

**AGREEMENT BETWEEN
THE SHERIFF AND THE BOARD OF COUNTY COMMISSIONERS
WALLA WALLA, WASHINGTON**

And

**THE COMMISSIONED DEPUTY'S ASSOCIATION
OF THE WALLA WALLA COUNTY SHERIFF'S OFFICE**

2016

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INTRODUCTION

THIS AGREEMENT, made and entered into by and between the Walla Walla County Sheriff/Board of County Commissioners, hereinafter referred to as the "County" or "Employer," and the Commissioned Deputy Sheriffs of Walla Walla County, hereinafter referred to as the "Association."

PURPOSE AND INTENT

The general 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 a 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.

ARTICLE I RECOGNITION

1.1 The County recognizes the Association as the bargaining agent for all full-time commissioned deputies of the Walla Walla County Sheriff's office with the exception of the Sheriff and those employees appointed by the Sheriff in accordance with the provisions of RCW 41.14, for the purposes of collective bargaining with respect to wages, hour and other conditions of employment.

1.2 This labor agreement shall not apply in any manner to seasonal or temporary employees.

1.3 Probationary employees are entitled to only that job protection as provided for by the Sheriff's Office civil service statute contained in RCW 41.14.130. State statute preempts any conflict with this contract as it relates to probationary employees. Probationary employees are considered regular full-time employees for the purposes of wages, benefits and other terms or conditions of employment contained herein.

1.4 It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Association.

1.5 The employer shall discharge any employee as to whom the Association, through its authorized representative, delivers to the Employer written notice that such employee is not in good standing in conformity with this Article. Upon receipt of a notice requesting termination, the Employer shall immediately notify such employee that if s/he has not complied with the Association membership requirements of this Agreement within fifteen (15) days, his/her employment shall be terminated. The Association agrees to withdraw any letter of termination if

the employee, in respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified heretofore.

Pursuant to state law, the foregoing provisions of this Article shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee associations. However, every such employee shall pay an amount of money equivalent to regular Association dues and initiation fees to a charity or charitable organization of the employee's choice. The employee shall furnish written proof that such payment has been made.

1.6 Any current or newly hired employee who would otherwise be required to become a dues and fees paying member of the Association by the terms of this Agreement, may, notwithstanding the provisions of sub-paragraphs 1.4 and 1.5 herein, agree to pay the Association as a condition of employment, a monthly service fee in the amount of monthly dues to the Association. This service fee shall be segregated by the Association and used on a pro rata basis solely to defray the cost for its services in negotiating and administering this Agreement.

1.7 The Association agrees to defend and hold the Employer harmless from all claims of any nature, whether civil or administrative related to the Employers actions in terminating any employee pursuant to the operation of this Section and the notice and request of the Association to terminate for failure to pay the required dues or fees.

ARTICLE II MANAGEMENT RIGHTS

Except as specifically changed or modified by any provision 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:

1. Determine the standard of service to be offered by the Sheriff's Office.
2. Determine the standard of selection for employment.
3. Direct its employees.
4. Take disciplinary action for just cause.
5. Relieve its employees from duty for legitimate reasons
6. Issue regulations and rules.
7. Determine the methods, means, and personnel by which the County's operations are to be conducted.
8. Maintain the efficiency of operation.
9. Determine the content of the job classification.
10. Fulfill all its legal responsibilities consistent with the rules and regulations of Civil Service.

ARTICLE III NO STRIKE - NO LOCKOUT

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 NON-DISCRIMINATION

The provision 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 WORK SCHEDULE

5.1 Hours of Work and Overtime. The regular work week shall be five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days. All hours worked by an employee in excess of eight (8) hours on a five-eighths schedule or ten (10) hours on a four-tens schedule, or forty (40) hours in a work week will be paid at the rate of one-and-one-half (1-1/2) times the regular hourly rate except as set forth elsewhere in this agreement. A workday shall be defined as a 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 payment.

