

LABOR AGREEMENT

Between

WALLA WALLA COUNTY
BOARD OF COMMISSIONERS

and the

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

LOCAL 1191-WC

OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

CURRENT EXPENSE COURTHOUSE EMPLOYEES

EFFECTIVE JANUARY 1, 2022

THROUGH DECEMBER 31, 2025

TABLE OF CONTENTS

	Page
PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - PURPOSE.....	2
ARTICLE III - MANAGEMENT RIGHTS	3
ARTICLE IV - UNION MEMBERSHIP	3
ARTICLE V - NO STRIKE/NO LOCKOUT.....	4
ARTICLE VI - UNION MANAGEMENT RELATIONS.....	4
ARTICLE VII - LABOR MANAGEMENT COMMITTEE.....	5
ARTICLE VIII - WARNINGS/SUSPENSION/DISCHARGE	6
ARTICLE IX - GRIEVANCE PROCEDURE	8
ARTICLE X - SENIORITY	9
ARTICLE XI - JOB POSTING	10
ARTICLE XII - WORK DAY / WORK WEEK / OVERTIME	11
ARTICLE XIII - DISCRIMINATION	15
ARTICLE XIV - WAGES AND CLASSIFICATIONS	15
ARTICLE XV - WAGE SCALE PROCEDURES	16
ARTICLE XVI - BILINGUAL INCENTIVE PROGRAM.....	17
ARTICLE XVII - HOLIDAYS	17
ARTICLE XVIII - VACATIONS.....	19
ARTICLE XIX - SICK LEAVE/BEREAVEMENT LEAVE	20
ARTICLE XX - MATERNITY/PATERNITY LEAVE	23
ARTICLE XXI - EDUCATIONAL LEAVE.....	23
ARTICLE XXII - JURY DUTY	24
ARTICLE XXIII - ABSENCE WITHOUT DULY AUTHORIZED LEAVE	24
ARTICLE XXIV - OTHER LEAVES.....	24
ARTICLE XXV - HEALTH AND WELFARE	26
ARTICLE XXVI - UNION ACTIVITIES.....	27
ARTICLE XXVII - INTEGRATION CLAUSE.....	27
ARTICLE XXVIII - SAVINGS CLAUSE.....	28
ARTICLE XXIX - TERMINATION.....	28
ARTICLE XXXI - NEPOTISM RESTRICTIONS	28
ARTICLE XXXII - ELECTRONIC MONITORING	30
APPENDIX A - SALARY SCHEDULE.....	32
APPENDIX B - GRANDFATHERED SALARY SCHEDULE	34

PREAMBLE

This Agreement is entered into by Walla Walla County (hereinafter referred to as the "Employer" or "County") and the Washington State Council of County and City Employees, Local 1191-WC, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union). Unless provided herein, the provisions of this Agreement shall be effective January 1, 2022.

ARTICLE I - RECOGNITION

- 1.1 The County recognizes the Washington State Council of County and City Employees as the exclusive bargaining agent for all regular full-time and regular part-time Employees for the following departments and operations:
 - A. County Auditor's Office: Excluding Elected Official, Chief Deputy, Chief Finance Manager.
 - B. County Assessor's Office: Excluding Elected Official, Chief Deputy, Appraisal Supervisor.
 - C. Department of Court Services: Excluding the Director, Court Services Manager, Detention Manager, and Administrative Services Supervisor as set forth in Case No. 5401-E-84-975, 1984.
 - D. County Clerk's Office: Excluding Elected Official and Chief Deputy.
 - E. County Treasurer's Office: Excluding Elected Official and Chief Deputy.
 - F. Community Development Department: Excluding Director, Principal Planner and Building Official/Fire Marshall.
 - G. District Court: Excluding Elected Official and Court Administrator.
 - H. Technology Services: Excluding Department Manager and Senior Network Specialist.
 - I. Maintenance Department: Excluding Department Manager.
- 1.2 Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary and seasonal employees.
- 1.3 Regular Full-time Employee: A regular full-time employee is one hired to work a minimum of thirty-three (33) or more hours per work week on a regular basis, throughout the calendar year and who has successfully completed a trial service period of six months.
- 1.4 Regular Part-time Employee: A part-time employee working twenty-five (25) to thirty-two (32) hours per week is entitled to fifty percent (50%) contribution

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

- A. All part-time employees hired prior to January 1, 2013, shall continue to receive benefits based upon part-time hours under which they were hired, i.e., part-time employees working 20-25 hours per week will receive fifty percent (50%) contribution of respective benefit premiums and part-time employees working twenty-five (25) hours or more per week shall continue to receive all benefits as provided for full-time equivalent employees. All leave accruals shall be based on a pro-rated percentage relative to a forty (40) hour workweek regular employee.
- 1.5 Trial Service Employee: An employee hired in a regular position of employment as defined in this Article hereinabove, who has completed less than the initial six (6) month period of continuous employment in the position. During the trial service period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse.
- 1.6 Temporary or Seasonal Employee: An employee hired to work on a limited or seasonal basis, paid an hourly rate and not entitled to fringe benefits. Temporary and seasonal employees are not covered by the terms of this agreement.
- 1.7 Employee Designated Daily Work Hours: An employee's designated daily work hours shall be their designated weekly hours divided by five. For example, an employee who works four (4) ten (10) hour workdays will have designated daily work hours of eight (8) hours, and an employee who works 37.5 hours a week will have a designated daily work hour of 7.5 hours.

ARTICLE II - PURPOSE

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

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 The Management of the County and the direction of the workforce are vested exclusively in the County subject to the terms of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration as the County may determine. All rights and prerogatives not specifically abridged herein shall reside with the County. Such rights shall include, but not be limited to hire, fire, transfer, promote, demote, discipline or discharge, layoff, promulgate policies, procedures, and work rules, amend the same, assign work, and do any other act not inconsistent with this document.
- 3.2 The County shall provide the Union President at least ten (10) days prior to proposed implementation, a copy of any procedures or work rules affecting unit employees, which are established during the term of this Collective Bargaining Agreement. A copy of any such procedures or work rules shall also be posted or otherwise made available for employee inspection in each department. The parties agree that to the extent any such procedures or work rules conflict with a term of the Collective Bargaining Agreement, the Collective Bargaining Agreement shall control for employees covered by its terms.

ARTICLE IV - UNION MEMBERSHIP

- 4.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- 4.2 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.
- 4.3 For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the union. The Employer shall transfer amounts deducted to Council 2.
- 4.4 The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Name, dues amount, number of hours worked, and monthly based hours.
- 4.5 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the

Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

- 4.6 The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this article so long as the Employer complies with this article.
- 4.7 The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. A Union Official shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.
- 4.8 If an employee terminates his/her employment on or before the 15th day of the month, dues will not be deducted for that month; if employee terminates after the 15th, dues will be deducted.

