

**AGREEMENT**

**Between**

**BOARD OF COMMISSIONERS**

**and the**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,**

**LOCAL 1191, COUNCIL 2**

**OF THE AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**ROAD CREW, PUBLIC WORKS DEPARTMENT**

**EFFECTIVE January 1, 2016**

**THROUGH December 31, 2018**

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## **PREAMBLE**

This Agreement, entered into by the Board of Commissioners, Walla Walla County, Washington, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 1191, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE I RECOGNITION**

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, wages and other conditions of employment for all regular employees of the Walla Walla County Public Works Department with the exception of the Engineer's staff, office clerical and foremen.

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

**1.3** Regular Full-time Employee: An employee hired to work forty (40) hours per work week on a regular basis, who has successfully completed a probationary period of twelve (12) months.

**1.4** Regular Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per work week but at least eighty (80) hours per calendar month. A part-time employee is entitled to pro-rated benefits. Such employees are paid an hourly rate for the position in which they are working.

**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 twelve (12) 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 discipline or discharge without cause and without recourse.

**1.6** Temporary or Seasonal Employee: An employee hired to work on a limited or seasonal basis for no more than six (6) months in a twelve (12) month period. Temporary and seasonal employees are paid an hourly rate and are not entitled to fringe benefits. Temporary and seasonal employees are not covered by the terms of this agreement.

## **ARTICLE II PURPOSE**

**2.1** The purpose of this Agreement is to insure true collective bargaining with respect to wages, hours and working conditions. By doing so, it is the intent of the parties to promote cooperation and understanding between the Employer and its employees, to encourage economy of operation, 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.

**2.2** The County shall provide the Union with written notification of any proposed changes to the Personnel Policies and Operations Manual or work rules prior to adoption by the County. Nothing herein shall limit Employer's rights to promulgate such personnel policies and work rules. A copy of any procedures or work rules to be implemented by the Employer shall be posted or otherwise made available for employee inspection in each district.

### **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, 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 the right to control and supervise all operations and direct all working forces including the right to hire, fire, transfer, promote, demote, discipline or discharge, layoff, promulgate policies and procedures and work rules (including any new or modified rules or policies, regardless of specific type), amend the same, assign work, control and regulate the use of all the equipment and other property of the County and do any other act not inconsistent with this document.

**3.2** The County shall continue to have and exercise the right to contract out per the past practice of the Employer. The Employer shall notify the Union prior to contracting out positions covered under this Agreement.

### **ARTICLE IV UNION SECURITY**

**4.1** Subject to RCW 41.56.122, all bargaining unit employees as defined in Article IV 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, unless meeting criteria for religious or agency fee exemption as they apply to union membership.

**4.2** The Employer agrees to deduct any membership initiation fee, the Union's Life Insurance premium, and once each month, dues from the pay of all union employees who individually request in writing that such deductions be made. 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 Washington State Council of County and City Employees, P.O. Box 750, Everett, Washington, 98206-0750 after such deductions are made.



**4.3** If an employee terminated his/her employment on or before the 15<sup>th</sup> day of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted.

## **ARTICLE V NO STRIKE/NO LOCKOUT**

**5.1** The parties agree that there shall be no strike or job action on the part of the Union or its members or employees in the bargaining unit during the life of this agreement, nor shall there be any lockout on the part of the Employer during the life of this agreement.

## **ARTICLE VI UNION/MANAGEMENT RELATIONS**

**6.1** All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and the Board of County Commissioners or their authorized representatives.

**6.2** Agreements reached shall become effective only when signed by the President of Local 1191, the Representative of Washington State Council of County and City Employees, AFL-CIO and the Board of Walla Walla County Commissioners.

**6.3** By March 1 of each year, the Union shall submit to the Employer a written list of Union officers, stewards and negotiating committee. The Employer shall be notified in writing 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 Director of Public Works or their designee at a reasonable time during the work day and said request shall be granted not later than one (1) week after the request. For purposes of this agreement, the employee's personnel file shall include the employment file, medical file and counseling record. 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.

## **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 four (4) bargaining unit employees selected by the Union and four (4) management representatives selected by the Employer.

**7.3** The Committee shall meet at least once per quarter 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.

7.4 Prior to each meeting the Public Works Director (or his/her designee) shall request from the Committee members items for discussion that should be placed on the Agenda. The Agenda shall be provided to each Committee member and posted at each District 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 posted in each District 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 the Public Works Department. Recommendations agreed to by a majority of the Committee may be forwarded to the Employer and the Union for further consideration.

## **ARTICLE VIII WARNING/SUSPENSION/DISCHARGE**

8.1 The Employer may discharge or otherwise discipline any employee for just cause, but no employee shall be discharged unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work or conduct. No prior warning shall be necessary if the cause for discharge or suspension is dishonesty, insubordination, abuse or theft of County property, violation of any provision of the Department's Fit For Work Policy, violation of any provision of the Department's Workplace Violence Policy, violation of the Department's and/or County's discrimination, harassment and/or sexual harassment policies, acceptance of gratuities for service performed as part of the County employment, private use of County property, proven recklessness, and carrying of firearms. The parties agree that in order to provide a safe workplace for Department employees, and to ensure efficiency and the highest level of customer service with respect to the Department's mission, that the County shall have the ability to strictly enforce the provisions of this section. Reasonable proof of any of the above enumerated violations is agreed to constitute just cause for discipline, including discharge.

