



AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS WALLA
WALLA, WASHINGTON

And



TEAMSTERS LOCAL UNION NO. 839 REPRESENTING WALLA WALLA
COUNTY CORRECTIONS

2019-2021

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INTRODUCTION

THIS AGREEMENT is entered into by and between the Walla Walla County Board of County Commissioners ("County" or "Employer"), and the Teamsters Local Union No. 839, hereinafter referred to as the Union.

PURPOSE AND INTENT

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

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

ARTICLE I - RECOGNITION

- 1.1 The County recognizes the Union as the bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all the full-time and regular part-time employees of the Walla Walla County Corrections Department with the exception of Management employees, Executive Assistant, Warrant Clerk, and confidential employees.
- 1.2 Regular part-time employees are defined for the purposes of this Agreement as employees regularly scheduled throughout the calendar year to work greater than or equal to twenty-five (25) hours per week but less than thirty-three (33) hours per week.
- 1.3 This labor Agreement shall not apply in any manner to seasonal or temporary employees.
- 1.4 Probationary Employee: An employee hired in a regular position of employment as defined in this Article hereinabove, who has completed less than the initial twelve (12) month period of continuous employment in the position. During the probationary period, the employee shall be on a trial basis and shall be subject to discharge without cause and without recourse. Probationary Employees are considered regular employees for the purpose of wages, benefits, and other terms or conditions of employment contained herein.

ARTICLE II - MANAGEMENT RIGHTS

2.1 The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the County has not specifically abridged, delegated, or modified by this Agreement are retained by the County. These rights include, but are not limited to, the rights to:

Plan, direct and control all operations and services of the County, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;

Determine the methods, means, and organization by which County operations and services shall be undertaken and accomplished;

Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for just cause;

Assign work, schedule the hours of work, alter work schedules and authorize overtime;

Establish the duties and responsibilities of positions and employees;

Establish and implement policies and procedures for evaluating the performance of employees;

Determine the kind and location of facilities and the location at which work will be performed;

Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;

Recruit, hire and promote employees based on standards established by the County; and

Determine the need for additional training and assign employees to complete any such training.

The above management rights shall not be exercised in a manner that conflicts with County ordinances, personnel rules or this Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decisions and impacts of the decisions that affect hours, wages and working conditions.

ARTICLE III – NO STRIKE – NO LOCKOUT

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

ARTICLE IV - NONDISCRIMINATION

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

ARTICLE V – UNION SECURITY AND CHECKOFF OF DUES

- 5.1 DUES AND FEES: Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union except for errors or omissions by the Employer.
- 5.2 EMPLOYEES AND ORIENTATION MEETING: Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee. The Union will provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions. The Employer shall allow a Union representative 30 Minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE VI – UNION ACCESS

- 6.1 The Employer shall admit to the Walla Walla County Jail during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the Employer.
- 6.2 All bargaining employees have the right to keep their personal information, including home address, protected from disclosure to third parties consistent with the Public Records Act, RCW 42.56 (with limited exceptions, including release to exclusive bargaining representatives to fulfill their obligations to represent all bargaining unit employees).

ARTICLE VII - EMPLOYEE RIGHTS

- 7.1 An employee shall have the right upon request to inspect his/her personnel file in the presence of the Employer or his/her designee at a reasonable time during the workday and said request shall be granted not later than two (2) days after the request. No material referring to the employee's competence shall be placed in the file without the employee's signature and the opportunity to attach his/her comments. A copy of any entry to his/her file will be given to the employee.
- 7.2 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.
- 7.3 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by circulating memorandum, and the new rule or procedure shall be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE VIII WORK SCHEDULE

8.1 Hours of Work and Overtime:

8.1.1 The regular work week shall be five (5) consecutive days, not to exceed eight (8) hours per day, with two (2) consecutive days off, or four (4) consecutive ten (10) hour days, if ten (10) hour shifts are implemented pursuant to Section 8.1.2, two (2), three (3), or four (4) consecutive twelve (12) hour days, if twelve (12) hour shifts are implemented pursuant to Section 8.1.3. All hours worked by an employee in excess of eight (8) hours in a work day, or forty (40) hours in a work week will be paid at the rate of one and one-half (1 ½) times the regular hourly rate, except as set forth elsewhere in this Agreement. A workday shall be defined as twenty-four (24) hour period commencing with the start of any employee's regular shift. All overtime hours must be approved by the employee's immediate Supervisor prior to working the overtime.

