sick leave and holidays if they occur during the leave and they will continue to accrue seniority. If the leave is unpaid, the employee will not accrue vacation, sick leave, or holidays that occur during the leave, nor will they accrue seniority.

24.9 FMLA leave must not be abused. An employee is not allowed to become self-employed or to accept other employment while on leave. Abuse of FMLA leave may be cause for discipline up to and including discharge.

24.10 Employees returning from leave shall be reinstated to their former or substantially equivalent positions, with equal pay, benefit and working conditions as may be required by the Family Medical Leave Act.

24.11 An employee's entitlement to FMLA leave for birth or placement of a child expires twelve (12) months after the birth or placement. Any such FMLA leave must be concluded within this one (1) year period.

24.12 The provisions of this Article shall be construed consistent with the express language of the Family Medical Leave Act. Nothing herein shall preclude the employer from exercising any and all rights and enforcing any and all conditions now contained in the Act or which may subsequently be contained in any modified versions of the Family Medical Leave Act.

24.13 The County shall comply with the provisions of the Washington State Family Care Leave Act.

ARTICLE XXV - HEALTH AND WELFARE

25.1 Effective January 1, 2013, the Employer will pay a monthly contribution of \$843.75 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 2014 through 2015 the Employer agrees to increase the monthly contribution by the amount of the weighted average premium increase to a maximum of five (5) percent per year. If the premium increase exceeds five (5) percent, the employer and employee will each pay half of the amount above five (5) percent. If the premium increase in any one (1) year exceeds fifteen (15) percent, the parties agree to reopen this Article.

25.2 The Employer agrees to contribute a life insurance policy premium on the employee for \$24,000 coverage.

25.3 The Employer agrees to contribute dental insurance premium with annual maximum coverage of \$2,000 beginning 2014 and continuing for 2015.

25.4 The Employer agrees to contribute full vision insurance premium on the employee.

25.5 Costs of each of the Health and Welfare Benefits described in 25.1 – 25.4 will be subtracted from the monthly contribution determined in 25.1. For calendar year 2013 only, the Employer agrees not to subtract the dental insurance premium from the monthly contribution.

25.6 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.

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

25.8 Regular part-time employees working twenty-four (24) or less shall not receive Health and Welfare Benefits. Regular part-time employees working twenty-five (25) hours per week up to thirty-two (32) hours per week will pay 50% of the respective insurance premiums. Regular part-time employees working thirty-three (33) or more hours per week will receive premium coverage consistent with that received by regular full-time employees.

ARTICLE XXVI - UNION ACTIVITIES

26.1 The Employer agrees that during working hours, on the Employer's premises with notice to the Employer, the Employer shall allow authorized officers of the Union access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to;

provided, however, that there is no serious or prolonged interruption of the Employer's working schedule.

26.2 There shall be no other Union business conducted with employees during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.

26.3 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

26.4 Upon gaining permission for an approved location, the Union Representative may locate an appropriate receptacle for the purposes of collecting various union related documents that will assist in conducting union business only.

ARTICLE XXVII - INTEGRATION CLAUSE

27.1 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.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposal with respect to any and all matters deemed as proper subject for collective bargaining. The results of the exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, and any automatic or other extension thereof, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically otherwise covered or referred to in this Agreement.

The parties further agree that this Agreement may be amended only by the written mutual consent of the parties any time during its terms.

ARTICLE XXVIII - SAVINGS CLAUSE

28.1 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 XXIX - TERMINATION

29.1 This Agreement shall be effective as of the 1st day of January 2013, and shall remain in full force and effect until December 31, 2015. 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.

ARTICLE XXX - EVALUATIONS

30.1 Each department director shall perform a trial service and/or annual evaluation for employees in the department under their supervision. The results of the evaluation will be shared with the respective employee. Evaluations shall be kept in the employee's personnel file for reference and review by the department director or employee.