Discipline 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. In deciding what level of discipline to impose the Employer will consider the nature and severity of the employee's conduct, and such other factors which are determined by the Employer to be relevant in a specific case. The disciplinary actions which the Employer may take against an employee include, but are not limited to the following:

- A) Oral reprimand which may be documented in writing;
- B) Written reprimand;
- C) Probation;
- D) Suspension;
- E) Demotion;
- F) Discharge

**8.2** An employee shall have the right to request that his/her union representative be present during any investigative interview that could lead to discipline. Prior to the imposition of disciplinary suspension, demotion or discharge, the employee shall be informed of the basis for the discipline and given an opportunity to explain his/her conduct or supply mitigating facts relative to the conduct at issue. Discipline shall usually be conducted in private with the employee. Action other than oral reprimands shall be documented in written form. The employee shall sign all such documentation only as an acknowledgement that he/she received same. The Employer may retain warning notices and/or letters of reprimand issued to the employee as a result of disciplinary and/or corrective action. After a period of 24 months, an employee may request, in writing, removal from his/her personnel file a notation of an "oral reprimand" and/or a "written reprimand" issued to that employee, if the employee has not been subject to additional disciplinary action in the time period leading up to the request.

**8.3** Any employee may request an investigation of his/her discipline, and the Union shall have the right to grieve any such disciplinary action. Any such grievance shall be presented to the Public Works Director, or designee, in writing within five (5) working days after the disciplinary action; and if not presented within such period, the right to grieve shall be waived. The grievance process will then proceed from Step 2A as defined in Section 9.4 of this agreement.

**8.4** A suspended employee shall be placed on a probationary period following his/her return to work. The length of such period shall be determined by the Employer, relative to the seriousness of the offense. At the time of the notification of the suspension, the employee shall be informed in writing of the length of time the probationary period shall remain in effect. If an employee fails to fully comply with the terms of probation, the Employer may discharge the employee. The Employer may, in its complete discretion, elect to increase the probationary period in lieu of discharging the employee for failure to fully comply with the terms of probation. The Union shall be notified of any increase in a probationary period in writing with the cause of the increase. If the Employer elects to increase the probationary period, the employee shall agree to execute a "Last Chance Agreement" associated with his/her continued employment. The parties agree that violation of the Last Chance Agreement shall result in the employee's discharge.

**8.5** A "Last Chance Agreement" is an agreement between the Employer, an employee undergoing disciplinary action, and the Union. The purpose of the Agreement is to provide the employee with one final opportunity to conform his/her conduct or performance to standards acceptable to the Employer. Failure of the employee to successfully complete the terms of the Last Chance Agreement will result in termination. Termination pursuant to a Last Chance Agreement shall be without recourse.

**8.6** The Employer shall give to a discharged employee a written notice stating reasons for termination and at the same time send a copy to the Local Union 1191 President.

**8.7** Employees in their initial trial service period may be disciplined or discharged at any time without cause and without recourse during the trial service period.

## **ARTICLE IX GRIEVANCE PROCEDURE**

**9.1** A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

**9.2 Step 1:** Within ten (10) working days from the date of occurrence, or the date on which the employee knew or should have known of the alleged conduct, but in any event, no later than thirty (30) working days from the date of the occurrence, an employee must present his/her grievance in writing and signed by either the Union Steward or Union President, to his/her immediate supervisor. The Union may also file a grievance on behalf of an employee by presenting it to the employee's supervisor within the time period provided for herein. In addition, if the Union wishes to grieve a matter not relating to employer action involving a specific employee, the Union President may file such a grievance with the Public Works Director within the same time period as provided above.

**9.3** A grievance must be filed on an official Union grievance form and the form must be complete to be valid. Grievances will be investigated and a written answer will be provided within ten (10) working days of the date of submission.

**9.4 Step 2A:** A grievance that is not resolved in Step 1 may be submitted in writing to the Director of Public Works within ten (10) working days of receipt of the Step 1 response. The Director of Public Works will respond to the grievance within ten (10) working days of receipt.

**Step 2B:** If the Union does not find the step 2A response satisfactory, it may request the matter be conciliated. In an attempt to resolve the dispute, conciliation shall take place within ten (10) working days of the step 2A response, in a meeting between the Union and the Employer. Either party may be represented by counsel.

If the grievance is not resolved by the Step 2A response or the conciliation efforts made at Step 2B or if the Union filed the grievance at Step 1 with the Director of Public Works and it was not resolved at that step, then, the grievance may be submitted to grievance mediation pursuant to Step 3. Grievances must be presented, as outlined above, within the period of time indicated; otherwise the Union, the Employer and the employee agree that the grievance is forever waived.

**9.5 Step 3:** If the grievance is not resolved at Step 2, the grievance may be submitted to grievance/mediation to the Public Employment Relations Commission within ten (10) working days of the conclusion of Step 2. The Mediator shall meet with the two parties within twenty (20) working days of the filing of the request, or as soon as can be calendared, in an attempt to formally mediate any submitted grievance. Any agreement resolving the matter shall be reduced to a written memorandum, signed by all parties.

**9.6 Step 4:** If the grievance is not resolved at Step 3, the Union shall, within fifteen (15) working days of receipt of the Mediator's non-binding opinion, submit the facts of the grievance in writing, along with the Mediator's opinion, to the Board of County Commissioners. The Board of County Commissioners may, within ten (10) working days, either accept and implement the Mediator's opinion or convene a hearing to receive evidence regarding the

grievance. If a hearing is convened both the Department and the Union may call witnesses and present evidence relevant to their respective positions. Within ten (10) working days of the conclusion of the hearing the County Commissioners shall then issue their decision. The proceedings before the Board of County Commissioners and the Commissioners deliberations and decision with respect to the grievance shall be conducted in closed executive session pursuant to RCW 42.30.140(4) (a) and (b).