ARTICLE V - NO STRIKE/NO LOCKOUT

- 5.1 During the term of this agreement, it is mutually agreed that neither party shall directly or indirectly authorize, cause, assist, encourage, participate in, ratify, or condone any strike (whether economic, unfair labor practice, or sympathy strike) lockouts or other slow down or cessation of work.
- 5.2 Any employee who violates this clause may be subject to discipline or discharge.
- 5.3 Employees shall not be directed or required to perform struck work in another office not covered by this contract.

ARTICLE VI - UNION MANAGEMENT RELATIONS

- 6.1 All collective bargaining with respect to mandatory subjects shall be conducted by authorized representatives of the Union and County.
- 6.2 Agreements reached between the parties to this agreement shall become effective only when signed by the official Union representative(s) and the Board of County Commissioners.
- 6.3 On March 1 of each year the Union shall submit to the Board of County Commissioners a written list of Union officers. The County shall be notified of any changes that occur during the year within thirty (30) days after such changes are made.
- 6.4 An employee shall have the right upon request to inspect his/her personnel file in the presence of the Department Head/Elected Official or his/her designee at a reasonable time during the workday and said request shall be granted not later than one (1) week after the request. Any disciplinary actions and evaluations

placed in the file shall require the employee's signature acknowledging receipt or that a copy was provided to the employee. If upon review the employee disagrees with any matter contained in the personnel file, the employee shall be given the opportunity to attach his/her comments.

- 6.5 Members representing the Union for collective bargaining sessions shall be granted release time from work without loss of pay for sessions that take place during work hours. Negotiations include both actual and reasonable preparation time during work hours. In the event a session is cancelled or terminated prior to the end of the employee's workday, employees shall return to their regular position duties.

ARTICLE VII - LABOR MANAGEMENT COMMITTEE

- 7.1 The purpose of the Labor Management Committee is to approach matters collaboratively and cooperatively in order to engage in problem solving.
- 7.2 The Employer and the Union agree to establish a Labor Management Committee. The committee shall consist of the Human Resources/Risk Manager, three (3) bargaining unit employees selected by the Union and two (2) rotating management representatives selected by the Employer, depending on Committee agenda items.
- 7.3 The Committee shall meet twice yearly at a mutually agreeable time for the purpose of discussing and facilitating the resolution of issues relevant to working conditions in a department, improving County services, or considering other issues relevant to the organization or the public. Management will assist in ensuring the Union members are released on official time to participate in the committee meetings.
- 7.4 Prior to each meeting the Human Resources/Risk Manager shall request from the Committee members items for discussion that should be placed on the agenda. Depending on the items on the Agenda, the Human Resources/Risk Manager shall request two (2) management representatives for the Labor Management Committee. The agenda shall be provided to each Committee member no later than one week prior to the Committee meeting. Minutes shall be taken at the meeting, identifying items discussed, action items required, persons responsible for such action items and timelines for reporting back to the committee on such items. Minutes of the Labor Management Committee meeting shall be made available to committee members no later than seven (7) days after the meeting.
- 7.5 Nothing contained in this section shall be construed as giving the Committee the authority to modify or supplement any terms or conditions of the collective bargaining agreement, or existing conditions of employment at Walla Walla County. Recommendations agreed to by a majority of the Committee may be forwarded to the Employer and the Union for further consideration.

ARTICLE VIII - WARNINGS/SUSPENSION/DISCHARGE

- 8.1 The Employer retains the right to impose discipline, up to and including discharge, in response to employee misconduct and/or poor work performance. The parties recognize that discipline may not be exclusively punitive in nature but may in the appropriate case be coupled with a corrective action component designed to assist the employee in bringing his/her behavior up to an acceptable level. Notwithstanding the above and except as limited herein, the Employer shall have the exclusive right to determine the appropriate level and character of discipline to be imposed in any given context.
- 8.2 The Employer may discharge, suspend, or impose other discipline for just cause. Usually, an employee will receive a written warning prior to discharge or suspension. No such written warning is necessary in cases of serious misconduct, including but not limited to conduct involving dishonesty, theft, possession or use of alcohol or illegal drugs during work time, proven recklessness, carrying of firearms, engaging in workplace violence, acceptance of gratuities, private use of County property without authorization or willful damage to County property or equipment.
- A. The following steps of disciplinary action will be followed:
1. oral reprimand which may be documented in writing
 2. written reprimand
 3. probation
 4. suspension
 5. demotion
 6. discharge

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

8.3 Disciplinary Actions:

- A. Reprimand: A reprimand shall be recorded and placed in the employee's personnel file. A reprimand shall be in the form of an oral or written reprimand. If the reprimand is Oral, a notation of the reprimand shall be placed in the employee's personnel file after being signed by the employee. The employee shall also be required to sign written reprimands prior to their placement in the personnel file. Employee's signature denotes acknowledgement and receipt of the reprimand, not

agreement. If there is no recurrence of the same or similar event prompting discipline, records of oral and written reprimands shall be removed from the employee's personnel file after a maximum of twenty-four (24) month period, unless the employer has sufficient reason to retain the reprimand in light of the employee's continued inappropriate conduct.

- B. **Disciplinary Probation:** An employee placed on a disciplinary probation shall accrue vacation and sick leave. Disciplinary probation shall not be less than three (3) months nor for more than six (6) months. Employees placed on disciplinary probation shall be required to successfully complete a corrective action plan designed to improve conduct and/or performance. Employees placed on disciplinary probation may be terminated at any time during the course of the probation for failure to meet job requirements or the terms of the corrective action plan.
 - C. **Suspension:** An employee suspended from County service shall forfeit all rights and/or privileges, except that the employee shall not forfeit their health plan, pension plan, nor life insurance while on suspension.
 - 1. **Suspension With Pay:** At the discretion of the Employer an employee may be suspended with pay pending investigation of allegations of misconduct, when such allegations compromise the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, the appropriate disciplinary action will be taken. If such charges are unfounded, the employee will be restored to duty and a letter detailing the results of the investigation will be placed in the employee's personnel file.
 - 2. **Suspension Without Pay:** An employee suspended without pay shall not be suspended on any one occasion in excess of thirty (30) calendar days.
 - D. **Disciplinary Demotion:** A change in status of an employee resulting from a disciplinary action to a lower pay step in the same class or to a position in a different class with lesser duties and responsibilities and a lower rate of pay.
- 8.4 An Employee subject to discipline other than an oral or written reprimand shall, prior to the implementation of such discipline, be provided with an opportunity to meet with his/her Department Head/Manager, Elected Official or his/her designee. At that time, the basis for the contemplated disciplinary action shall be explained and the employee will be given an opportunity to explain his/her position and/or supply mitigating factors in support of a lesser penalty. The Employer shall, upon request, allow the employee reasonable opportunity to have his/her union representative present at any such meeting.

Within five (5) days of the above meeting, the employee shall be advised in writing of the final decision on the disciplinary action, the basis for the decision, and the effective date of the action. This five (5) day period may be extended on written notice to the employee, if further

investigation is needed. If a corrective action plan is to be imposed, it shall also be presented to the employee at this time. A copy of the final decision shall be sent to the Union at the same time it is provided to the employee.