5.2 Call In Pay

5.2.1 An employee called into work before the start of the normally scheduled shift shall be guaranteed one hour overtime. Any period in excess of one hour 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 AM, employee called in at 6:30 a.m. Employee would be paid one hour at the overtime rate for the period 6:30—7:30 and one-half hour at the overtime rate for the period 7:30-8:00. If the employee would have been called in at 7:30, the employee would be entitled to one hour at the overtime rate for the period 7:30- 8:00 AM.

5.2.2 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 three (3) 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 three hour period.

EXAMPLE: Employee's normal shift ends at 4:00 PM. The employee is released from duty and is called back to duty at 6:00 PM and works to 7:00 PM. The employee is entitled to three hours at the overtime rate. If this employee worked until 8:00 PM, s/he would be entitled to three hours of 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 to overtime as set forth in this contract.

5.2.2.1: Patrol Sergeants: In the event a Patrol Sergeant is contacted by subordinate or dispatch outside their normally schedule patrol shift, the employee shall be compensated at time and one half (1 ½) for one hour of overtime limited to a total of one hour of overtime pay in a 24 hour period and five hours in a given month. These contacts refer to the occasional contact by dispatch or work of a Patrol Sergeant to make an executive decision or comment on a matter. This article does not preclude a normal "call-in", as described above for when an officer is required to return to work.

5.3 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 (1-1/2) times the hours worked. Compensatory time may be accumulated up to sixty (60) hours. Any compensatory time that the employee earns in excess of (60) hours shall be paid to the employee at the rate of one and one-half hours overtime pay. Scheduling of compensatory time shall be by mutual agreement of the Employer and the employee.

5.4 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 three (3) hours at the rate of one and one-half (1-1/2) the regular rate of pay while in or awaiting court.

5.5 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 compensatory time on a one and one-half hour basis.

5.6 No Duplication of Overtime Pay Involving Same Hours. Nothing contained in this agreement shall be interpreted as allowing duplication or a pyramiding of holiday, Sunday, daily, or weekly overtime payments involving the same hours worked.

ARTICLE VI VACATIONS

6.1 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 CONTINUOUS SERVICE</u>	<u>DAY PER YEAR</u>	<u>MAXIMUM ACCRUAL</u>
1	11	16
2	12	18
3	13	19
4	14	21
5 and over	15	30 (240 hours)

6.2 Vacation Times. Employees shall be permitted to choose either a split or entire vacation except that an employee must use ten (10) days 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 1st. Selection of vacation time shall be done by January 31st of each year. If employees do not sign up for vacation

by January 31st, then the vacation scheduling shall be done on a first-come first-serve basis without regard to seniority. The Employer shall respond to the employee's request for vacation in a reasonable manner. The supervisor shall attempt to respond within seven working days of the date of submission. The parties recognize that the availability of vacation is related to the requestor's position and duties.

The Sheriff shall have the right to alter vacation time in the event of an emergency, or of an administrative problem. In the event of termination of an employee for any reason, or the death of an employee, all accumulated vacation time shall be paid to either the employee, or the heirs of said employee, whichever the case may be. No more than one (1) patrol employee per shift may be on vacation at the same time except when approved by the Sheriff or his/her designee.

ARTICLE VII HOLIDAYS

Employees shall receive one (1) regular day's pay for each of the following holidays on which they perform no work:

New Year's Day	Labor Day
Martin Luther King's Birthday	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 to the employee's sabbatical leave (instead of vacation leave) on January 1st of each year, or for employees who start work after January 1st, but before June 1st, then it will be added after the first month of employment. (Unused sabbatical leave cannot be carried over from year to year.)

(b) In the event that an employee performs work on one of the above named legal holidays, they shall receive two and one-half (2-1/2) times their regular rate of pay for all hours worked on such holiday. Any employee who is on an approved vacation when a holiday occurs will receive a day's pay for that holiday, and will not have their vacation accrual charged for that day. At the request of the employee, s/he may elect to take compensatory time on an hour for hour basis in lieu of the holiday pay.

(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.

ARTICLE VIII SICK LEAVE

8.1 Sick Leave. 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 Association and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave.

8.2 Employees shall accrue sick leave at the rate of one (1) day each month worked, to be used in the event of illness.

8.3 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.