8.1.2 If ten (10) hour shifts are implemented, then an employee that works in excess of ten (10) hours will be paid at the rate of one and one-half (1 ½) times the regular hourly rate. An employee that works more than fourteen (14) consecutive hours shall receive two (2) times the regular hourly rate.

8.1.3 If twelve (12) hour shifts are implemented, then an employee that works in excess of twelve (12) hours will be paid at the rate of one and one-half (1 ½) times the

regular hourly rate, or in excess of 171 hours in a 28-day 7(k) work cycle.

8.1.4 The Corrections Department shall have the authority to use temporary correction officers to fill in for vacations, leaves of absences and extended illnesses when such use is necessary to avoid extensive overtime obligations. Such temporary corrections officers will only be used after bargaining unit corrections officers have been offered such coverage opportunities. The use of temporary corrections officers shall be limited to those who are either Washington State Certified Corrections Officers in good standing or who possess a substantial equivalency. Temporary officers shall be paid at least the Step 1 hourly rate as provided for in this Agreement. Temporary officers shall not otherwise be covered under the terms and conditions of this Agreement.

8.1.5 In the event that a non-emergent event, including training or similar occurrence, requires that an employee's work schedule be changed, the Director of Corrections or designee shall inform the affected employee of such schedule change as soon as the need for the change is confirmed.

8.1.6 Bidding for Shifts - All Corrections Officers who have completed probation and the Corrections Officer Academy are eligible to bid annually for shifts based on seniority. Bids will be solicited no later than November 1st for the following calendar year. The Shift Bid Sheet will be posted in the break room for a minimum of 30 calendar days. Corrections Officers who have not completed probation or the Corrections Officer Academy will be assigned to shifts first, then available slots on each shift will be assigned by seniority. The rotation of the shifts will be posted along with the seniority sign ups. Administration reserves the right to make adjustments to the shift assignments due to unplanned events or to meet certain policy requirements. These events may include but are not limited to, immediate vacancies, personnel investigations/discipline, conflicts, temporary facility needs or other unforeseen emergencies. Policy requirements include but are not limited to, nepotism, female corrections officer staffing, special assignments, balancing seniority and managing work performance issues etc. If there is a post-bid adjustment, the union may request a meeting to discuss the Employer's rationale for the adjustment.

8.2 Call in Pay:

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

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

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

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

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

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

- 8.3 Compensatory Time: Employees may elect to accrue compensatory leave in lieu of overtime pay. Compensatory time shall be earned at the rate of one and one-half (1½) times the hours worked. Compensatory time may be accumulated up to sixty (60) hours. An employee may schedule up to forty (40) hours of their accrued compensatory time pursuant to the system provided for in Section 11.2 of this Agreement applying to vacation scheduling. All compensatory time not scheduled as provided in Section 11.2 shall be scheduled by mutual agreement of the Employer and the employee.
- 8.4 Court Time: Any employee who is required to appear and/or testify in court outside of the regular duty hours shall be paid a minimum of two (2) hours at the rate of time and one-half (1½) the regular rate of pay while in or awaiting court.
- 8.5 Training Time: Any employee who is required to attend job training during off-duty hours whether in the County or outside of the County will be given a choice between compensatory time on a one and one-half (1½) hour basis or be paid at the rate of one and one-half (1½) times the regular hourly rate.
- 8.6 No Duplication of Overtime Pay Involving Same Hours: Nothing contained in this Agreement shall be interpreted as allowing duplication or a pyramiding of holiday, daily,

or weekly overtime payments involving the same hours worked.