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

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1 The parties recognize that the most effective accomplishment of the work of the County requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.
- 9.2 A grievance is defined as a dispute by one or more employees involving the meaning, interpretation, application, or alleged violation of a specific provision of this Agreement.
- 9.3 Step 1: Within ten (10) working days from its occurrence, or the date on which the employee first should have reasonably become aware of it, the aggrieved employee shall discuss the complaint with the appropriate and authorized supervisor, with the Union Steward present if the employee so desires. It shall be discussed and if settled, no further action shall be taken. Any settlement must be with the concurrence of the Department Head/Manager or Elected Official.
- 9.4 Step 2A: If not resolved on an informal discussion basis, the grievance shall be submitted to the department head, in writing and signed by the aggrieved employee, within ten (10) working days of the informal discussion. The Department Head/Manager, Elected Official or his/her designee shall investigate the grievance and provide a written answer within ten (10) working days of the date of submission.
- 9.5 Step 2B: If the Union does not find the Step 2 response satisfactory, it may request the matter be conciliated prior to submission to Step 3. In an attempt to resolve the dispute, conciliation shall take place within ten (10) working days of the Step 2 response, in a meeting between the Union and the County. Either party may be represented by counsel. The Grievance must be presented, as outlined above, within the said periods of time; otherwise, the Union, the Employer and the employee agree that the grievance is forever waived.

- 9.6 Step 3: If the grievance is not resolved at Step 2 of this procedure, the grievance may be submitted to grievance/mediation to the Public Employment Relations Commission within ten (10) working days of the timelines provided in Step 2. The Mediator shall meet with the two parties in an attempt to formally mediate or conciliate any submitted grievance. Any agreement resolving the matter shall be reduced to a written memorandum signed by all parties.
- 9.7 Step 4: If the grievance is not resolved at Step 3, the Union shall, within fifteen (15) working days, submit the facts of the grievance to the Board of County Commissioners. The Board of County Commissioners may, within ten (10) days, either accept and implement the proposed grievance resolution or convene a hearing to receive evidence regarding this grievance. If the hearing is convened, both the Department and the Union may call witnesses and present evidence relevant to their respective positions. Within ten (10) days of the conclusion of the hearing, the County Commissioners shall then issue their decision.
- 9.8 The time limits within which action must be taken or a decision made may be extended by mutual written agreement signed by the parties. Further, a grievance may be advanced to any step in the grievance procedure if the parties jointly agree. Any grievance shall be considered settled at the completion of any step if the parties agree or if the grievant fails in a timely manner to advance the grievance to the next step of the procedure.

ARTICLE X - SENIORITY

- 10.1 The first six (6) months of employment shall be a trial service period, and the Employer shall have termination rights within this six (6) month period free of any recourse to the Grievance Procedure as outlined in Article IX.
- 10.2 Upon completion of this six (6) month period, the employee shall be placed on the seniority list with the first day of this six (6) month period as his/her seniority date. Seniority shall be defined as the employee's length of continuous service with the employer.
- 10.3 Higher classification work may be offered to an employee by seniority if the senior employee is qualified to do the work of the higher classification.
- 10.4 Seniority shall not be affected by temporary layoff during slack period or by illness until after one (1) years' absence.
- 10.5 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications, ability, and performance. If these factors are equal, then the length of continuous service shall be the controlling factor. Layoff: The Employer may lay off employees when such action is necessary. The Employer shall provide thirty (30) days written notification to designated employees within the affected job classification/department selected for layoff.

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

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

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

10.8 LONGEVITY: The Employer shall pay the following amounts for the length of service:

After five (5) years of service	\$40.00 per month
---------------------------------	-------------------

After ten (10) years of service	\$60.00 per month
---------------------------------	-------------------

After fifteen (15) years of service	\$80.00 per month
-------------------------------------	-------------------

An employee's longevity shall be adjusted for periods of leave of absence without pay except for authorized military leave.

Any employee who at the time of ratification of this Agreement is receiving more in longevity than the amount provided above will be redlined until the longevity schedule above provides an equal or greater benefit.

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

ARTICLE XI - JOB POSTING

11.1 When a position vacancy occurs in a job classification covered by this Agreement, the Department Head/Manager or Elected Official shall determine whether the position will be filled. In the event the Department elects to fill the position, the Department Head may (but shall not be required to) fill the position through promotion or transfer of a qualified person in the affected department. If the position is not filled through internal departmental promotion or transfer, the Department shall advertise for the position. The Department Head/Manager or Elected Official shall determine if the position will be concurrently advertised

internally and externally. In either event, the Department Head/Manager or Elected Official shall select from all applications received the candidate most qualified for the position. In the event the Department concludes that a current employee and an outside candidate are equally qualified, the current employee will be given preference for the position. If two or more current employee candidates are equally qualified, the more senior employee will be given preference for the position.

- 11.2 Changes from a higher to a lower job classification may be made at the request of an employee with the approval of the person responsible for supervision over him/her.
- 11.3 Regular employees shall be promoted over temporary employees.
- 11.4 An employee selected for the position who in the estimation of the Employer is unqualified to perform the duties of the position in a satisfactory manner, or should the employee decide that he/she does not want the job, he/she shall be returned to his/her previous position within thirty (30) days of accepting the position. Employees filling a position by promotion or transfer shall serve a six (6) month trial service period. Notwithstanding the provisions of Article 1.5 of this Agreement, employees discharged from positions they have occupied as a result of promotion or transfer shall have access to the Agreement's grievance procedure.

ARTICLE XII - WORKDAY / WORK WEEK / OVERTIME

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

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

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

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

- A. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting times, except in emergencies. Normal work schedules showing the employee's shifts, workdays and hours shall be posted where needed two (2) weeks prior to shift change. All employees' work schedules shall provide for a fifteen (15) minute uninterrupted rest period during each one-half (1/2) shift and a thirty (30) minute paid lunch period.
 - B. The Employer shall provide lunchroom facilities, which may be used for lunch and rest periods. During lunch and rest breaks, employees shall be available in cases of emergency. This shall apply to all shifts. Meals will be taken approximately midway through each shift. Meals and breaks will be taken at a time agreed between Supervisor and employee.
- 12.3 The standard hours of work in existence at the time of the execution of this contract shall continue through the life of this Agreement except as modified in accordance with the provision of Article XII, Section 12.2 Those employees who work a normal seven (7), seven and one-half (7-1/2) and eight (8) hour day will continue with such schedules.

Department of Court Services — Detention Employees: Work Period

- A. A work period shall consist of three (3) calendar months. The Department shall maintain three (3) regularly scheduled working shifts. At the Department Director or Detention Managers discretion, in accordance with work requirements, emergencies or unusual situations, additional shifts involving different hours may be created.
 - B. Employees whose work shift is extended by one (1) hour due to time changes associated with Daylight Savings Time shall be paid for the additional hour in the fall. Employees will be required to remain at work for the additional hour in the spring due to the time change.
 - C. Once per year each employee may request the Director approve a shift change between that employee and another consenting employee. The request must be made within ten (10) days of the publishing of the shift schedule for that quarter. The shift change, if approved, shall apply for the entire quarter. The Director shall approve the requested exchange unless he/she concludes that ability, experience, programming, gender, or other coverage needs require otherwise. The Director retains the authority to reverse the approved exchange if he/she concludes it has become detrimental to the operation of the facility. The Director shall on a periodic basis review shift assignments generally to monitor issues of equity in the assignment process and in light of departmental needs.
- 12.4 All Non-Detention employees shall be granted a lunch period of one (1) hour during each work shift. Whenever possible lunch periods shall be scheduled at the middle of the shift.