8.4 Illness of Member of Immediate Household. Sick leave may be used in the event of illness to a member of the employee's immediate household. 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.

8.5 Doctor's Verification of Illness. A doctor's certificate of illness shall, at the Employer's timely request, be submitted by the employee for an absence of three days or more, or whenever abuse of sick leave is reasonably suspected.

8.6 Sick Leave Payment. Employees or their designated beneficiary shall receive a monetary payment of accumulated sick leave based on 960 hours of maximum accumulation or any portion thereof at the rate of 25% of the accumulated leave up to a maximum of 240 hours if either one of the following listed factors are met:

1) Retirement under State regulations and twenty (20) years of service with Walla Walla County, or

2) The employee has fifteen (15) years of service with Walla Walla County and the employee incurs death, regardless of being on duty or not.

**ARTICLE IX
BEREAVEMENT LEAVE**

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. Additional bereavement leave may be granted on a leave without pay basis upon written request. This leave will be paid by the County in the event of the death of a spouse child, adopted child, parent, grandparent, sister, brother, father-in-law, mother-in-law, or any person who makes the employee's home their established, permanent residence.

**ARTICLE X
NOTICE OF TERMINATION**

10.1 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.

10.2 Employees who are involuntarily terminated shall be entitled to accrued benefits as provided for in this agreement.

ARTICLE XI

MATERNITY LEAVE & FAMILY LEAVE

11.1 Maternity Leave. Female employees will be granted maternity leave after submitting to her department head a letter from her physician, stating the date that she cannot work without impairing her health.

Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.

Employees on maternity leave may use their accrued comp time, sick leave and/or vacation. Maternity leave shall not constitute a break in service but seniority shall not accrue for noncompensable time.

When the employee is able to return to work, which in no event shall exceed six (6) months from the date of birth or complications, they shall return to the classification held prior to commencement of leave.

11.2 Family Leave

(a) 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 (1,250) hours and not less than twenty (20) hours per week in the twelve (12) month period before the FMLA is to begin.

(b) 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.

(c) 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 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.

(d) Employees may take up to twelve (12) work weeks of unpaid FMLA leave in a calendar year. Any employee requesting FMLA leave must exhaust available vacation, sabbatical, personal holiday leaves (and sick leave if the reason for the request is personal illness) which will count toward the 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

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

(l) 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. Calculation of the 12 week period for FMLA purposes shall be done on a calendar year basis.

ARTICLE XII SABBATICAL LEAVE

It is understood by both parties to this agreement that the nature of the duties required of the employees to perform their work in the Sheriff's Office promotes unusual occupational stress. In order to alleviate this situation, a sabbatical leave shall be granted to the employees. Such leave shall be in addition to the vacation as outlined in Article VI in regard to scheduling and accumulation.

Employees shall be entitled to sabbatical leave, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Days per Year</u>
1	3
2	3
3	4
4	4
5 and over	5

ARTICLE XIII
HEALTH AND WELFARE - DENTAL - INSURANCE

13.1 Group Insurance. The County shall continue to provide the present health insurance plans or equivalent group insurance plans for all employees. The County shall pay 100% of the premium for employee coverage and 50% of the premium for dependent coverage. Employees shall pay 50% of the premium for their dependent coverage. Nothing in this section is intended to change the insurance program existing on the effective date of this agreement.

The County may explore alternative medical insurance coverage options that would benefit the County and its employees, said options to be comparable to coverage levels existing on the effective date of this agreement. Should such options become viable, the parties agree to reopen the insurance Article 13.1 only, to consider those potential changes in benefits or plans.

13.2 Dental Plan. In addition to Health and Welfare coverage mentioned in Section 13.1, the County shall provide and pay the premium for full family dental.

13.3 Life Insurance. The County agrees to maintain a \$24,000.00 life insurance policy.

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 2015 wage schedule shall be increased by 2.25%.

14.2 The attached Wage Schedule, incorporating the above referenced modifications, 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.