30.2 Employees may request an evaluation once per calendar year. If the department director agrees to perform an evaluation, it shall be completed within a reasonable time frame.

ARTICLE XXXI - NEPOTISM RESTRICTIONS

31.1 Close Relatives of Walla Walla County employees may be hired by the County providing they are qualified and meet position requirements. Individuals will not be assigned to work in a department for which a relative has immediate supervision or managerial responsibilities. In the event an employee is to be hired, transferred or promoted into a supervisory or managerial position in a department to which a relative is also assigned, the department will determine a new assignment for the relative of the supervisor if one is available. If no alternate assignment is available the relative will have to choose which employee retains his/her position. Exceptions to this policy are allowed only with the approval of the Department Head with the concurrence of the County Commissioners.

31.2 Definitions:

- A. **"Close Relative"**: Close Relative means a person's spouse, parent, parent-in-law, child, daughter-in-law, son-in-law, brother, sister, grandparent, grandchild, first cousin, aunt, uncle, the spouse of any child, sibling or first cousin, or any person sharing the same household, whether or not otherwise related and irrespective of when such relationship or arrangement begins.
- B. **"Conflict of Interest"**: The following situations or events shall constitute conflicts of interest for purposes of this policy, whether or not an actual conflict can be demonstrated between an employee or employees and the County.
 - 1. Direct supervision of an employee by his or her close relative.
 - 2. Any situation in which a close relative would regularly audit, cross-check or evaluate an employee's work.
 - 3. Any situation in which a close relative would "cover" for an employee on the job in non-emergencies.

4. Situations not involving direct supervision in which a close relative would have authority or a duty to initiate, recommend, or carry out disciplinary action against an employee.
5. Situations not involving direct supervision in which a close relative would have authority or a duty to initiate, recommend, or carry out the transfer, promotion, demotion, reassignment, reclassification, layoff, or termination of an employee.
6. Other situations in which an actual, potential, or perceived conflict of interest results or is likely to result from the fact that two or more employees are close relatives.

31.3 Conditions of Employment:

- A. Any person who completes the standard Walla Walla County employment application form shall, as a condition of eligibility - for employment, disclose the names of all persons known by the applicant to be then employed by Walla Walla County and whose relationship to the applicant is one or more of those defined herein as constituting that of a close relative. The form shall contain an instruction telling the applicant to write "none" in an appropriate space if he/she believes that no close relatives are then employed by Walla Walla County. No person shall be offered employment at Walla Walla County unless and until he/she has affirmed in writing that no close relative is employed by Walla Walla County, or has disclosed that one or more identified close relatives are so employed.
- B. Any applicant whose close relative is employed by Walla Walla County on the application date shall be ineligible for employment in any position if a conflict of interest would be created thereby, or if a conflict of interest would be created upon the first or next promotion of the employee or any close relative. For purposes of this subparagraph only, close relatives scheduled for voluntary termination, retirement, or layoff on or before a date not more than ninety (90) days after the application date shall be ignored, provide the Department Head makes a written finding that the scheduled termination, retirement, or layoff is likely to occur.
- C. It shall be cause for immediate termination without prior warning, notice or limited discipline for an applicant at the time of application knowingly to make any false statement concerning employment of his/her close relative by Walla Walla County, and such cause shall exist regardless of when such an omission is discovered.

31.4 Walla Walla County Employees:

- A. No employee may be transferred, promoted, or reassigned if the result would be to create a conflict of interest