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

12.6 Overtime

- A. Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours within a work week.
- B. Overtime shall be paid for all work performed on Saturday or Sunday for those employees whose regular workweek is Monday through Friday, PROVIDED, that the employee had worked their normally scheduled work week, regardless if their regular work week consists of 35, 37.5 or 40 hours.
- C. Employees called back to work more than two (2) hours after the end of their normally assigned workday shall receive overtime pay for all work performed after called back to work regardless of the number of hours of work performed during the day or week. (EXAMPLE: Employee's regular workday ends at 4:00 p.m. The employee is released from work but is later called back to work to begin at 6:30 p.m. Since this is more than two (2) hours after the end of his/her normal shift, all work performed after returning to work shall be paid at the overtime rate. If this same employee had been requested to work an additional hour immediately after the end of his/her normal shift, this time would be paid in accordance with Article XII, Section 12.6A above).

12.7 Compensatory Time

- A. In lieu of overtime, compensatory time may be granted for work performed over forty (40) hours by mutual agreement of the Elected Official/Department Head and the employee. This compensatory time shall be compensated at the rate of one and one-half (1 ½) basis of the hours in excess of a 40-hour workweek. Compensatory time shall be scheduled and taken off by mutual agreement and unless extraordinary circumstances exist, should be used within ninety (90) days of the pay period in which it was earned. Compensatory time not used during this period shall, upon approval of the County Commissioners, be compensated at the appropriate rate. An employee may not accrue more than forty (40) hours of compensatory time.
- B. Employees who are regularly scheduled to work less than a forty (40) hour work week shall earn compensatory time on a one-for-one basis up to forty (40) hours in a work week. Hours worked in excess of forty (40) hours shall be compensated in accordance with Section 12.7-A above. Paid leave (e.g., holidays, sick leave, vacations, and compensatory time) shall be considered hours worked for the purpose of computing overtime.

12.8 "Facilities On-call Time" applies to those facilities employees who may be required to be called out to provide services for essential operations. Employees

who serve in this capacity shall receive on-call pay of one (1) hour pay for each twenty-four (24) hour period or percentage of twenty-four (24) hours based on that amount.

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

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

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

12.11 Work in Higher Classifications:

- A. Any employee under this Agreement who is assigned to perform the duties of a position in a higher classification due to an absence of another employee for a period in excess of five (5) workdays shall be paid whichever step is applicable to the replaced employee which is at least five percent (5%) greater than the assigned employee's current pay.
- B. The assignment shall be approved in advance by the employee's supervisor in writing, and the specifics of such assignment shall be expressly stated. If this is not practical, the Department Director/Manager or Elected Official or the County Commissioners may approve such reassignment or "acting" assignment.
- C. The employee shall be returned to the employee's previous classification and rate of pay immediately upon cessation of the "acting" assignment.

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

Day Shift: Any consecutive eight (8) hour shift in which the majority of hours fall between 6:00 a.m. and 2:00 p.m.

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

Night Shift: Any consecutive eight (8) hour shift in which the majority of hours fall between 10:00 p.m. and 6:00 a.m. Any bargaining unit employee who works a shift designated as a night shift shall receive shift differential of \$.75 per hour in addition to the regular hourly job rate for all hours worked within the designated shift.

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

ARTICLE XIII - DISCRIMINATION

- 13.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.
- 13.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 13.3 The Employer agrees not to interfere with the rights of employees as members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.
- 13.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE XIV - WAGES AND CLASSIFICATIONS

- 14.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix "A". Effective January 1, 2022, the schedule for 2022 wages shall reflect an increase equal to 80% of the June 2021 measure of the CPI-U (Seattle-Tacoma-Bellevue). Effective January 1, 2023, the schedule for 2023 wages shall reflect an increase equal to 80% of the June 2022 measure of the CPI-U (Seattle-Tacoma-Bellevue). Effective January 1, 2024, the schedule for 2024 wages shall reflect an increase equal to 80% of the June 2023 measure of the CPI-U (Seattle-Tacoma-Bellevue). Effective January 1, 2025, the schedule for 2025 wages shall reflect an increase equal to 80% of the June 2024 measure of the CPI-U (Seattle-Tacoma-Bellevue). For each year referenced herein the minimum CPI-U adjustment shall be limited to 2.5% and the maximum CPI-U adjustment shall be limited to 3.5%.

14.2 All current detention unit employees who worked 12 months in 2020 shall be paid a lump sum of \$1,000 for hazard pay. Current detention unit employees who worked less than 12 months in 2020 will receive a prorated amount of hazard pay.

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

ARTICLE XV - WAGE SCALE PROCEDURES

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

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

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

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

- D. Progression may be made earlier than the service times indicated above in cases where the Department Head or Elected Official believes the employee's sustained performance is sufficiently above normal and the progression is approved by the Board of Commissioners. Employees considered for early progression shall be

limited to no more than one (1) additional step progression within eighteen (18) months of the last regular step increase.

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

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

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

ARTICLE XVI - BILINGUAL INCENTIVE PROGRAM

- 16.1 The Bilingual Incentive Program is intended to provide translation and interpretation services for the Walla Walla County Courthouse, utilizing Spanish speaking employees of Local 1191-WC.
- 16.2 The procedures and administration of the Program will lie with the Employer and will be based on the determination from an Elected Official or Department Head that there is a need for translation and interpretation services in his or her department or operations, requiring approval from the Board of County Commissioners.
- 16.3 Employees certified under the program will receive two (2) additional days of paid time off annually on January 1st. Certified employees will schedule and use paid time off in the calendar year in which it is received, similar to the floating holiday benefit. Time off shall only be taken in a minimum of one day increments.
- 16.4 The provisions and decisions regarding this Bilingual Incentive Program are NOT subject to the grievance procedures in this collective bargaining agreement.

ARTICLE XVII - HOLIDAYS

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

New Years' Day	January 1
Martin L. King, Jr.'s Birthday	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st 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 it falls on a Monday through Thursday)
Christmas Day	December 25

Should Juneteenth (June 19) become a county holiday it will be included in the above list of paid holidays.

Two floating holidays mutually agreed to by the Employer and the employee.