ARTICLE XV DISCIPLINE AND DISCHARGE

Employees being disciplined for reasons other than gross insubordination, dishonesty, illegal possession and/or use of drugs, insobriety, or conduct which amounts to just cause for termination, shall first be warned by the Employer that failure to correct their work, conduct or other objectionable activity will lead to termination. If such warning is given to the employee, a written documentation of such interview shall be made and retained in the employee's personnel file by the Employer. Information in the employee's personnel file will be made available to an authorized Association representative with the permission of the employee. After one year, the warning documentation will be removed from the employee's personnel file. Employees may only be disciplined for just cause.

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 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 immediate supervisor, with the Association representative if the employee desires. It shall be discussed and if settled, no further action shall be taken. Any settlement must be with the concurrence of the Sheriff.

Step 2: If not resolved on an informal discussion basis, the grievance shall be submitted to the Sheriff, in writing and signed by the aggrieved employee, within ten (10) working days of the informal discussion. The Sheriff shall investigate the grievance 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 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. 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 4: If the grievance is not resolved at Step 3, the Association may within fifteen (15) working days, 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 Public Employment Relations Commission. The parties shall select an arbitrator by alternative striking with 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 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 CHECK OFF OF DUES

17.1 The employees shall have the freedom of option to have Association dues deducted by the County Auditor from their payroll provided each employee desiring said deduction shall sign the necessary authorization cards required by the County Auditor (format to be agreed to by both parties).

17.2 No deductions shall be made for those personnel who either fail to sign said cards as required or who choose not to do so.

17.3 All deductions made shall be forwarded to the office on a monthly basis.

17.4 Association officers may investigate and adjust grievances during working hours without loss of pay so long as such activity does not interfere with office operations.

17.5 Two Association officers may attend negotiations without loss of pay if negotiations occur during their normal working hours. Negotiations include both actual and reasonable preparation time.

17.6 The County will not incur overtime liability as the result of Sections 17.4 and 17.5.

ARTICLE XVIII NON-REDUCTION IN BENEFITS

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

Any employee who is assigned to a job title in a higher classification shall be paid at the range of the higher classification than their own step.

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 Department members and will aid in the efficient performance of their duties.

20.2 Clothing Allowance. The Sheriff's Office shall provide all uniform clothing which employees are required to wear, excluding footwear. The Sheriff's Office shall pay those employees assigned to plain-clothes duty \$200.00 per year for clothing costs. Each employee required to wear a uniform shall receive a cleaning allowance of \$12.00 a 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. Nothing in this section is meant for the County to repair or replace damaged or destroyed property if the payment can be secured by court.

20.4 Shift Staffing. The County and the Association agree that shift staffing levels shall be at a minimum, three full time deputy sheriff uniformed personnel per dayshift and three per night shift. Except as otherwise provide herein, nothing in this contract shall limit the County's right to determine staffing levels.

20.5 Education and Training. The Employer shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses shall be approved by the Sheriff or his designee. Once the Sheriff (or his designee) approves the request for training, or order an employee into training, the Employer agrees to compensate the employee for all travel expenditures (e.g., meals, lodging, and registration) following County policies.

20.6 Education Incentive Program. Employees completing the following higher education levels from accredited institutions in degree programs shall receive additional compensation as follows:

AA/AS or equivalent number of hours from a four year college: 2% of base rate

BA/BS: 4% of base rate

20.7 Field Training Officer: Officers assigned as Field Training Officers will be paid fifty dollars (\$50.00) per month when performing the duties of a field training officer, as assigned for the month, regardless of hours worked. FTO's must have completed FTO training to be compensated.

20.8 Physical Fitness Incentive: Upon successful completion of the modified BLEA fitness standard listed below, employees shall receive 1% added to their base pay for the following calendar year, January through December. The qualifying test shall be held in September with a make-up test held in October for each of the calendar years,.

The test shall be attended while off duty, however, the parties agree that there is no waiver of any Labor and Industries (L & I) coverage or rights and employees remain protected under L & I in the event of any sustained injury during the testing process because the test is for the benefit and purposes of the employer. The Sheriff and Association will designate one observer to sign off for successful completion of the test by employees. The County may, if desired, have an observer present as well. The modified BLEA fitness standard identified below has been agreed to by the Sheriff and Association as follows:

Age 21-31	Pushups 28	Sit-ups 34	1.5 mile run: 14:02 min.
Age 32-42	Pushups 24	Sit-ups 26	1.5 mile run: 15:22 min.
Age 43+	Pushups 20	Sit-ups 22	1.5 mile run: 17:00 min.