ARTICLE IX – SENIORITY

Seniority as applied in this Agreement shall be defined and calculated as continuous service since the most recent date of hire with the Walla Walla County Corrections Department, subject to the following conditions:

- 9.1 Seniority provisions shall not apply to new employees until completion of their probationary period.
- 9.2 An employee's continuous service shall be considered broken by voluntary resignation, layoff of over eighteen (18) months, leave of absence in excess of 12 months, (except in case of work-related injury or military leave), discharge for just cause, or retirement.
- 9.3 This definition of seniority shall be used in this agreement any time benefits are related to length of service within the Walla Walla County Corrections Department

ARTICLE X – LAY OFF AND RECALL

- 10.1 The Employer will be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.
- 10.2 The Employer will give as much notice as practicably possible, but not less than two (2) weeks, to designated employees.
- 10.3 When the Employer determines that a lay off is necessary, the Employer will determine the affected classifications and the number of employees to be laid off. The Union's area representative will be notified of the classifications and number of employees designated for reduction as soon as the determination is made. When the Employer determines which employee(s) and classification(s) are to be laid off, the Employer will implement a layoff in accordance with County Personnel Policy.

ARTICLE XI VACATIONS

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

<u>YEARS OF CONTINUANCE SERVICE</u>	<u>HOURS PER YEAR</u>	<u>MAXIMUM ACCRUAL</u>
1	104	136
2	112	144
3	128	176

4	144	208
5	168	240
7 and over	184	240

11.2 Vacation Times: Employees shall be permitted to choose either a split or entire vacation except that an employee must use eighty (80) hours of vacation per year. Whenever possible, employees shall have the right to determine vacation time, but in any case, the vacation time shall be selected on the basis of seniority. Squad assignment will be posted by November 1. Selection of vacation time shall be done by January 31 of each year. If employees do not sign up for vacation by January 31, then the vacation scheduling shall be done on a first come, first-served basis without regard to seniority. The Employer shall respond to the employee's request for vacation in a reasonable manner. The supervisor shall attempt to respond within seven (7) working days of the date of submission. The parties recognize that the availability of vacation is related to the requestor's position and duties.

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

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

ARTICLE XII HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day

President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Two Floating Holidays	

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

B. In the event that an employee performs work on one of the above-named holidays, they shall receive one and one-half (1½) times their regular rate of pay plus eight (8) hours regular pay for work on such a holiday. Any employee who is on an approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday, and will not have their vacation accrual charged for that day. On a holiday worked that is a normal working day, the employee may elect to receive in addition to their normal days' pay, compensatory time on a one and one-half (1½) hour basis instead of holiday pay at time and one-half. On a holiday worked that is the employee's normal day off, the employee may elect to receive in addition to their normal days' pay, compensatory time on a one-half (1½) hour basis instead of holiday pay at time and one-half.

C. Holidays shall be observed on the actual day on which the holiday occurs without regard to the policies related to Friday/Monday holidays when the holiday occurs on a weekend.

D. An employee must work the day before and the day after the holiday in order to receive holiday pay, except for previously approved absences.

E. If any employee works over their regularly assigned duty shift on a holiday, they shall receive two (2) times their regular hourly rate plus eight (8) hours regular pay.

ARTICLE XIII SICK LEAVE

13.1 Sick Leave: Employees shall accrue sick leave at the rate of eight (8) hours each month worked. Leave usage shall be in accordance with County policy.