- 17.2 Holiday Pay: Eligible employees shall receive one day's Employee Designated number of Work Hours pay for each of the holidays listed above on which they perform no work.
- 17.3 Weekend Holidays: Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a holiday.
- 17.4 Holiday During Leave: Should an employee be on authorized leave when a holiday occurs, each holiday shall not be charged against such leave.
- 17.5 Holiday Work: If an employee works any of the above listed holidays during their regular work week, they shall be given comp time equal to one and one-half times the hours worked or shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the one day of holiday pay. The decision to accept comp time or pay is the employees.
- 17.6 To be eligible for holiday pay the employee must work his regular workday before and his scheduled workday after the paid holiday unless he/she is on an excused paid leave of absence.
- 17.7 Temporary or Seasonal employees are not eligible for holiday pay.
- 17.8 Regular part-time employees shall be paid for the holiday in relation to the hours actually engaged on duty to the hours required for full-time service.
- 17.9 Employees will receive no Holiday Pay if the employee has accepted scheduled work on a holiday and fails to report for work, except for excused absences.
- 17.10 Seven Day Operations: For departments in which employees work seven days a week, the holiday will be observed on the actual day on which the holiday falls as set forth in Section 17.1 with the provisions of 17.3 not being applicable. When

an employee's regularly scheduled day off falls on a holiday, he/she shall be provided an equivalent or alternate day off with pay for the holiday. Affected employees must receive approval from the Employer when scheduling the alternate day. An employee who is offered and then works a holiday that is his/her regular scheduled day off will be paid at one and one-half (1-1/2) times the employees' regular rate of pay. The employee may take the missed holiday on a day mutually agreed upon with the Employer.

ARTICLE XVIII - VACATIONS

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

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

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

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

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

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

- 18.4 Should an employee become sick while on vacation, such employee may elect to use accumulated sick leave in lieu of vacation days, provided the Employer is so notified. In case of illness, employees shall notify the employer on the same day that the employee becomes sick. An employee who is ill shall keep the employer advised as to his/her condition and when he/she may expect to return to duty.
- 18.5 Any employee, who is laid off, discharged, retired, or separated from service of the Employer prior to taking his vacation, shall be paid accrued vacation time in the month following separation from service.
- 18.6 An employee may not take vacation in excess of accrued vacation. Accrued vacation shall be determined as of the day before the first day of the employee's scheduled vacation.
- 18.7 Regular part-time employees working on a regular schedule of duration of more than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

ARTICLE XIX - SICK LEAVE/BEREAVEMENT LEAVE

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

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

Sick leave may be taken for the following reasons:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position, or
- B. For making arrangements for care or caring for a member of the employee's immediate family who is seriously ill, or
- C. For appointments for the employee or the employee's immediate family if arrangements cannot be made during off hours: doctor, dental, or optical; treatment as prescribed by a doctor, dentist, or eye doctor; laboratory work or X-ray work by order of doctor, dentist, or eye doctor, or
- D. To care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision in accordance with State law, or

- E. Such other illness or injury of employee or employee's immediate family as defined in Walla Walla County Personnel Policy number 30.05.0, that would require the employee's absence.

19.2 Upon written request, an employee shall be allowed bereavement leave of up to five (5) days per year, to be paid at their regular rate in the event of a death in the immediate family of the employee. Additional bereavement leave may be granted upon approval of the Elected Official or Department Head, using accrued sick leave. This leave will be paid by the County in the event of the death of someone in the employee's "immediate family," which shall mean: the employee's spouse, child, adopted child, foster child, parent, or a person who has acted in a parental capacity to the employee, grandparent, grandparent-in-law, grandchild, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. It is intended that persons taking such leave shall actually attend the funeral of the member of the immediate family as per above and/or have to attend to pre- or post-burial matters.

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

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

1. Employees may donate up to forty (40) hours, to a co-worker within their department with approval of their Elected Official/Department Head for authorized uses of sick leave provided in the County Sick Leave Policy 30.05.0, provided:

A. The co-worker does not have sufficient sick leave and has used all other available leave time including vacation, floating holidays, and compensatory time.

B. The donating and receiving employees are regular full time or regular part time employees.

C. The receiving employee is not receiving time loss payments as a result of an on-the-job injury, receiving benefits from the Retirement System or Social Security Disability, and/or receiving benefits under the Washington Family and Medical Leave Program.

2. 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 the final approval from the Board of County Commissioners. The Sick leave Donation form number 30.05.01 is to be used for all sick leave donations.
 3. An employee may receive a maximum of 168 hours of donated sick leave in any continuous year related to the serious illness or injury event that occurred in that year.
 4. Employees may not make sick leave donations when they have forty (40) hours or less of accrued sick leave nor donate sick leave that would draw down their accrued sick leave hours to less than forty (40) hours.
 5. There shall be no retroactive applications of donated sick leave.
- 19.5 Paid Family and Medical Insurance Benefits- Beginning January 1, 2019, with benefits effective January 1, 2020, and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this agreement. Benefits for the program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.
- 19.6 An employee with twenty (20) years of service will be entitled to twenty-five percent (25%) of his/her accrued sick leave upon retirement at his/her regular rate of pay. An employee retiring due to duty or non-duty incurred disability shall be eligible for twenty-five percent (25%) of his/her accrued sick leave at his/her regular rate of pay, although his/her length of service is less than twenty (20) years. Total payment upon retirement or disability shall not exceed thirty (30) days. Should an employee die, his/her heirs shall receive pay for twenty-five percent (25%) of all sick leave accumulated by the employee at the time of his/her death, to a maximum of thirty (30) days.
- 19.7 The parties mutually agree that cash out of unused accrued sick leave, compensatory time, or any other claimed accumulation of unused time off shall not be included in calculation of the employee's retirement pension. All excess compensation as defined by applicable State law is deemed never to have existed for the purposes of employee pension. The County and the Union and the employees recognize that the Department of Retirement Systems will be notified of these payments, but they shall not be included in the calculation of the employee's final average compensation.

- 19.8 Abuse of sick leave is a form of dishonesty and may result in discipline up to and including termination.
- 19.9 Other than as expressly provided herein employees may not seek or receive advances to their sick leave bank. Sick leave may not be taken in excess of accrued balances.

ARTICLE XX - MATERNITY/PATERNITY LEAVE

- 20.1 Accrued sick leave may be used for childbearing or related illnesses. Upon returning from maternity leave, the employee shall return to their same job or similar job with at least the same rate of pay.

ARTICLE XXI - EDUCATIONAL LEAVE

- 21.1 At the discretion of the Employer, leave without pay may be granted for job related educational leave requested by the employee. During the leave period, the employee will not accrue the regular vacation, sick leave nor seniority rights as provided by the contract. This Article shall not apply to training performed at the direction of the Employer regardless of whether the training is performed at or away from the County.
- 21.2 Employer Required Training: When there is Employer required training for an employee who is represented by the present labor agreement, the Employer must select and authorize in advance the required training program. Preparation time, attendance time, and travel time in excess of the standard workday or work week shall be authorized in advance and will be compensated according to the provisions contained in the agreement.
- 21.3 Employee Requested Training: Where there is requested training by a labor agreement covered employee, the request shall be submitted in writing for approval to the Elected Official or Department Head. If the training is approved, compensation for the training will be based on a standard workday or work week for attendance and travel time. Any additional time other than the actual training and travel will not be allowable compensation time.