**9.7** 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. A workday for purposes of this contract shall be defined as a regular workday of the Public Works Department.

## **ARTICLE X SENIORITY**

**10.1** Seniority, according to this Agreement, shall consist of continuous service of the employee with the Walla Walla County Road Department. No seniority shall be accrued for the actual time spent on an approved leave of absence as set forth in Article XXI, Section 1.

**10.2** No employee shall have his/her seniority established prior to completing twelve (12) months continuous employment with the Road Department. Upon attaining regular employee status, the employee's seniority shall be established from their most recent date of hire.

**10.3** Seniority shall be considered on a County-wide basis in the County Public Works Department. Nothing in this section shall prohibit the Public Works Director from shifting employees between crews and districts where it is deemed necessary.

**10.4** The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoffs up to a maximum of two (2) years. The seniority list shall be brought up to date on the first working day of the new year and posted in a conspicuous place.

**10.5** Two (2) copies of the seniority list shall be sent by mail to the Secretary/Treasurer of Local 1191 by January 30th of each year.

**10.6** The employer retains the right to decide if a reduction in force is required. The employer also retains the right to designate the classification from which the layoff will occur. When it is necessary to reduce the work force, all employees who are not on a regular status shall be laid off or transferred first. Once the classification is designated, a reduction in force will be based on seniority as defined by Article 10.1. The employee targeted for layoff may be considered for bumping to other classification(s) previously held by the employee, for which the employee is still qualified. The employee may bump into such classification if seniority is greater than the least senior person in that classification.



**10.7** Employees who are ultimately laid off will be placed on a Reinstatement List. For two (2) years after being placed on the Reinstatement List, an employee will first be offered their former position, if it becomes available, as long as the laid off employee is still qualified.

**10.8** When it becomes necessary for overtime, the supervisor or foreman shall use the seniority list from the affected district to select the employee or employees. The Department shall make every reasonable effort in this selection process to equitably distribute the overtime to employees of each classification assigned to each district. A record of all overtime work shall be posted monthly on the pertinent district bulletin board.

In case of emergencies in which the public safety is threatened, or other circumstances that require immediate response and services of public works employees, the County may call out the nearest available qualified employee. This does not limit the County's obligation to equitably distribute overtime to employees within each classification in each district.

**10.9 Job Posting:** When a regular vacancy occurs in a job classification covered by this Agreement and management determines it is to be filled, then, it shall be bulletined for five (5) working days. The position shall be filled within sixty (60) days thereafter or the Union shall be advised of the reason the position has not been filled. All regular employees in other job classifications covered by this Agreement shall be eligible to bid by signing his/her name on the bulletin. Employees shall not be eligible to make lateral transfers until after they have served six (6) months in their current appointment.

All applicants signing for an internal posting will undergo both an interview and an equipment operator test to validate qualifications for the posted job.

If two (2) or more employees have substantially equal qualifications, ability and performance the Public Works Director shall first select the bidder from the affected crew. If none of the bidders are from the affected crew, the most senior bidder shall be awarded the vacancy.

Should the employees selected to fill a job opening decide he/she does not want the job, the employee shall be returned to his/her previous job within thirty (30) calendar days of accepting the position.

Regular employees shall be promoted over temporary employees.

**10.10 Employee Movement to Higher or Lower Classifications:** Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the Public Works Director or his/her designee.

If an employee is selected to fill a higher job classification, he or she shall be placed in the higher job classification at the same step he or she currently occupies in his or her current classification (i.e. an employee being promoted from Group II Step C to Group I should be placed at Step C). The promoted employee shall be assigned a new anniversary date for movement in the pay scale consistent with the date of promotion.

When an employee accepts a position in a lower paid classification he/she will be paid at the same step in the lower classification as was previously held in the higher classification. The reduced employee shall retain the same anniversary date for movement in the pay scale as the employee had in his or her former position.

**10.11 Temporary appointments:** Temporary appointments to fill a specific position or job title in the road crew of the public works department may only be made by the Public Works Director. Typically, temporary appointments are made for extended periods of time (generally to exceed thirty (30) calendar days). In making temporary appointments, the Director shall consider qualifications and seniority. The most senior qualified employee shall be given the appointment.

Daily work assignment to operate pieces of equipment or to otherwise perform identified work duties shall be made at the discretion of the employer.

**10.12 Voluntary Employee Lateral Transfer:** In order to increase the potential for flexibility in employee movement within the department, without causing disruption or erosion of performance levels, the following transfer provisions shall apply:

- (a) Any two (2) employees occupying the same position may submit a request to the Public Works Director for a lateral transfer.
- (b) Employees who are on probation shall not be eligible to request a lateral transfer, nor can they object to any change request made by other employees.
- (c) All requests will be made public to employees in all districts.
- (d) Any employee objecting to a filed request must submit their objection in writing within five (5) days to the Public Works Director. The person making the objection will not be identified, but must list specific reasons for the objection.
- (e) The Public Works Director will in his/her discretion decide whether to grant the request. The decision by the Public Works Director shall be final and will be non-grievable.
- (f) An employee receiving a lateral transfer is not eligible to receive another such transfer for three (3) years after the effective date of the transfer.
- (g) If there are more than two (2) people who want the lateral transfer, the transfer shall not be allowed for anyone.