ARTICLE XIV - GENERAL MISCELLANEOUS LEAVES

14.1 Bereavement Leave: Upon written request, an employee shall be allowed bereavement leave of up to twenty-four (24) hours per year, to be paid at their regular rate. Additional bereavement leave may be granted upon approval of the Director of Corrections, using accrued sick leave. In circumstances involving travel two-hundred-

fifty (250) or more miles away from the County limits, the County may grant an employee an additional eight (8) or sixteen (16) paid hours' bereavement leave. Such requests shall be timely made to the employee's supervisor, for consideration and action by the County's Commissioners. Leave will be paid by the County in the event of the death of a spouse, child, adopted child, step child and siblings, parent, grandparent, step parent, sister, brother, and respective in-laws, or any person who makes the employee's home their established, permanent residence. It is intended that persons taking such leave shall actually attend the funeral of the member of the immediate family as per above and/or have to attend to pre- or post-burial matters.

- 14.2 Jury Duty: 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.
- 14.3 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 this 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. Effective upon ratification of this Agreement, the Employer will pay 100% of the employee premium and the \$37 monthly clothing allowance provided in Section 23.2 will be modified in accordance with that Section.
- 14.4 ABSENCE WITHOUT DULY AUTHORIZED LEAVE: No leave of absence, whether with or without pay, will be allowed unless authorized in advance. Absence without duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action including discharge/termination. An unauthorized absence from duty for three (3) consecutive days shall constitute separation or termination from service and result in immediate termination.

ARTICLE XV - NOTICE OF TERMINATION

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

ARTICLE XVI – HEALTH AND WELFARE – DENTAL - INSURANCE

16.1 Effective January 1, 2019 through December 31, 2019, the Employer will pay a monthly contribution of \$1,221.00 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.

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

16.3 The Employer agrees to contribute dental insurance premium with annual maximum coverage of \$2,000.

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

16.5 Costs of each of the Health and Welfare Benefits described in 16.1 — 16.4 will be subtracted from the monthly contribution determined in 16.1.

16.6 Any excess funds that remain after an Employee has made Health and Welfare benefits selections may be applied to other County offered benefits for the Employee or dependents; or, any excess funds that remain may be designated to a Health Reimbursement Arrangement (HRA) VEBA account for the Employee.

16.7 The Employer agrees to provide the Employees' access to an Employee Assistance Program.

16.8 Effective January 1, 2020, the bargaining unit shall move to the following plans:

Medical - United Employees Benefits Trust (UEBT) Plan AV9

Vision - Included

Dental – D8 Dental Plan through UEBT with Orthodontia Rider \$11 or Willamette Dental

Employee Time Loss Plan B – Through WTWT

Life, LTD and EAP – Through WCIF

Employer Monthly Contribution - The Employer will pay no more for the above referenced plans than it pays for employees in other bargaining units and non-represented employees covered under the Washington Counties Insurance Fund (WCIF). If the above referenced plans are less costly than the Employer Monthly Contribution, any excess funds that remain may be designated to a Health Reimbursement Arrangement (HRA) VEBA account for the Employee.

16.9 If the Union's plan increases by 15% or more over the life of this Agreement, the parties agree to reopen this Section (16.8) in order to maintain the benefit of the bargain. This reopener shall expire on December 31, 2021 and shall not become part of the status quo in a successor labor agreement unless the parties mutually desire to continue it.

ARTICLE XVII - WAGES AND CLASSIFICATION

17.1 Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Appendix A. Effective upon ratification, the schedule for 2019 wages shall be increased by 2.64%. Effective January 1, 2020, the schedule for 2020 wages shall be increased by 2.5%. Effective January 1, 2021, the schedule for 2021 wages shall be increased by 2.5%.

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

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

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

17.3 Upon promotion to the Sergeant position, the permanent or acting Corrections Officer who is being paid at the "G" step on the wage scale will start at the Sergeant "B" Step.