APPENDIX A
2013 Courthouse Contract Salary Schedule

PAY RANGE NUMBER	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER
		A	B	C	D	E	F	G
18	Hrly Rate	13.22	13.88	14.57	15.30	16.07	16.87	17.72
	35.0	2,005	2,105	2,210	2,321	2,437	2,559	2,687
	37.5	2,148	2,256	2,368	2,487	2,611	2,742	2,879
	40.0	2,291	2,406	2,526	2,653	2,785	2,924	3,071
19	Hrly Rate	13.88	14.57	15.30	16.07	16.87	17.72	18.60
	35.0	2,105	2,210	2,321	2,437	2,559	2,687	2,821
	37.5	2,256	2,368	2,487	2,611	2,742	2,879	3,023
	40.0	2,406	2,526	2,653	2,785	2,924	3,071	3,224
20	Hrly Rate	14.57	15.30	16.07	16.87	17.72	18.60	19.53
	35.0	2,210	2,321	2,437	2,559	2,687	2,821	2,962
	37.5	2,368	2,487	2,611	2,742	2,879	3,023	3,174
	40.0	2,526	2,653	2,785	2,924	3,071	3,224	3,385
21	Hrly Rate	15.30	16.07	16.87	17.72	18.60	19.53	20.51
	35.0	2,321	2,437	2,559	2,687	2,821	2,962	3,110
	37.5	2,487	2,611	2,742	2,879	3,023	3,174	3,333
	40.0	2,653	2,785	2,924	3,071	3,224	3,385	3,555
22	Hrly Rate	16.07	16.87	17.72	18.60	19.53	20.51	21.53
	35.0	2,437	2,559	2,687	2,821	2,962	3,110	3,266
	37.5	2,611	2,742	2,879	3,023	3,174	3,333	3,499
	40.0	2,785	2,924	3,071	3,224	3,385	3,555	3,732
23	Hrly Rate	16.87	17.72	18.60	19.53	20.51	21.53	22.61
	35.0	2,559	2,687	2,821	2,962	3,110	3,266	3,429
	37.5	2,742	2,879	3,023	3,174	3,333	3,499	3,674
	40.0	2,924	3,071	3,224	3,385	3,555	3,732	3,919
24	Hrly Rate	17.72	18.60	19.53	20.51	21.53	22.61	23.74
	35.0	2,687	2,821	2,962	3,110	3,266	3,429	3,601
	37.5	2,879	3,023	3,174	3,333	3,499	3,674	3,858
	40.0	3,071	3,224	3,385	3,555	3,732	3,919	4,115
25	Hrly Rate	18.60	19.53	20.51	21.53	22.61	23.74	24.93
	35.0	2,821	2,962	3,110	3,266	3,429	3,601	3,781
	37.5	3,023	3,174	3,333	3,499	3,674	3,858	4,051
	40.0	3,224	3,385	3,555	3,732	3,919	4,115	4,321
26	Hrly Rate	19.53	20.51	21.53	22.61	23.74	24.93	26.17
	35.0	2,962	3,110	3,266	3,429	3,601	3,781	3,970
	37.5	3,174	3,333	3,499	3,674	3,858	4,051	4,253
	40.0	3,385	3,555	3,732	3,919	4,115	4,321	4,537
27	Hrly Rate	20.51	21.53	22.61	23.74	24.93	26.17	27.48
	35.0	3,110	3,266	3,429	3,601	3,781	3,970	4,168
	37.5	3,333	3,499	3,674	3,858	4,051	4,253	4,466

Based on 2012 Schedule; Increased by 2.16% (80% of June 2012 Seattle-Bremerton CPI-U)