## **ARTICLE XI WORK DAY/WORK WEEK/OVERTIME**

**11.1** The regular hours of work each day shall be consecutive except for interruption for the lunch period.

**11.2** The work week shall consist of five (5) consecutive eight (8) hour days (Monday through Friday), or four (4) consecutive ten (10) hour days (Monday through Thursday), except for employees in continuous operations.

**11.3** All employees shall be scheduled to work a regular work shift and each shift shall have regular starting and quitting times. One-half (1/2) hour for lunch period shall be granted to all employees, as close to mid-shift as possible. To the best of its ability and consistent with the



demands of the work load, the County shall endeavor to schedule employees commencing the first Monday of March and ending the last day of Daylight Savings time as follows: the workweek/workday will consist of four (4) ten (10) hour work days beginning at 6:30 a.m. and ending at 5:00 p.m. with one-half (1/2) hour for lunch close to mid-shift. With the commencement of Pacific Standard Time the workweek/workday will consist of five (5) eight (8) hour work day beginning at 7:00 a.m. and ending at 3:30 p.m. with one-half (1/2) hour for lunch close to mid-shift. Time worked over eight (8) hours per day in a 5-8 work schedule or ten (10) hours per day in a 4-10 work schedule shall be considered overtime and paid for as such.

**11.4** Adjustment in the normal working hours of the employee(s), for the convenience of the Employer and the employee(s), shall not be construed to be in conflict with this Agreement. Prior to such adjustments, discussions shall be held with the employee(s) and/or their representatives and a minimum of two (2) weeks-notice shall be given prior to such changes being made, but only if there is not agreement with the affected employee(s) to implement the change immediately.

Seniority and qualifications shall prevail and the least senior employee(s) must accept the change of days and/or hours.

Employees of the Signing and Vegetation Control crew shall have a flexible work schedule. The starting time for each shift may be adjusted by the end of the previous shift. This provision shall not affect callouts for unexpected work as described in Section 11.7.

**11.5** Employees' shifts, work days and hours shall be posted on all bulletin boards at all times. Normal work schedules shall only be changed in accordance with Section 11.4 of this agreement except in emergency situations.

**11.6** All work and/or compensated time in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate. Employees working under a four (4) ten (10) hour day work week shall receive overtime over ten (10) hours in a day or forty (40) hours in a week. Overtime applies to all work on Saturdays and Sundays unless schedules are changed in accordance with Section 11.4 of this agreement or during emergency operations. All overtime must be by authorization of the Employer. The employee may take compensatory time in lieu of overtime if agreed by the Employer. Compensatory time is earned at one and one-half (1-1/2) times the hourly rate of pay, the same as overtime, for overtime worked during a workweek. Compensatory time must be charged against the activity employee was doing when earned. Compensatory time cannot be used for any grant-funded or other reimbursable work. The maximum accumulation of compensatory time shall be thirty-two (32) hours at any one time. Compensatory time must be used within ninety (90) days of the date accrued. If not, compensatory time will be paid as overtime. Compensatory time cannot be carried over into the next calendar year. Any compensatory time remaining at the end of a calendar year shall be paid as overtime. An employee who separates from the County service shall be paid for all accrued compensatory time on the employee's record at the time of separation.

**11.7** Any employee called to work outside his/her regularly scheduled shift shall be paid for a minimum of two (2) hours. Call out time starts when the employee reports to the required duty station.

**11.8** Rest breaks will be granted to each employee twice during a normal shift one prior to lunch time and the other after lunch time. Such breaks shall be taken for fifteen (15) minutes and shall not interfere where continuous operations are necessary.

**11.9** Any employee detained from scheduled work shall notify the Employer within an hour before his/her scheduled work shift begins, except in cases of extreme emergency and then as soon as possible.

**11.10** If Walla Walla County requires an employee to obtain a CDL, who is not otherwise required to possess this certification by law, the County shall make time available for the employee to take such tests required to become properly licensed.

**11.11** Paid leave (e.g. holidays, sick leave, vacations and compensatory time) shall be considered hours worked for the purpose of computing overtime.

**11.12** Assistant Foreman: In the absence of a Foreman, the Assistant Foreman shall assume the duties and responsibilities of the Foreman for the entire period of time. The Assistant Foreman shall receive 5% in addition to their hourly base rate of pay, in compensation for the assignment as Assistant Foreman and performing additional duties throughout the year. As a condition to receipt of this 5% premium, the Assistant Foreman will perform all assistant foremen duties without hesitation and to a level acceptable to management. As assignment to Assistant Foreman, and more importantly, reassignment out of the Assistant Foreman position, is not a disciplinary action, the County retains the right to reassign Assistant Foremen who are not performing to an acceptable level. Reassignment decisions shall not be arbitrary or capricious. When the Foreman and the Assistant Foreman are absent and the Foreman or Assistant Foreman expressly assigns Foreman responsibilities to an employee in an acting capacity the Acting Foreman assigned to assume such duties shall receive a premium of 5% of their base hourly pay rate for the entire period serving as Acting Foreman.

## **ARTICLE XII DISCRIMINATION**

**12.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, military/veteran's status or political affiliation. No employee shall unlawfully discriminate against or harass another employee, citizen or vendor interacting with the County on the basis of race, color, religion, sex, age, national origin, marital status, political affiliation, or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**12.2** 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.

**12.3** The Employer agrees not to interfere with the rights of employees to become 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.