ARTICLE XVIII - DISCIPLINE AND DISCHARGE

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

ARTICLE XIX - GRIEVANCE PROCEDURE

19.1 The parties hereto recognize the need for fairness and justice in the adjudication of Union and Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

- 19.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, or written agreements between these parties modifying this Agreement.
- 19.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee, the Union or the Employer. A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.
- 19.4 Grievances may be heard at any time where practical and feasible.
- 19.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer or his designee and the Union may extend the time limits by mutual agreement in writing. The term "working days" means Monday through Friday excluding holidays.
- 19.6 No grievances, other than grievances initiated by the Employer or the Union, shall be valid unless said grievance is submitted at Step 1 within fifteen (15) working days from its occurrence. If a grievance is not presented within fifteen (15) working days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If the grieving party does not respond within the specified time limits, the grieving party shall lose the grievance. If the party against whom the grievance is filed does not respond within the specified time limits, the grievance shall be automatically moved to the next step in the grievance procedure.
- 19.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's immediate supervisor (or his/her designee) within fifteen (15) working days from its occurrence. Management shall respond in writing to the grievance within fifteen (15) working days after receiving the grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the grievant at Step 1, then within fifteen (15) working days of the response in Step 1, above, the grievance shall be presented in writing to the supervisor. Thereafter, the Employer or designee shall respond in writing to the aggrieved employee and Union within fifteen (15) working days after receipt of the grievance.

A grievance filed by the Employer against the Union, or by the Union, must be initiated in writing at Step 2, and submitted to the Union Secretary Treasurer or the Employer, respectively, within fifteen (15) working days after the grieving party knew or reasonably

should have known of the event giving rise to the grievance.

The written response is due within fifteen (15) working days after receiving the grievance.

Step 3:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.
- (b) Notice – Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.
- (c) Arbitrator – Selection: After timely notice, the parties will select an arbitrator in the following manner:
 - (i) The parties shall attempt to select the arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected through the procedure as provided for in Step 3 (c)(ii), below.
 - (ii) In the event either party does not agree on an arbitrator, then and in that event, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, “copying” the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the list of eleven (11), then the two (2) parties shall meet and flip a coin. The losing party shall strike one (1) name from the list and communicate that party's choice to the other party. The winning party will strike one (1) name from said list and so on, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name shall be the arbitrator, and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.
- (d) Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
- (e) Limitations, Scope and Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter,

change or modify the provisions of this Agreement.

- (ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or written agreements between the parties modifying, or to determine whether there has been a violation of the terms of this Agreement or written agreements between the parties modifying this Agreement by either the employee or the Union.
 - (iii) The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated (unless the respondent party in writing agrees to an amendment of the question at the conclusion of Step 2). Said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
 - (iv) In conducting hearings, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
- (f) Arbitration Award – Damages – Expenses:
- (i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being fifteen (15) working days or less prior to the initial filing of the grievance.
 - (ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
 - (iii) The arbitrator shall not have authority to award punitive damages. In contract interpretation cases involving claims for back pay, the arbitrator shall be limited to no more than forty-five (45) days of retroactive compensation from the date the grievance was filed. In termination cases overturned through arbitration, the arbitrator shall limit his or her back pay award to a period of no more than twelve (12) months.
 - (iv) In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court.
 - (v) Each party hereto shall pay the expenses of their own representatives and attorneys, witnesses, and other costs associated with the presentation of their case, as well as one-half (1/2) the expenses of the arbitrator.
- (vi) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs,

shall be shared equally.

ARTICLE XX - UNION REPRESENTATIVES

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

ARTICLE XXI - NONREDUCTION IN BENEFITS

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

ARTICLE XXII - SPECIAL DUTY COMPENSATION

- 22.1 Employees designated by the Director of Corrections or designee as Acting Shift Officer in Charge when no other superior is present or assigned to the shift, and there are at least two (2) other employees on the shift, shall receive compensation for time in this designation consistent with current practice.

22.2 Field Training Officers and Certified Instructors: Field Training Officers shall receive a fifty (50) cent premium per hour while actually training a trainee. Certified Instructors shall receive a fifty (50) cent premium per hour while actually instructing department-authorized training.