Whether it is Employer required or Employee requested training as identified in the preceding two paragraphs, all business expenses and travel compensation shall follow the guidelines set forth in Policy No. 40.05.0 of the Walla Walla County Personnel Policies and Operations Manual. The Department Head/Manager or Elected Official shall in all cases attempt to schedule the training so as not to incur overtime or compensatory time costs associated with attendance by the employee.

Whether it is employer required or employee requested, if an employee participates in an approved certifiable training program as defined by Policy 40.06.0 (a), which is paid for by the County, the Employee will commit to continued employment with the County for at least one (1)

year after completion of the program if County expenses for Employee registration, travel costs, training materials and per diem exceed \$1,500 but are less than \$2,500. If County expenses as described herein exceed \$2,500, the employee's commitment will be for eighteen (18) months after completion of the program. If the employee voluntarily resigns his/her employment prior to the conclusion of the Employee's continued service commitment, the Employee agrees to reimburse the County for all the remaining percentage of training costs associated with the certifiable training program(s) and which exceeds fifteen hundred (\$1,500) dollars.

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

ARTICLE XXII - JURY DUTY

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

ARTICLE XXIII - ABSENCE WITHOUT DULY AUTHORIZED LEAVE

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

ARTICLE XXIV - OTHER LEAVES

- 24.1 Family Leave: An employee is eligible for Federal Family and Medical Leave if the employee has worked for the County at least twelve (12) months and has worked at least one thousand two hundred fifty (1250) hours and not less than twenty (20) hours per week in the twelve (12) month period before the FMLA is to begin.
- 24.2 Allowable reasons for FMLA leave 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/her from performing the employee's job.
- 24.3 A serious health condition is defined as: Any physical or mental condition that involves any period of incapacity or treatment connected with: a) in-patient care in a hospital, hospice, or residential medical care facility; b) incapacity for more than three (3) calendar days that involves continuing treatment by a health care provider; c) continuing treatment by a health care provider for a long term incurable condition which if not treated, would likely result in a period of incapacity for more than three (3) days or; d) continuing treatment by a health care provider for prenatal care.

- 24.4 Employees may take up to twelve (12) work weeks of unpaid FMLA leave in a rolling twelve (12) months backward. Any employee requesting FMLA leave must exhaust available vacation, sabbatical, personal holiday leaves (and sick leave if the reason for the request meets the reason for sick leave usage) which will count toward the twelve (12) weeks of FMLA leave provided. An employee's FMLA leave entitlement will run concurrent with the Family Leave entitlement under State Law. If an employee and employee's spouse both work for the County, they are entitled to a combined total of twelve (12) work weeks of FMLA leave for the birth or placement of a child or to care for a parent or a child with a serious health condition.
- 24.5 Employees who request FMLA leave because of their own serious health condition or the serious health condition of their spouse, parent, or child must furnish a certification from a health care provider that the serious health condition exists. Medical Certification Forms will be provided by the Employer. The certification must be returned as soon as possible after the County requests certification. The County may request up to two additional medical opinions by other health care providers.
- 24.6 Employees are entitled to intermittent or reduced schedule leave for their own serious health condition or the serious health condition of their child, spouse, or parent if a health care provider certifies that the intermittent or reduced schedule is medically necessary. The County may temporarily transfer an employee on intermittent or reduced schedule leave to another job without reducing pay or benefits.
- 24.7 The County will continue to pay its share of the health insurance premiums for the duration of the FMLA leave if the employee is enrolled in the County's plan immediately prior to the FMLA leave. If applicable the employee will be required to pay the employee's share of the premium.
- 24.8 Employees on vacation or sick leave during FMLA leave will continue to accrue vacation, sick leave, and holidays if they occur during the leave and they will continue to accrue seniority. If the leave is unpaid, the employee will not accrue vacation, sick leave, or holidays that occur during the leave, nor will they accrue seniority.
- 24.9 FMLA leave must not be abused. An employee is not allowed to become self-employed or to accept other employment while on leave. Abuse of FMLA leave may be cause for discipline up to and including discharge.
- 24.10 Employees returning from leave shall be reinstated to their former or substantially equivalent positions, with equal pay, benefit and working conditions as may be required by the Family Medical Leave Act.

- 24.11 An employee's entitlement to FMLA leave for birth or placement of a child expires twelve (12) months after the birth or placement. Any such FMLA leave must be concluded within this one (1) year period.
- 24.12 The provisions of this Article shall be construed consistent with the express language of the Family Medical Leave Act. Nothing herein shall preclude the employer from exercising any and all rights and enforcing any and all conditions now contained in the Act, or which may subsequently be contained in any modified versions of the Family Medical Leave Act.
- 24.13 The County shall comply with the provisions of the Washington State Family Care Leave Act.

ARTICLE XXV - HEALTH AND WELFARE

- 25.1 Effective January 1, 2022, the Employer will pay a monthly contribution of \$1400.00 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.
- 25.2 Effective January 1, 2023, the Employer will pay a monthly contribution of \$1450.00 towards the Employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the Employee.
- 25.3 Effective January 1, 2024, the Employer will pay a monthly contribution of \$1500.00 towards the Employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the Employee.
- 25.4 Effective January 1, 2025, the Employer will pay a monthly contribution of \$1550.00 towards the Employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the Employee.
- 25.5 The Employer agrees to contribute a life insurance policy premium on the employee for \$24,000 coverage.
- 25.6 The Employer agrees to contribute dental insurance premium with annual maximum coverage of \$2,000.
- 25.7 The Employer agrees to contribute full vision insurance premium on the employee.
- 25.8 Costs of each of the Health and Welfare Benefits described in 25.5 — 25.7 will be subtracted from the monthly contribution determined in 25.1-25.4.
- 25.9 Any excess funds that remain after an Employee has made Health and Welfare benefits selections may be applied to other County offered benefits for the

Employee or dependents; or any excess funds that remain may be designated to a Health Reimbursement Arrangement (HRA) VEBA account for the Employee.

- 25.10 The Employer agrees to provide the Employees' access to an Employee Assistance Program.
- 25.11 Regular part-time employees working twenty-four (24) hours or less shall not receive Health and Welfare Benefits. Regular part-time employees working twenty-five (25) hours per week up to thirty-two (32) hours per week will receive 50% of the respective monthly contribution. Regular part-time employees working thirty-three (33) or more hours per week will receive premium coverage consistent with that received by regular full-time employees.
- 25.12 This article shall be reopened if medical rates increase over 15% in any given year.

ARTICLE XXVI - UNION ACTIVITIES

- 26.1 The Employer agrees that during working hours, on the Employer's premises with notice to the Employer, the Employer shall allow authorized officers of the Union access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to; provided, however, that there is no serious or prolonged interruption of the Employer's working schedule.
- 26.2 There shall be no other Union business conducted with employees during working hours. Any employee who does so shall be subject to disciplinary action including dismissal.
- 26.3 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.
- 26.4 Upon gaining permission for an approved location, the Union Representative may locate an appropriate receptacle for the purposes of collecting various union related documents that will assist in conducting union business only.