### **ARTICLE XIII UNION ACTIVITIES**

**13.1** The Employer agrees that during work hours, on the Employer's premises with notice to the Public Works Director, Union Representatives shall be allowed to:

- A) Post Union notices;
- B) Distribute Union literature;
- C) Transmit communications authorized by the Local Union or its officers, to the Employer or his/her representative;
- D) Consult with the Employer, his/her representative, local Union officer, or with other Union Representatives concerning the enforcement of any provisions of this Agreement;
- E) Union President or his designee shall be able to attend grievance procedures including hearings;
- F) Have negotiation meetings between the Union Negotiations Committee and representatives of the Board of County Commissioners when such meetings are by mutual agreement scheduled during work hours.

**13.2** It is provided that no conferences and meetings between the employees and the Union Representative shall in any way stop, hamper or obstruct normal flow of work.

**13.3** 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.

### **ARTICLE XIV SAFETY & HEALTH**

**14.1** Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

The parties to this Agreement shall establish a joint safety committee to review the safety program. The committee shall, at a minimum, consist of two (2) employees and two (2) management selections.

**14.2** All employees required to maintain a commercial driver's license (CDL) must also obtain and keep current a Medical Examiner's Certificate for Commercial Driver Medical Certification. Any out of pocket costs associated with the physical for the biennial CDL renewal will be reimbursed by the Employer based on proof that the employee has sought reimbursement from their health insurance. The employees' Explanation of Benefits (EOB) from their health insurance must be submitted to the Employer as proof.

## **ARTICLE XV TRAINING PROGRAM**

**15.1** The Public Works Director is committed to providing regular training opportunities for each employee with the goal of developing employee potential and skills, consistent with the continuing needs of the Department, and the economic resources of the Department.

**15.2** Equipment Operator Training Program. The intent of the training program is to promote development of potential, skills, and knowledge in order to increase the efficiency, effectiveness, and overall job satisfaction of employees. To achieve those goals the County will provide regular training opportunities for employees, within the constraints of the time and funding available, and consistent with the provisions below.

- A) Equipment Operators may register for training on no more than two (2) pieces of equipment at the same time.
- B) Within operational limits, the employer shall provide a meaningful amount of training time as close together as possible so that training may be accomplished more efficiently. The timeframe for starting and completing training on each piece of equipment will be provided.
- C) For all equipment, there shall be a one (1) month, county-wide sign up period in January of each year. Requests for training outside the sign up period will only be considered if workload and schedules allow. The order of training shall be on a seniority basis with the more senior employee given the first opportunity. When an employee completes training on a piece of equipment the next lower seniority employee shall begin training. Except for withdrawals requested in writing by the employee, the seniority list for training shall not be changed. If an employee has signed for a piece of equipment, they shall be allowed to complete their training before subsequent training order lists go into effect. A list of pool equipment and equipment infrequently operated will be provided.

For certain pieces of equipment operated infrequently it may be necessary to limit the number of employees in training so that enough time is available for the people training to get done in a reasonable amount of time.

An employee who feels they have sufficient training may request a challenge test. The challenge test shall be given as soon as practicable. If the employee successfully completes the test, they shall receive the qualification the same as if they had completed a full training program. If an employee fails a challenge test, they must sign for and complete the regular training program in order to become qualified on that piece of equipment.

The criteria, which will be included and/or required in the challenge test and final test for each piece of equipment, will be provided to the employee at the beginning of training.

Employees qualified on older equipment that has since been replaced with new equipment with different controls need to complete refresher training on the new equipment and demonstrate the basic operations of the new equipment. The employer will provide adequate training time on the new equipment. During the refresher training process, employees will not lose their qualification on the equipment unless they fail to complete the training or fail to demonstrate the basic operations of the new equipment.

## **ARTICLE XVI COUNTY PROPERTY**

**16.1** No County property of any kind is to be loaned, given away, or used by an employee of the County for their personal use, unless approved in writing by the Board of County Commissioners.

**16.2** Employees shall be responsible for the operator level servicing of the equipment which they operate, such as grease, fuel, oil, etc., on County time. The County will be responsible for furnishing the necessary materials for operator level servicing for equipment.

## **ARTICLE XVII WAGES**

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

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

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

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

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

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

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

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.

**17.2** The attached Wage Schedule shall be considered a part of this Agreement. When a new bargaining unit job classification is established, or reclassification of an existing classification occurs, the Employer may designate a job classification and pay rate for the classification. The Employer shall submit to the Union in writing the job description and proposed salary, prior to implementation. The Union shall have ten (10) working days to request in writing to negotiate with the employer regarding the proposed salary; such meetings shall take place within ten (10) working days of receipt of the request for negotiations. 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.

**17.3** Each qualified employee shall be paid at the rate of his permanent rating for all work done, except that any employee who operates and/or works on equipment after the execution date of the Agreement, for two (2) continuous hours or more per day at a job which carries a higher rate of pay than his permanent rating, shall be paid at the higher rate of pay for all hours worked at the higher classification, when the qualification list indicates the employee is qualified.

**17.4** The pay period for employees shall be monthly. Pay day shall be on the last working day of the month.

Draw Pay (as per R.C.W. 36.17.040): All full-time employees are eligible to receive up to 40% of the employee's earned monthly salary through a draw pay.

**17.5** The Employer agrees to continue to provide OASI (Social Security) coverage during the term of this Agreement.

**17.6** The County pays for theft insurance on mechanics tools. Employees shall provide on a yearly basis an inventory of personal tools used on the job. Mechanics required to provide their own tools shall be eligible for a tool allowance in the amount of \$350.00 per person per calendar year. Such tool allowance shall be for the purpose of replacing broken, worn out or to purchase additional tools as appropriate. The County shall not be responsible for broken or worn out tools. The tool allowance shall be paid to the employees in the classification of Mechanic no later than the last working day in February. The provisions of this subparagraph shall also apply to the Welder classification.