ARTICLE XXIII - GENERAL PROVISIONS

- 23.1 Equipment: The County shall continue to furnish such equipment as it has currently furnished in the past, and whenever possible, furnish additional equipment that will promote the safety and welfare of the Union members and will aid in the efficient performance of their duties.

23.2 Clothing Allowance: The Corrections Department shall issue all uniform clothing which employees are required to wear, excluding footwear. Each employee required to wear a uniform shall receive a cleaning allowance of \$37.00 per month until ratification of this Agreement. Upon ratification, the Employer will pay the employees' portion of the Paid Family Medical Leave (PFML) premium as described in Section 14.3 rather than the \$37.00 cleaning allowance. After paying the employee PFML premium in full, any remainder of the \$37.00 will be tracked separately in a fund dedicated to purchasing and providing class A or B uniforms. If the employee portion of the PFML premiums increases beyond \$37.00 per month, any such increases will be paid by the employee.

- 23.3 Personal Property: The County will repair or replace clothing, eye glasses, and personal property not to exceed actual cash value of such property that is damaged or destroyed in

the line of duty, up to a limit of \$200.00 dollars unless County insurance pays for an amount above the stated limit.

- 23.4 Light Duty: Light duty assignments shall be limited to a period of ninety (90) calendar days. The Union and the Employer may agree to one (1) ninety (90) day extension upon written request of the employee that is supported by medical necessity, and which does not otherwise disrupt the operation of the Corrections Department Office or create undue hardship on the County.

ARTICLE XXIV – BILL OF RIGHTS / INVESTIGATIONS

- 24.1 It is essential that public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. Additionally, the Employer has the right and the responsibility to seek out and discipline those whose inappropriate conduct impairs the effective operation of the Employer. The rights of the employee, the Employer, as well as those of the public, must be protected. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters in which an employee will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action, she/he will be afforded the safeguards set forth in this section.
- 24.2 Before any investigatory interview, the employee shall be informed of the nature of the matter or complaint in sufficient detail to reasonably apprise him/her of the matter, unless such notice would endanger the investigation.
- 24.3 Employees are entitled, at their option, to have a union representative present during any investigatory interview conducted by the Employer that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, the participating union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Employer's investigation.
- 24.4 When possible, the questioning shall be conducted at a reasonable hour, preferably at time when the employee is on duty, unless the seriousness of the investigation requires otherwise. When practicable, interrogations shall be scheduled for the daytime. If an interrogation occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular Employer procedures.
- 24.5 Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.
- 24.6 The employee will be required to cooperate with any investigation conducted by the Employer or a member agency. During any investigation into a non-criminal matter, the employee will be required to answer any questions asked that reasonably relate to his/her conduct, job performance, or fitness for duty. If the employee is required to answer questions as part of an investigation into potential criminal misconduct, the employee's responses may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding against the employee. An employee's failure to cooperate with an investigation and/or to answer questions during an investigation will be considered insubordination and may be the subject of disciplinary action in and of itself,

- including dismissal.
- 24.7 Employees shall not be subjected to any offensive language, nor shall investigators make promises or offer rewards as an inducement to answer questions.
- 24.8 The Employer may place employees on paid administrative leave during investigations where appropriate to protect the employee/other employees/agency operations, to limit disruptions within the workplace, or to protect the integrity of the investigation. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave, consistent with the foregoing, is not discipline and is not subject to the grievance procedure. *[Note: this paragraph addresses only the use of administrative leave in an investigatory context, not leave given or assigned for other purposes, such as to allow a corrections officer to recover from a traumatic incident.]*
- 24.9 Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed of the results, i.e., whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

ARTICLE XXV - INTEGRATION CLAUSE

- 25.1 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.
- 25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any and all matters deemed a proper subject for collective bargaining. The result of the exercise of this right and opportunity are set forth in this Agreement.
- 25.3 The parties further agree that this Agreement may be amended only by the written mutual consent of the parties at any time during its terms.