APPENDIX A
2013 Courthouse Contract Salary Schedule

		40.0	3,555	3,732	3,919	4,115	4,321	4,537	4,764
PAY RANGE NUMBER	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER	
28	Hrly Rate	21.53	22.61	23.74	24.93	26.17	27.48	28.86	
	35.0	3,266	3,429	3,601	3,781	3,970	4,168	4,377	
	37.5	3,499	3,674	3,858	4,051	4,253	4,466	4,689	
	40.0	3,732	3,919	4,115	4,321	4,537	4,764	5,002	
29	Hrly Rate	22.61	23.74	24.93	26.17	27.48	28.86	30.30	
	35.0	3,429	3,601	3,781	3,970	4,168	4,377	4,595	
	37.5	3,674	3,858	4,051	4,253	4,466	4,689	4,924	
	40.0	3,919	4,115	4,321	4,537	4,764	5,002	5,252	
30	Hrly Rate	23.74	24.93	26.17	27.48	28.86	30.30	31.81	
	35.0	3,601	3,781	3,970	4,168	4,377	4,595	4,825	
	37.5	3,858	4,051	4,253	4,466	4,689	4,924	5,170	
	40.0	4,115	4,321	4,537	4,764	5,002	5,252	5,514	
31	Hrly Rate	24.93	26.17	27.48	28.86	30.30	31.81	33.41	
	35.0	3,781	3,970	4,168	4,377	4,595	4,825	5,066	
	37.5	4,051	4,253	4,466	4,689	4,924	5,170	5,428	
	40.0	4,321	4,537	4,764	5,002	5,252	5,514	5,790	
32	Hrly Rate	26.17	27.48	28.86	30.30	31.81	33.41	35.08	
	35.0	3,970	4,168	4,377	4,595	4,825	5,066	5,320	
	37.5	4,253	4,466	4,689	4,924	5,170	5,428	5,700	
	40.0	4,537	4,764	5,002	5,252	5,514	5,790	6,080	
33	Hrly Rate	27.48	28.86	30.30	31.81	33.41	35.08	36.83	
	35.0	4,168	4,377	4,595	4,825	5,066	5,320	5,586	
	37.5	4,466	4,689	4,924	5,170	5,428	5,700	5,985	
	40.0	4,764	5,002	5,252	5,514	5,790	6,080	6,384	
34	Hrly Rate	28.86	30.30	31.81	33.41	35.08	36.83	38.67	
	35.0	4,377	4,595	4,825	5,066	5,320	5,586	5,865	
	37.5	4,689	4,924	5,170	5,428	5,700	5,985	6,284	
	40.0	5,002	5,252	5,514	5,790	6,080	6,384	6,703	
35	Hrly Rate	30.30	31.81	33.41	35.08	36.83	38.67	40.60	
	35.0	4,595	4,825	5,066	5,320	5,586	5,865	6,158	
	37.5	4,924	5,170	5,428	5,700	5,985	6,284	6,598	
	40.0	5,252	5,514	5,790	6,080	6,384	6,703	7,038	
36	Hrly Rate	31.81	33.41	35.08	36.83	38.67	40.60	42.63	
	35.0	4,825	5,066	5,320	5,586	5,865	6,158	6,466	
	37.5	5,170	5,428	5,700	5,985	6,284	6,598	6,928	
	40.0	5,514	5,790	6,080	6,384	6,703	7,038	7,390	
37	Hrly Rate	33.41	35.08	36.83	38.67	40.60	42.63	44.77	
	35.0	5,066	5,320	5,586	5,865	6,158	6,466	6,789	
	37.5	5,428	5,700	5,985	6,284	6,598	6,928	7,274	

Based on 2012 Schedule; Increased by 2.16% (80% of June 2012 Seattle-Bremerton CPI-U)