ARTICLE XXI USE OF RESERVE OFFICERS

Reserve officers shall not be regularly assigned to perform police functions normally performed by a sworn officer working in a pay status (i.e., normal beat patrol, walking beats, normal detective functions, etc.). However, the Sheriff's Office may use Reserve officers in positions where they have been utilized previously, to supplement police services, for additional staffing for special projects, in emergencies, for traffic or crowd control, or in other short-term circumstances. If the Association believes that reserve officers are being utilized inappropriately, it may meet with the Sheriff or his designee to discuss such disputes or disagreements and to attempt to resolve any disputes or disagreements.

ARTICLE XXII INTEGRATION CLAUSE

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 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.

Therefore, the Employer and the Association, 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 at any time during its terms.

ARTICLE XXIII SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be found to 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 XXIV INVESTIGATION PROCEDURES AND EMPLOYEE RIGHTS

The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Sheriff. Such investigations shall be conducted under the following general guidelines.

(a) Allegations, if true, would make the law enforcement officer guilty of a felony, misdemeanor or subject the employee to discipline, then the employee shall be advised of the facts of such allegation as soon as reasonably practical to do so after receipt of the complaint. Such report shall include the name of the complainant if; the complaint is lodged by a non-employee of the Sheriff's office and the nature of the allegation. The officer shall not thereafter contact the complainant without prior permission of the Sheriff.

(b) If the Sheriff determines that the Deputy shall be questioned about the allegation, such questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the matter is of such a degree that an immediate investigation is required.

(c) Questioning of the officer shall be with full regard to his/her Constitutional Rights. If the allegations and subsequent investigation indicates that the officer may be guilty of a crime, he shall be fully advised of his/her Constitutional Rights. The employee shall have the right to retain an attorney of his/her own choosing and at his/her own expense and such attorney and/or a representative of the Association shall have the right to be present during any formal questioning, and shall be permitted to participate to the extent required by law.

(d) Questioning of an employee accused of misconduct shall not be overly long and s/he will be entitled to reasonable intermissions for personal necessities, meals, telephone calls and rest periods.

(e) It is understood that under State Law, no officer may be required to take any polygraph test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and at the officer's expense. If an employee refuses to

take a polygraph test, this refusal shall not be held against him by the appointing authority or Sheriff in determining the disposition of the complaint.

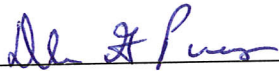
(f) Nothing herein shall be construed to interfere with or add to or subtract from the rights of the Employer and employee under the provisions of Chapter 41.14 RCW and the rules and regulations adopted pursuant thereto.

ARTICLE XXV TERMINATION

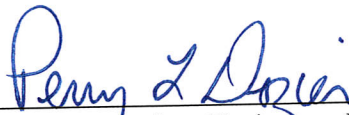
This agreement shall be effective as of January 1, 2016 and shall remain in full force and effect until December 31, 2016. Either party can reopen negotiations on all parts of this agreement ninety (90) days prior to termination date by submission of such request in writing to the other party.

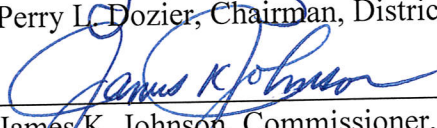
IN WITNESS WHEREOF, the parties have hereto set their hands this 26th day of October, 2015 (County).