ARTICLE XXVI SAVINGS CLAUSE

- 26.1 If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Agreement and Addendum will not be affected thereby. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVII - MOONLIGHTING

- 27.1 In the event an employee takes a second job, he/she must request approval from the Director of Corrections. The Director of Corrections may set reasonable standards for such employment based on the nature of the job and the requirements of the Corrections Department including prohibiting any off-duty employment due to safety or conflict of interest concerns, or in light of department policy.

ARTICLE XXVIII - NEPOTISM

- 28.1 Nepotism is prohibited as described in the Walla Walla County Corrections Department and County Policies.

ARTICLE XXIX - DURATION

- 29.1 Except as specifically provided for herein, this Agreement shall be effective as of the ratification of the agreement and shall remain in full force and effect until December 31, 2021. 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 16 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 13 in order to avoid and/or minimize penalties, taxes, fines or increased costs to meet the requirements of ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.

ARTICLE XXX
TERM OF AGREEMENT

24.1 This Agreement will become effective upon ratification by the bargaining unit and adoption by the Board of County Commissioners, except as otherwise indicated in this Agreement, and will remain in effect until the 31st day of December 2021.

24.2 This Agreement shall remain in full force and effect until December 31, 2021. Either party can reopen negotiations on all parts of this agreement one hundred and eighty (180) days prior to termination date by submission of such request in writing to the other party.


IN WITNESS WHEREOF, the parties have hereto set their hands this 3rd day of June, 2019. *(corrected)*

FOR THE UNION:

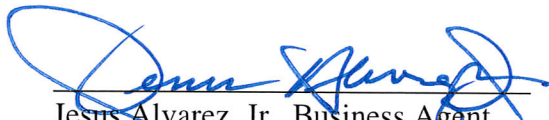
Teamsters Local Union No. 839

FOR THE EMPLOYER:

Walla Walla County by


Russell Shjerven, Secretary-Treasurer *5-30-19*


Todd L. Kimball, Chairman


Jesus Alvarez, Jr., Business Agent


James K. Johnson, Commissioner


Gregory A. Tompkins, Commissioner

APPENDIX A – Corrections Union 2019 Salary Schedule

CORRECTIONS OFFICERS

YEARS	Sergeant											
	A	B	C	D	E	F	G	H	A	B	C	
	0-6 mos	6 mos-1.5 yr	1.5 yr -3 yr	3 yr - 5 yr	5 yr - 7 yr	7 yr - 9 yr	9 yr - 11 yr	11 yrs +	0-1	1-5	5 +	
2012	\$ 3,029.16	\$ 3,180.62	\$ 3,339.65	\$ 3,506.63	\$ 3,681.96	\$ 3,866.06	\$ 4,059.36	\$ 4,262.33	\$ 4,221.74	\$ 4,432.82	\$ 4,654.46	
2013	\$ 3,094.59	\$ 3,249.32	\$ 3,411.79	\$ 3,582.37	\$ 3,761.49	\$ 3,949.57	\$ 4,147.05	\$ 4,354.40	\$ 4,312.93	\$ 4,528.57	\$ 4,755.00	
2014	\$ 3,129.25	\$ 3,285.71	\$ 3,450.00	\$ 3,622.50	\$ 3,803.62	\$ 3,993.80	\$ 4,193.49	\$ 4,403.17	\$ 4,361.23	\$ 4,579.29	\$ 4,808.26	
2015	\$ 3,179.32	\$ 3,338.28	\$ 3,505.20	\$ 3,680.46	\$ 3,864.48	\$ 4,057.70	\$ 4,260.59	\$ 4,473.62	\$ 4,431.01	\$ 4,652.56	\$ 4,885.19	
2016	\$ 3,227.01	\$ 3,388.36	\$ 3,557.78	\$ 3,735.66	\$ 3,922.45	\$ 4,118.57	\$ 4,324.50	\$ 4,540.72	\$ 4,497.48	\$ 4,722.35	\$ 4,958.47	
2017	\$ 3,307.68	\$ 3,473.07	\$ 3,646.72	\$ 3,829.06	\$ 4,020.51	\$ 4,221.53	\$ 4,432.61	\$ 4,654.24	\$ 4,609.91	\$ 4,840.41	\$ 5,082.43	
2018	\$ 3,387.06	\$ 3,556.42	\$ 3,734.24	\$ 3,920.96	\$ 4,117.00	\$ 4,322.85	\$ 4,538.99	\$ 4,765.94	\$ 4,720.55	\$ 4,956.58	\$ 5,204.41	
2019	\$ 3,476.48	\$ 3,650.31	\$ 3,832.82	\$ 4,024.47	\$ 4,225.69	\$ 4,436.97	\$ 4,658.82	\$ 4,891.76	\$ 4,845.17	\$ 5,087.43	\$ 5,341.80	