ARTICLE XXVII - INTEGRATION CLAUSE

- 27.1 The Agreement expressed herein in writing constitutes the sole and entire Agreement between the parties and no oral statement or practice or prior written agreement shall add to or supersede any of these provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposal with respect to any and all matters deemed as proper subject for collective bargaining. The results of the exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, and any

automatic or other extension thereof, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically otherwise covered or referred to in this Agreement.

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

ARTICLE XXVIII - SAVINGS CLAUSE

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

ARTICLE XXIX - TERMINATION

- 29.1 This Agreement shall be effective on January 1, 2022 and shall remain in full force and effect until December 31, 2025. 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.

29.2 Health Insurance Re-opener

In event the parties' negotiated health insurance provisions fail to meet requirements of the Affordable Care Act (ACA) and its related regulations, cause the Employer or covered employees to be subject to penalty, tax or fine, or offered plans are discontinued by the insurance carrier as a result of the ACA, either the Union or the Employer may reopen this Article, upon written notice to the other party, for the sole purpose of renegotiation of health insurance benefits under Article 25 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 25 in order to avoid and/or minimize penalties, taxes, fines, or increased costs to meet the requirements of ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.

ARTICLE XXX - NEPOTISM RESTRICTIONS

- 30.1 Close Relatives of Walla Walla County employees may be hired by the County providing they are qualified and meet position requirements. Individuals will not be assigned to work in a department for which a relative has immediate supervision or managerial responsibilities. In the event an employee is to be hired, transferred, or promoted into a supervisory or managerial position in a department to which a relative is also assigned, the department will determine a new assignment for the relative of the supervisor if one is available. If no alternate assignment is available, the relative will have to choose which employee retains

his/her position. Exceptions to this policy are allowed only with the approval of the Department Head with the concurrence of the County Commissioners.

30.2 Definitions:

- A. “Close Relative”: Close Relative means a person’s spouse, parent, parent-in-law, child, daughter-in-law, son-in-law, brother, sister, grandparent, grandchild, first cousin, aunt, uncle, the spouse of any child, sibling or first cousin, or any person sharing the same household, whether or not otherwise related and irrespective of when such relationship or arrangement begins.
- B. “Conflict of Interest”: The following situations or events shall constitute conflicts of interest for purposes of this policy, whether or not an actual conflict can be demonstrated between an employee or employees and the County.
 - 1. Direct supervision of an employee by his or her close relative.
 - 2. Any situation in which a close relative would regularly audit, cross-check, or evaluate an employee’s work.
 - 3. Any situation in which a close relative would “cover” for an employee on the job in non-emergencies.
 - 4. Situations not involving direct supervision in which a close relative would have authority or a duty to initiate, recommend, or carry out disciplinary action against an employee.
 - 5. Situations not involving direct supervision in which a close relative would have authority or a duty to initiate, recommend, or carry out the transfer, promotion, demotion, reassignment, reclassification, layoff, or termination of an employee.
 - 6. Other situations in which an actual, potential, or perceived conflict of interest results or is likely to result from the fact that two or more employees are close relatives.

30.3 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 Department Head makes a written finding that the scheduled termination, retirement, or layoff is likely to occur.
- C. It shall be cause for immediate termination without prior warning, notice or limited discipline for an applicant at the time of application knowingly to make any false statement concerning employment of his/her close relative by Walla Walla County, and such cause shall exist regardless of when such an omission is discovered.

30.4 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 Department Head, and 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 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 Department Head until the Department Head has considered any proposals the employees may make to eliminate or materially alleviate the conflict of interest by reasonable measures.

ARTICLE XXXI - ELECTRONIC MONITORING


31.1 Surveillance Cameras

- A. Surveillance cameras placed in various locations within county buildings are recognized and provided as safety and risk management measures for the benefit of the public and county employees. Surveillance cameras are not to be used for the purpose of monitoring employees except for these reasons: suspected misconduct, suspected violation of laws, review of incidents/events involving safety and risk management issues that occur, or as mutually agreed upon between the employee and his/her supervisor.

- B. In addition to the uses recognized in 32.1.A, surveillance cameras placed for monitoring various county criminal justice related activities, that may include courtrooms, offices, hallways, or other connecting areas, may be reviewed at any time where there is either real or potential safety and security issues of concern.

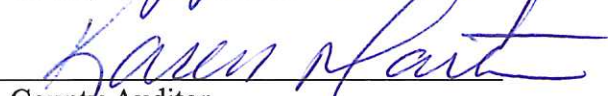
IN WITNESS THEREOF, the parties hereto set their hands this 4th April of ~~March~~ 2022.


FOR THE EMPLOYER:

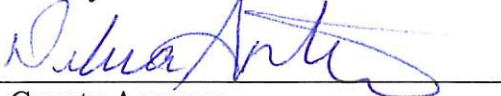

Chairman of the Board of
Commissioner

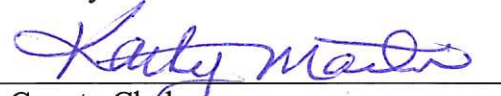

County Commissioner

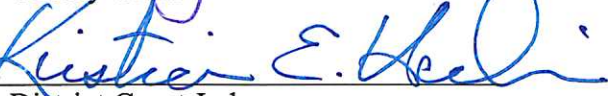

County Commissioner



County Auditor


County Treasurer

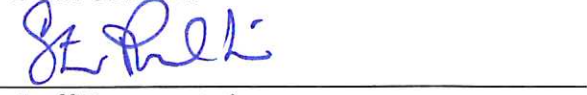

County Assessor

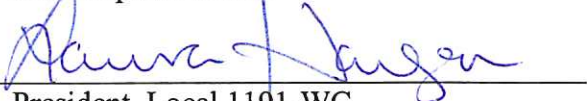

County Clerk


District Court Judge


Attest: Clerk of the Board

FOR UNION:


Staff Representative


President, Local 1191-WC

WALLA WALLA COUNTY CAREER PROGRESSION CHART GRADES 1-7

Eff. 1/1/22

3.50%

35 HRS 1820/yr

37.5 HRS 1950/yr

40 HRS 2080/yr

GRADE	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER
		A	B	C	D	E	F	G
1	Hrly Rate	16.21	17.01	17.84	18.73	19.68	20.66	21.69
	35.0	2,459	2,580	2,706	2,841	2,985	3,133	3,290
	37.5	2,634	2,764	2,899	3,044	3,198	3,357	3,525
	40.0	2,810	2,948	3,092	3,247	3,411	3,581	3,760
2	Hrly Rate	17.84	18.73	19.68	20.66	21.69	22.77	23.90
	35.0	2,706	2,841	2,985	3,133	3,290	3,453	3,625
	37.5	2,899	3,044	3,198	3,357	3,525	3,700	3,884
	40.0	3,092	3,247	3,411	3,581	3,760	3,947	4,143
3	Hrly Rate	19.78	20.75	21.79	22.86	24.01	25.21	26.49
	35.0	3,000	3,147	3,305	3,467	3,642	3,824	4,018
	37.5	3,214	3,372	3,541	3,715	3,902	4,097	4,305
	40.0	3,429	3,597	3,777	3,962	4,162	4,370	4,592
4	Hrly Rate	21.70	22.78	23.91	25.10	26.33	27.66	29.04
	35.0	3,291	3,455	3,626	3,807	3,993	4,195	4,404
	37.5	3,526	3,702	3,885	4,079	4,279	4,495	4,719
	40.0	3,761	3,949	4,144	4,351	4,564	4,794	5,034
5	Hrly Rate	23.90	25.09	26.32	27.64	29.02	30.46	31.98
	35.0	3,625	3,805	3,992	4,192	4,401	4,620	4,850
	37.5	3,884	4,077	4,277	4,492	4,716	4,950	5,197
	40.0	4,143	4,349	4,562	4,791	5,030	5,280	5,543
6	Hrly Rate	26.35	27.68	29.06	30.51	32.03	33.65	35.31
	35.0	3,996	4,198	4,407	4,627	4,858	5,104	5,355
	37.5	4,282	4,498	4,722	4,958	5,205	5,468	5,738
	40.0	4,567	4,798	5,037	5,288	5,552	5,833	6,120
7	Hrly Rate	29.12	30.56	32.09	33.70	35.38	37.13	38.99
	35.0	4,417	4,635	4,867	5,111	5,366	5,631	5,913
	37.5	4,732	4,966	5,215	5,476	5,749	6,034	6,336
	40.0	5,047	5,297	5,562	5,841	6,133	6,436	6,758

2022 Grandfathered
Non-Represented Employees
Salary Schedule

PAY RANGE NUMBER	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER
		A	B	C	D	E	F	G
19	Hrly Rate	16.94	17.79	18.68	19.61	20.59	21.62	22.70
	35.0	2,569	2,698	2,833	2,974	3,123	3,279	3,443
	37.5	2,753	2,891	3,036	3,187	3,346	3,513	3,689
	40.0	2,936	3,084	3,238	3,399	3,569	3,747	3,935
20	Hrly Rate	17.79	18.68	19.61	20.59	21.62	22.70	23.84
	35.0	2,698	2,833	2,974	3,123	3,279	3,443	3,616
	37.5	2,891	3,036	3,187	3,346	3,513	3,689	3,874
	40.0	3,084	3,238	3,399	3,569	3,747	3,935	4,132
21	Hrly Rate	18.68	19.61	20.59	21.62	22.70	23.84	25.03
	35.0	2,833	2,974	3,123	3,279	3,443	3,616	3,796
	37.5	3,036	3,187	3,346	3,513	3,689	3,874	4,067
	40.0	3,238	3,399	3,569	3,747	3,935	4,132	4,339
22	Hrly Rate	19.61	20.59	21.62	22.70	23.84	25.03	26.28
	35.0	2,974	3,123	3,279	3,443	3,616	3,796	3,986
	37.5	3,187	3,346	3,513	3,689	3,874	4,067	4,271
	40.0	3,399	3,569	3,747	3,935	4,132	4,339	4,555
23	Hrly Rate	20.59	21.62	22.70	23.84	25.03	26.28	27.59
	35.0	3,123	3,279	3,443	3,616	3,796	3,986	4,184
	37.5	3,346	3,513	3,689	3,874	4,067	4,271	4,483
	40.0	3,569	3,747	3,935	4,132	4,339	4,555	4,782
24	Hrly Rate	21.62	22.70	23.84	25.03	26.28	27.59	28.97
	35.0	3,279	3,443	3,616	3,796	3,986	4,184	4,394
	37.5	3,513	3,689	3,874	4,067	4,271	4,483	4,708
	40.0	3,747	3,935	4,132	4,339	4,555	4,782	5,021
25	Hrly Rate	22.70	23.84	25.03	26.28	27.59	28.97	30.42
	35.0	3,443	3,616	3,796	3,986	4,184	4,394	4,614
	37.5	3,689	3,874	4,067	4,271	4,483	4,708	4,943
	40.0	3,935	4,132	4,339	4,555	4,782	5,021	5,273
26	Hrly Rate	23.84	25.03	26.28	27.59	28.97	30.42	31.94
	35.0	3,616	3,796	3,986	4,184	4,394	4,614	4,844
	37.5	3,874	4,067	4,271	4,483	4,708	4,943	5,190
	40.0	4,132	4,339	4,555	4,782	5,021	5,273	5,536

Based on 2022 Schedule; Increased by 3.50%

2022 Grandfathered
Non-Represented Employees
Salary Schedule

PAY RANGE NUMBER	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER
27	Hrly Rate	25.03	26.28	27.59	28.97	30.42	31.94	33.54
	35.0	3,796	3,986	4,184	4,394	4,614	4,844	5,087
	37.5	4,067	4,271	4,483	4,708	4,943	5,190	5,450
	40.0	4,339	4,555	4,782	5,021	5,273	5,536	5,814
28	Hrly Rate	26.28	27.59	28.97	30.42	31.94	33.54	35.22
	35.0	3,986	4,184	4,394	4,614	4,844	5,087	5,342
	37.5	4,271	4,483	4,708	4,943	5,190	5,450	5,723
	40.0	4,555	4,782	5,021	5,273	5,536	5,814	6,105
29	Hrly Rate	27.59	28.97	30.42	31.94	33.54	35.22	36.98
	35.0	4,184	4,394	4,614	4,844	5,087	5,342	5,609
	37.5	4,483	4,708	4,943	5,190	5,450	5,723	6,009
	40.0	4,782	5,021	5,273	5,536	5,814	6,105	6,410
30	Hrly Rate	28.97	30.42	31.94	33.54	35.22	36.98	38.83
	35.0	4,394	4,614	4,844	5,087	5,342	5,609	5,889
	37.5	4,708	4,943	5,190	5,450	5,723	6,009	6,310
	40.0	5,021	5,273	5,536	5,814	6,105	6,410	6,731
31	Hrly Rate	30.42	31.94	33.54	35.22	36.98	38.83	40.77
	35.0	4,614	4,844	5,087	5,342	5,609	5,889	6,183
	37.5	4,943	5,190	5,450	5,723	6,009	6,310	6,625
	40.0	5,273	5,536	5,814	6,105	6,410	6,731	7,067
32	Hrly Rate	31.94	33.54	35.22	36.98	38.83	40.77	42.81
	35.0	4,844	5,087	5,342	5,609	5,889	6,183	6,493
	37.5	5,190	5,450	5,723	6,009	6,310	6,625	6,957
	40.0	5,536	5,814	6,105	6,410	6,731	7,067	7,420
33	Hrly Rate	33.54	35.22	36.98	38.83	40.77	42.81	44.95
	35.0	5,087	5,342	5,609	5,889	6,183	6,493	6,817
	37.5	5,450	5,723	6,009	6,310	6,625	6,957	7,304
	40.0	5,814	6,105	6,410	6,731	7,067	7,420	7,791

Based on 2022 Schedule; Increased by 3.50%