FOR THE ASSOCIATION



FOR THE EMPLOYER WALLA WALLA
COUNTY, WASHINGTON

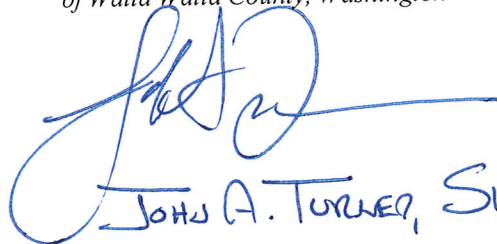


Perry L. Dozier, Chairman, District 2


James K. Johnson, Commissioner, District 1


James L. Duncan, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*



JOHN A. TURNER, SHERIFF

APPENDIX A
2016 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	0.5	1.5	3	4	5
Base - Without Physical Fitness Incentive						
2016 (+2.25%)						
Sgt.	\$4,734.03	\$4,962.46	\$5,192.79	\$5,442.58	\$5,701.54	\$5,987.12
Deputy	\$4,323.50	\$4,518.05	\$4,734.03	\$4,962.46	\$5,192.79	\$5,442.58
CAT	\$3,803.92	\$3,987.47	\$4,172.56	\$4,373.26	\$4,581.35	\$4,810.81
With Physical Fitness Incentive						
2016 (+1%)						
Sgt.	\$4,722.92	\$4,950.81	\$5,180.60	\$5,429.81	\$5,688.16	\$5,973.06
Deputy	\$4,313.35	\$4,507.45	\$4,722.92	\$4,950.81	\$5,180.60	\$5,429.81

Longevity Pay: All employees shall receive longevity payment, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

- A. At the end of seven (7) continuous years of service, an extra forty dollars (\$40.00) added to their base pay.
- B. At the end of twelve (12) continuous years of service, an extra fifty dollars (\$50.00) per month added to their base pay.
- C. At the end of seventeen (17) continuous years of service an extra sixty dollars (\$60.00) per month added to their base pay.

Additionally, bargaining unit personnel with a minimum 15 years of service will receive, in addition to step 6 pay, longevity pay equal to five percent of step 6. Bargaining unit personnel with a minimum 25 years of service will receive, in addition to step 6 pay, longevity pay equal to ten percent of step 6.

APPENDIX A
2016 Salary Schedule

(as revised/corrected January 19, 2016)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Start	0.5	1.5	3	4	5
Base - Without Physical Fitness Incentive						
2016 (+2.25%)						
Sgt.	\$4,734.03	\$4,962.46	\$5,192.79	\$5,442.58	\$5,701.54	\$5,987.12
Deputy	\$4,323.50	\$4,518.05	\$4,734.03	\$4,962.46	\$5,192.79	\$5,442.58
CAT	\$3,803.92	\$3,987.47	\$4,172.56	\$4,373.26	\$4,581.35	\$4,810.81
With Physical Fitness Incentive						
2016 (+1%)						
Sgt.	\$4,781.37	\$5,012.08	\$5,244.72	\$5,497.00	\$5,758.55	\$6,047.00
Deputy	\$4,366.74	\$4,563.23	\$4,781.37	\$5,012.08	\$5,244.73	\$5,497.00

Longevity Pay: All employees shall receive longevity payment, computed on the basis of their anniversary date of employment, in accordance with the following schedule:

- A. At the end of seven (7) continuous years of service, an extra forty dollars (\$40.00) added to their base pay.
- B. At the end of twelve (12) continuous years of service, an extra fifty dollars (\$50.00) per month added to their base pay.
- C. At the end of seventeen (17) continuous years of service an extra sixty dollars (\$60.00) per month added to their base pay.

Additionally, bargaining unit personnel with a minimum 15 years of service will receive, in addition to step 6 pay, longevity pay equal to five percent of step 6. Bargaining unit personnel with a minimum 25 years of service will receive, in addition to step 6 pay, longevity pay equal to ten percent of step 6.

Memorandum of Agreement

By and Between
The Sheriff and the Board of Commissioners of Walla Walla County, Washington
and
The Walla Walla Commissioned Deputy Sheriffs' Association

Re: Extension of Pilot-Project for 12 Hour Shifts
and
Clarification of Accrual Rates

This Agreement is made and entered into by the Sheriff, the Board of County Commissioners, and the Commissioned Deputy Sheriffs of Walla Walla County, Washington. This agreement shall be appended to, and be deemed a provision of, the current collective bargaining agreement between the parties.

Extension of Pilot-Project for 12 Hour Shifts. Pursuant to this Agreement, the parties agree to extend the pilot program period for 12 hour work shifts. This 12 hour work shift pilot program was established by the parties on the 25th day of February, 2011 by the addition of Sect. 5.1.1 set forth on that date. The parties hereby agree to extend this pilot program period and Sect. 5.1.1 until the last calendar day of December 2016.