CORRECTIONS OFFICERS

		Sergeant									
		B	C	D	E	F	G	H	A	B	C
		0 - 1 yr	1 yr - 2.5 yrs	2.5 - 4.5 yrs	4.5 - 6.5 yrs	6.5 - 8.5 yrs	8.5 - 10.5 yrs	10.5 yrs +	0 - 1	1 - 5	5 +
2012		\$ 3,180.62	\$ 3,339.65	\$ 3,506.63	\$ 3,681.96	\$ 3,866.06	\$ 4,059.36	\$ 4,262.33	\$ 4,221.74	\$ 4,432.82	\$ 4,654.46
2013	2.16%	\$ 3,249.32	\$ 3,411.79	\$ 3,582.37	\$ 3,761.49	\$ 3,949.57	\$ 4,147.05	\$ 4,354.40	\$ 4,312.93	\$ 4,528.57	\$ 4,755.00
2014	1.12%	\$ 3,285.71	\$ 3,450.00	\$ 3,622.50	\$ 3,803.62	\$ 3,993.80	\$ 4,193.49	\$ 4,403.17	\$ 4,361.23	\$ 4,579.29	\$ 4,808.26
2015	1.60%	\$ 3,338.28	\$ 3,505.20	\$ 3,680.46	\$ 3,864.48	\$ 4,057.70	\$ 4,260.59	\$ 4,473.62	\$ 4,431.01	\$ 4,652.56	\$ 4,885.19
2016	1.50%	\$ 3,388.36	\$ 3,557.78	\$ 3,735.66	\$ 3,922.45	\$ 4,118.57	\$ 4,324.50	\$ 4,540.72	\$ 4,497.48	\$ 4,722.35	\$ 4,958.47
2017	2.50%	\$ 3,473.07	\$ 3,646.72	\$ 3,829.06	\$ 4,020.51	\$ 4,221.53	\$ 4,432.61	\$ 4,654.24	\$ 4,609.91	\$ 4,840.41	\$ 5,082.43
2018	2.40%	\$ 3,556.42	\$ 3,734.24	\$ 3,920.96	\$ 4,117.00	\$ 4,322.85	\$ 4,538.99	\$ 4,765.94	\$ 4,720.55	\$ 4,956.58	\$ 5,204.41
2019	2.64%	\$ 3,650.31	\$ 3,832.82	\$ 4,024.47	\$ 4,225.69	\$ 4,436.97	\$ 4,658.82	\$ 4,891.76	\$ 4,845.17	\$ 5,087.43	\$ 5,341.80

KITCHEN MANAGER

		A	B	C	D	E	F	G
		first 6 mos.	next 12 mos.	next 18 mos.	next 24 mos.	next 24 mos.	next 24 mos.	there after
2019	2.64%	\$ 3,460.00	\$ 3,631.00	\$ 3,812.00	\$ 4,001.00	\$ 4,198.00	\$ 4,408.00	\$ 4,630.00

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

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

* Any jailer located in Step "G" or "H" step on the wage scale promoted to Sergeant "B" step. (Section 17.3)