**17.7** The County will purchase "Shop Tools" which are required for work on County vehicles and equipment that would not normally be supplied by the mechanics. These tools include larger, more expensive tools likely to become obsolete in a short time. Use of these tools is shared by all mechanics and employees at the location. All County owned tools should be marked for identification as "County Property" and maintained in a tool room, County owned tool cabinet or other means of insuring their security.

**17.8** Longevity: Longevity pay will be eliminated for all new hires beginning January 1, 2012. All employees hired prior to January 1, 2012 will continue to receive longevity based on the following formula. After the completion of eight (8) years of service, employees shall be

compensated at the rates of \$10.00 per month for each subsequently completed year of service employed (i.e., 10 years total service = 2 years x \$10.00 = \$20.00 per month) added to their base salary.

**17.9** The Employer will provide work coveralls on a weekly basis year round to employees of the Vegetation Crew, and Mechanic Crew. Members of the Vegetation and Mechanic Crew may request the employer-provided annual clothing allowance in lieu of coveralls. For all other employees, by January 31st of each year, the County will provide annual clothing and boot allowance in the amount of two hundred (\$200.00) dollars. Coveralls will be provided for the distributor operator and paint striping crew when operating those pieces of equipment.

## **ARTICLE XVIII HOLIDAYS**

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

New Years' Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24 (if falls on a work day, Monday through Friday)
Christmas Day	December 25

Employees shall have two (2) additional floating holidays that shall be mutually agreed to by the Employer and the employee. New employees shall be eligible for floating holidays after six (6) months of service with the Employer.

**18.2** Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

**18.3** Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

**18.4** Any work performed on any of these holidays shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay in addition to the holiday pay. To be eligible for holiday pay, the employee must work his/her scheduled work day before, and his/her scheduled work day after the paid holiday, unless he/she is on an excused paid leave of absence.

**18.5** Temporary or seasonal employees are not eligible for holiday pay.



**18.6** 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.

**18.7** 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 absence.

**18.8** When a 4-10 work schedule is in effect and a legal holiday falls on the weekday not normally worked, the preceding work day will be observed as the holiday. Any holiday which occurs during a 4-10 schedule shall be paid as a ten (10) hour holiday, including the floating holiday.

## **ARTICLE XIX VACATIONS**

**19.1** New employees shall be eligible for paid vacation after six (6) months of service with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned annually based on the following schedule.

1st through 2nd year	10 days of vacation/yr. (80 hours)
3rd through 4th year	12 days of vacation/yr. (96 hours)
5th through 9th year	15 days of vacation/yr. (120 hours)
10th through 14th year	18 days of vacation/yr. (144 hours)
15th through 19 <sup>th</sup> year	20 days of vacation/yr. (160 hours)
20 years and over	22 days of vacation/yr. (176 hours)

**19.2** 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.

Employees should request extended vacation time (more than two days) at least two (2) weeks in advance. Whenever possible, vacations shall be granted for the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation in the event of any conflict over vacation periods. Unused vacation is accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year or paid upon termination or retirement will be limited to two hundred forty (240) hours. Any vacation accumulated beyond this limit will be forfeited at the end of the calendar year unless the employee is asked to defer his/her vacation because of work schedules, 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.

**19.3** Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his/her vacation, shall be compensated in cash for unused vacation he/she has accumulated at the time of separation.

**19.4** Regular part-time employees working on a regular schedule of duration not less 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 XX SICK LEAVE**

**20.1** Employees shall start to earn sick leave allowance as of their date of hire. 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. Abuse of sick leave may be sufficient grounds for disciplinary action up to and including termination.

**20.2** Employees shall accrue sick leave at the rate of eight (8) hours for each month's work to be used in the event of his/her illness or the illness of a member of his/her immediate family. Sick leave shall be accruable up to a maximum of 960 hours only for payout purposes described in Section 20.5 and 20.6 of this agreement. Employees may accrue more than 960 hours on the books for personal use if needed for medical reasons in accordance with Article 20.3 of this agreement but will not be compensated per Sections 20.5 and 20.6 for more than 960 hours. An employee may be required to furnish evidence supporting the need for the use of sick leave.

**20.3** 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 (as defined in 20.4) who is seriously ill, or
- C) For appointments for the employee or the employee's immediate family: 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) Such other illness or injury of employee or the employee's immediate family (as defined in section 20.4) that would require the employee's absence.
- E) Other leave situations meeting criteria of and as defined in the Family Medical Leave Act.

**20.4** An employee's immediate family shall be defined as: spouse, parents, children (whether natural, adopted, foster or step), brother, sister, grandparents, grandparents-in-law, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

**20.5** Employees hired before January 1, 1999 with twenty (20) or more years' service will be entitled to fifty percent (50%) of his/her accrued sick leave (up to 960 hours) upon retirement at his/her regular rate of pay. An employee retiring due to duty or non-duty incurred disability shall be eligible for fifty percent (50%) of his/her accrued sick leave (up to 960 hours) at his/her regular rate of pay, even though his/her length of service is less than twenty (20) or more years. Should an employee die due to duty incurred reasons, his/her heirs shall receive full pay for all sick leave (up to 960 hours) accumulated by the employee at the time of his/her death. Should an employee die due to non-duty incurred reasons, his/her heirs shall receive fifty percent (50%) of his/her accrued sick leave (up to 960 hours). Employees hired on or after January 1, 1999 who retire with twenty (20) years' service will be entitled to twenty-five percent (25%) of his/her accrued sick leave (up to 960 hours) upon retirement at his/her regular rate of pay. Such employee retiring due to duty or non-duty incurred disability shall be eligible for twenty-five percent (25%) of his/her accrued sick leave (up to 960 hours) at his/her regular rate of pay, even though his/her length of service is less than twenty (20) years. Should an employee die due to duty incurred reasons, his/her heirs shall receive full pay for all sick leave (up to 960 hours) accumulated by the employee at the time of his/her death. Should an employee die due to non-duty incurred reasons, his/her heirs shall receive twenty-five percent (25%) of his/her accrued sick leave (up to 960 hours).