5.1.1 Twelve (12) Hour Deployment Work Schedule. The Association and the Sheriff may mutually agree to use a twelve (12) hour deployment work schedule. If such a work schedule is mutually agreed to by the parties it will consist of two (2) consecutive work days or three (3) consecutive work days and each work day shall consist of a work shift of twelve (12) consecutive hours.

With one year (12 months) written notice, any party to this Agreement may terminate the pilot-project study. If either party gives written notice to terminate the pilot-project, upon the next scheduled shift rotation, the work schedule shall revert to Article V, Section 5.1 of the Agreement between the parties for the calendar years 2008-2012 signed and dated by the parties on the 31st day of December, 2007.

Clarification of Accrual Rates. The parties hereby agree that for the purposes of benefits accrual within the current collective bargaining agreement between the parties, a "day" is to be interpreted eight (8) hours. Now therefore, the following clarifications regarding Holidays, Sabbatical Leave, Vacation, and Sick Time are being made and agreed upon by the parties.

Holidays. A Holiday was intended to be, and is calculated and compensated, as eight (8) hours. The parties agree that the original intent of this section was based upon an eight (8) hour work shift. In the event that a represented employee works on a Holiday, then they will receive time and one-half pay for all hours worked plus eight (8) hours of Holiday pay. The floating Holiday is eight (8) hours. All other agreements and language pertaining to Holidays remain intact and full force pursuant to the agreement.

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Sabbatical Leave. As with Holidays, this section's intent was based upon an eight (8) hour work shift. All agreements and language pertaining to Sabbatical Leave remain intact and full force pursuant to the agreement and shall be calculated as follows:

Years of Continuous Service	"Days" per Year	Hours per Year
1	3	24
2	3	24
3	4	32
4	4	32
5 and over	5	40

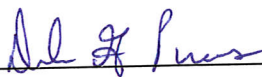
Vacation. As with Sabbatical Leave, this section's intent was based upon an eight (8) hour work shift as evidenced in Art. VI, Sect. 6.1 wherein it states the maximum accrual for a 5 year and over employee is 30 days and in parentheses next to it, it states (240 hours). All agreements and language pertaining to Vacation and Maximum Accrual remain intact and full force pursuant to the agreement and shall be calculated as follows:

Years of Continuous Service	"Days" per Year	Hours per Year
1	11	88
2	12	96
3	13	104
4	14	112
5 and over	15	120

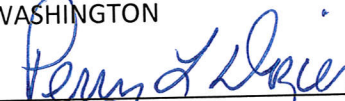
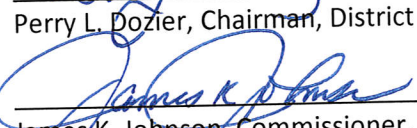

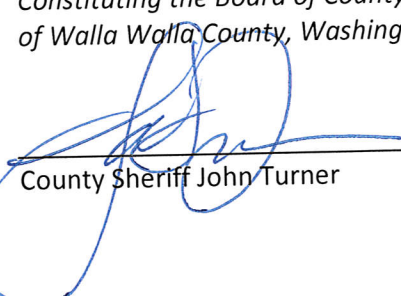
Sick Time. As with Vacation Time, Article VIII's intent was based upon an eight (8) hour work shift. All other agreements and language pertaining to Sick Leave remain intact and full force pursuant to the agreement and shall be accrued at eight (8) hours for each month worked. The term "(1 day)" in Section 8.2 is hereby interpreted as eight (8) hours.

IN WITNESS WHEREOF, the parties have hereto set their hands this 26th day of October, 2015. (County)

FOR THE ASSOCIATION



FOR THE EMPLOYER WALLA WALLA COUNTY,
WASHINGTON


Perry L. Dozier, Chairman, District 2

James K. Johnson, Commissioner, District 1

James L. Duncan, Commissioner, District 3
Constituting the Board of County Commissioners
of Walla Walla County, Washington

County Sheriff John Turner