APPENDIX A
2013 Courthouse Contract Salary Schedule

		40.0	5,790	6,080	6,384	6,703	7,038	7,390	7,759
PAY RANGE NUMBER	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER	
38	Hrly Rate	35.08	36.83	38.67	40.60	42.63	44.77	47.00	
	35.0	5,320	5,586	5,865	6,158	6,466	6,789	7,129	
	37.5	5,700	5,985	6,284	6,598	6,928	7,274	7,638	
	40.0	6,080	6,384	6,703	7,038	7,390	7,759	8,147	
39	Hrly Rate	36.83	38.67	40.60	42.63	44.77	47.00	49.35	
	35.0	5,586	5,865	6,158	6,466	6,789	7,129	7,485	
	37.5	5,985	6,284	6,598	6,928	7,274	7,638	8,020	
	40.0	6,384	6,703	7,038	7,390	7,759	8,147	8,555	
40	Hrly Rate	38.67	40.60	42.63	44.77	47.00	49.35	51.82	
	35.0	5,865	6,158	6,466	6,789	7,129	7,485	7,860	
	37.5	6,284	6,598	6,928	7,274	7,638	8,020	8,421	
	40.0	6,703	7,038	7,390	7,759	8,147	8,555	8,983	
41	Hrly Rate	40.60	42.63	44.77	47.00	49.35	51.82	54.41	
	35.0	6,158	6,466	6,789	7,129	7,485	7,860	8,253	
	37.5	6,598	6,928	7,274	7,638	8,020	8,421	8,842	
	40.0	7,038	7,390	7,759	8,147	8,555	8,983	9,432	
42	Hrly Rate	42.63	44.77	47.00	49.35	51.82	54.41	57.13	
	35.0	6,466	6,789	7,129	7,485	7,860	8,253	8,665	
	37.5	6,928	7,274	7,638	8,020	8,421	8,842	9,284	
	40.0	7,390	7,759	8,147	8,555	8,983	9,432	9,903	
43	Hrly Rate	44.77	47.00	49.35	51.82	54.41	57.13	59.99	
	35.0	6,789	7,129	7,485	7,860	8,253	8,665	9,099	
	37.5	7,274	7,638	8,020	8,421	8,842	9,284	9,748	
	40.0	7,759	8,147	8,555	8,983	9,432	9,903	10,398	
44	Hrly Rate	47.00	49.35	51.82	54.41	57.13	59.99	62.99	
	35.0	7,129	7,485	7,860	8,253	8,665	9,099	9,554	
	37.5	7,638	8,020	8,421	8,842	9,284	9,748	10,236	
	40.0	8,147	8,555	8,983	9,432	9,903	10,398	10,918	
45	Hrly Rate	49.35	51.82	54.41	57.13	59.99	62.99	66.14	
	35.0	7,485	7,860	8,253	8,665	9,099	9,554	10,031	
	37.5	8,020	8,421	8,842	9,284	9,748	10,236	10,748	
	40.0	8,555	8,983	9,432	9,903	10,398	10,918	11,464	
46		51.82	54.41	57.13	59.99	62.99	66.14	69.45	
	35.0	7,860	8,253	8,665	9,099	9,554	10,031	10,533	
	37.5	8,421	8,842	9,284	9,748	10,236	10,748	11,285	
	40.0	8,983	9,432	9,903	10,398	10,918	11,464	12,037	
47	Hrly Rate	54.41	57.13	59.99	62.99	66.14	69.45	72.92	


Based on 2012 Schedule; Increased by 2.16% (80% of June 2012 Seattle-Bremerton CPI-U)

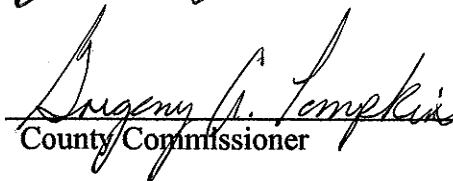
Dated this 25th day of March 2013.

IN WITNESS THEREOF, the parties hereto set their hands this 25th of March 2013.

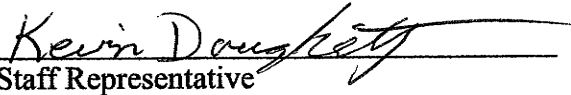
FOR THE EMPLOYER:

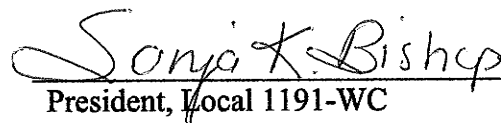

Chairman of the Board of Commissioners


County Commissioner

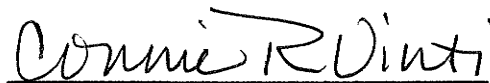

County Commissioner

FOR UNION:


Staff Representative


President, Local 1191-WC

ATTEST:


Clerk of the Board