**20.6** The parties mutually agree for employees hired on or after January 1, 1999 who retire with twenty (20) or more years of service 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.

**20.7** Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave at the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee later be paid by the State Industrial for the first three (3) days of absence, the amount paid the employee by the State Industrial for three (3) days shall be credited to Walla Walla County from money due the employee in the next payroll period. The pro-rated 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.

**20.8** Sick leave shall be charged in units of one-quarter (1/4) hour.

**20.9** Other than as expressly provided herein employees may not seek or receive advances to their sick leave bank.

## **ARTICLE XXI OTHER LEAVE**

**21.1 Leave of Absence:** Leave of absence without pay for a limited period, not to exceed six (6) months, may be granted by the Employer for any reasonable purpose including Union business, and such leave may be renewed or extended semi-annually for a maximum of two (2) years. Normally, such leave shall not be approved for an employee who is accepting employment outside of County service. Educational leaves of absence without pay may be granted for a period not to exceed one (1) year.

**21.2 Jury Duty:** Employees shall be granted leave with pay anytime 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 service shall be returned to the County.

**21.3 Military Service:** Employees shall receive leave for military service based on County Personnel Policies.

**21.4 Family Leave:** Employees shall be granted FMLA leave based on County Personnel and Policies Manual.

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

**21.6 Donated Leave:** Employees may donate up to forty (40) hours of their accrued sick leave time (so long as he/she retains at least 40 hours in his/her sick leave accrual bank after the donation), using a calculation method of 25% of the donated hours amount, for donating employees hired after January 1, 1999, or 50% of donated hours for donating employees hired prior to January 1, 1999 (example: 25% of donated forty (40) hours, recipient receives ten (10) 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 the co-worker does not have sufficient sick leave and has used all other available leave time including vacation and compensatory time. 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. In such cases the same calculation methodology shall be used as identified in the above paragraph. An employee may receive a maximum of 168 hours of donated sick leave in any contiguous year for any serious illness or injury.

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.

The application of Section 21.6 shall be consistent with the sick leave donation language contained in the County Personnel Policies and Operations Manual.

**21.7 Bereavement Leave:** Death in the immediate family; An employee who has a member of their immediate family taken by death may request in writing to the Public Works

Director, up to three (3) days leave with pay. No more than three (3) days shall be allowed in any calendar year. If more time is needed, accrued leave may be requested.

## **ARTICLE XXII HEALTH AND WELFARE**

**22.1** Medical insurance will be provided for the employee only through one or more plans offered by the Employer from selected providers effective January 1, 2016, the Employer will pay a monthly contribution of \$988.00 towards the Employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the Employee. Medical insurance will be provided for the Employee only through one or more plans offered by the Employer from selected providers. For each calendar year 2017 through 2018 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.

**22.2** The Employer agrees to contribute for each employee the full amount of the dental premium, with annual maximum per person coverage up to \$2000.

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

**22.4** The Employer agrees to maintain a life insurance program with \$24,000 coverage.

**22.5** The Employer will provide full vision insurance on the employee only.

**22.6** Any excess funds that remain after an employee has made Health and Welfare benefits selection may be applied to other County-offered benefits for the employee or dependents; or any excess funds may be designated to the County arranged Health Reimbursement Arrangement (HRA) VEBA account for the employee.

## **ARTICLE XXIII TOILETS**

**23.1** The County will provide toilets in those places where they are deemed necessary by the proximity to populated areas and/or when working at one place for an extended period of time, as determined by the County Road Foreman.

## **ARTICLE XXIV SAVINGS CLAUSE**

**24.1** 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 issue of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## ARTICLE XXV NEPOTISM RESTRICTIONS

**25.1** 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, and the parties are unable to decide who will be retained, the person with the most seniority shall be retained. Exceptions to this policy are allowed only with the approval of the Public Works Director with the concurrence of the County Commissioners.

### **25.2 Definitions:**

A) **“Close Relative”:** Close relative means a person’s spouse, parent, parent-in-law, grandparent-in-law, child, foster 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 article, 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 (2) or more employees are close relatives.



### **25.3 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, provided the Public Works Director 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.

### **25.4 Walla Walla County Employees:**

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

B) If two (2) employees become close relatives after both are already Walla Walla County employees, they shall so inform the Public Works Director, and one (1) of them shall accept a transfer to another position not involving a conflict of interest. Walla Walla County will make a reasonable effort to identify available or soon-to-be-available positions of comparable responsibility and compensation and, if practical, shall afford the affected employees an opportunity to decide which of them shall be transferred and to what position. If no comparable position can be identified within three (3) months, Walla Walla County shall make a reasonable effort to offer one (1) or both employees a lower-paying position; PROVIDED, that no such offer of lower-paying positions may be made sooner than three (3) months after the employees become close relatives. If no suitable transfer is offered or accepted within four (4) months, Walla Walla County may elect to terminate either employee. No such termination shall be approved by the Public Works Director until s/he has considered any proposals the employees may make to eliminate or materially alleviate the conflict of interest by reasonable measures.



## **ARTICLE XXVI COUNTY POLICIES**

**26.1** The parties have agreed the Drug and Alcohol Fit for Work Policy is enforceable under this contract as though completely set forth in this contract.

## **ARTICLE XXVII EVALUATIONS**

**27.1** The parties agree that during the term of this Agreement management will implement an annual employee performance evaluation system. Evaluations will be performed for all employees consistent with existing and developing County and Department policy.

**27.2** The County Risk Manager has instituted a third party reporting system to facilitate employees' reporting issues of concern about misconduct and inappropriate activity within the Public Works Department. Employees are required to use any of the available County reporting methods to inform management of such disruptive personnel issues relating to managers or co-workers in the department. The Employer may from time to time change the operational procedures for its reporting system as identified above. In the event such changes are made the Employer will notify the Union of the changes.

## **ARTICLE XXVIII TERMINATION**

**28.1** This Agreement shall be effective on January 1, 2016 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2018. The increase in the Assistant Foreman premium, tool allowance, clothing and boot allowance, and the change to the work hours set forth in Article 11.3 shall be effective in calendar year 2017. The wage increase set forth in Article 17.1 and the additional floating holiday set forth in Article 18.1 shall be retroactive to January 1, 2016. Either party may 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 THEREOF, the parties hereto have set their hands this 22<sup>nd</sup> day of August, 2016. (county)

FOR THE EMPLOYER:

James R. Johnson  
Chairman, Board of Commissioners

Perry A. Dugan  
Commissioner

James J. Dugan  
Commissioner

Connie R. Vinti  
Attest: Clerk of the Board of Commissioners

FOR THE UNION:

W.D. Whitehead  
President, Local 1191

Kevin Dougherty 8-15-16  
Staff Representative

PUBLIC WORKS UNION  
CLASSIFICATION AND WAGES  
EFFECTIVE AS OF January 1, 2016  
2016 Representing 1.5% Increase (80% of June 2015 Seattle-Bremerton CPI-U)

**GROUP 1**

Classification includes: Maintenance Technician II; Vegetation/Traffic Control Management Worker							
Equipment includes: Athey Loader, Chip Spreader, Bushwhacker Mower, Tractor Mower, Mobile Sweeper, Backhoe, Grader, Dozer, Distributor, Excavator, Paint Striper, Front End Loader, Spray Truck							
Step	A	B	C	D	E	F	G
	First 6 Months	Next 12 months	Next 18 months	Next 24 Months	Next 24 Months	Next 24 Months	Thereafter
2012	\$16.26	\$17.08	\$17.92	\$18.82	\$19.77	\$20.76	\$21.80
2013	\$16.61	\$17.45	\$18.31	\$19.23	\$20.20	\$21.21	\$22.27
2014	\$16.80	\$17.65	\$18.52	\$19.45	\$20.43	\$21.45	\$22.52
2015	\$17.07	\$17.93	\$18.82	\$19.76	\$20.76	\$21.79	\$22.88
2016	\$17.33	\$18.20	\$19.10	\$20.06	\$21.07	\$22.12	\$23.22

**GROUP 2**

Classification includes: Maintenance Technician I							
Equipment includes: Trucks, Trailers, Roller							
Step	A	B	C	D	E	F	G
	First 6 Months	Next 12 Months	Next 18 Months	Next 24 Months	Next 24 Months	Next 24Months	Thereafter
2012	\$15.49	\$16.26	\$17.08	\$17.92	\$18.82	\$19.77	\$20.76
2013	\$15.82	\$16.61	\$17.45	\$18.31	\$19.23	\$20.20	\$21.21
2014	\$16.00	\$16.80	\$17.65	\$18.52	\$19.45	\$20.43	\$21.45
2015	\$16.26	\$17.07	\$17.93	\$18.82	\$19.76	\$20.76	\$21.79
2016	\$16.50	\$17.33	\$18.20	\$19.10	\$20.06	\$21.07	\$22.12

**GROUP 3**

Classification includes: Mechanic, Parts Specialist							
Step	A	B	C	D	E	F	G
	First 6 Months	Next 12 Months	Next 18 Months	Next 24 Months	Next 24 Months	Next 24 Months	Thereafter
2012	\$17.13	\$17.98	\$18.88	\$19.82	\$20.80	\$21.85	\$22.93
2013	\$17.50	\$18.38	\$19.29	\$20.25	\$21.26	\$22.32	\$23.44
2014	\$17.70	\$18.59	\$19.51	\$20.48	\$21.50	\$22.57	\$23.70
2015	\$17.98	\$18.89	\$19.82	\$20.81	\$21.84	\$22.93	\$24.08
2016	\$18.25	\$19.17	\$20.12	\$21.12	\$22.17	\$23.27	\$24.44

- 1) Step A lasts six (6) months, Step B lasts one (1) year, Step C lasts eighteen (18) months, Step D lasts twenty-four (24) months, Step E lasts twenty-four (24) months, Step F lasts twenty four (24) months, and Step G thereafter.
- 2) So long as employees perform satisfactorily, they will move to the next step after the time intervals listed in paragraph 1.
- 3) When an employee works out of classification, in a higher group, he or she will be paid at the same step in the higher group as they currently occupy in the lower group, per the Agreement.
- 4) When an employee is promoted to a higher classification he/she shall be placed at the same step in the higher classification as they currently occupy in the lower classification.
- 5) When an employee accepts a position in a lower paid classification he/she will be paid at the same step in the lower classification as was previously held in the higher classification.