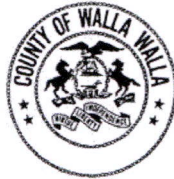


# **COLLECTIVE BARGAINING AGREEMENT**

**2018-2021**



**Walla Walla County  
Board of Commissioners and Sheriff**

**Between**



**Teamsters Local Union No. 839**

**Representing the  
Walla Walla County Sheriff's Office Administrative Support Employees**

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## **Introduction**

This Agreement, made and entered into by and between the Walla Walla County Sheriff and Board of County Commissioners, hereinafter referred to as the "County" or "Employer," and the Teamsters Local Union No. 839, hereinafter referred to as the Union.

## **Article I** **RECOGNITION**

The County recognizes Teamsters Local No. 839 (Union) as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for all full-time and part-time non-commissioned, non-supervisory employees of the Walla Walla County Sheriff's Office in the Support Services job class and the Civil Process job class; excluding supervisors, confidential employees, covered by chapter 41.14 RCW and all other employees.

## **ARTICLE II** **MANAGEMENT RIGHTS**

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

- 2.1 Plan, direct and control all operations and services of the Employer, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
- 2.2 Determine the methods, means, and organization by which Employer operations and services shall be undertaken and accomplished;
- 2.3 Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause;
- 2.4 Assign work, schedule the hours of work, alter work schedules and authorize overtime;
- 2.5 Establish the duties and responsibilities of positions and employees;
- 2.6 Establish and implement policies and procedures for evaluating the performance of employees;



- 2.7 Determine the kind and location of facilities and the location at which work will be performed;
- 2.8 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;
  - a. Recruit, hire and promote employees based on standards established by the Employer; and
  - b. 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 Employer 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**

### **EMPLOYEE RIGHTS**

3.1 An employee has the right upon request to inspect his/her personnel file in the presence of the Sheriff or his/her command staff at a reasonable time during the work day and said request will be granted not later than two (2) days after the request. No material referring to the employee's performance will be placed in the file without the employee's opportunity to acknowledge receipt and attach his/her comments. A copy of any entry to his/her file will be given to the employee.

3.2 Bulletin Board: 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 Sheriff or designee will have the right to discontinue the availability of said Union bulletin board.

3.3 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, an employee whose work assignment is affected will be notified at a reasonable time 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 will be resolved through the grievance procedure.



## **ARTICLE IV**

### **CHECKOFF**

4.1 Upon written authorization of the employee, the County agrees to deduct Union dues and assessments, certified to be current by the Union, once a month. The total amount of the deduction shall be remitted monthly by the Employer to the Union.

4.2 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

## **ARTICLE V**

### **UNION ACCESS**

5.1 The Sheriff shall admit to the Walla Walla County Sheriff's Office 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 Sheriff's Office. Such Union representative(s) shall make arrangements for such visits with the Sheriff or their designated representative before entering the Sheriff's Office.

5.2 To the extent allowed by law, the employer will provide the exclusive bargaining representative reasonable access to new employees in the bargaining unit for the purpose of presenting information about the union to the new employee.

5.3 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 VI**

### **TYPES OF EMPLOYMENT**

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

6.2 Full-time Employee: An employee working forty (40) hours per work week.

6.3 Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per work week but at least ninety (90) hours per calendar month. A part-time employee is entitled to pro-rated sick leave, vacation, and paid holidays.

6.4 Probationary Employee: An employee will be on probation during the first twelve (12) months of full-time employment in each job classification. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period with notification to the Union. All part time employees will serve a probationary period of two thousand, eighty hours (2,080). If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

6.5 Temporary Employee: An employee hired to fill a position either full-time or part-time not to exceed five (5) months of seventy (70) or more hours of compensated employment per month during a twelve (12)-month period. Temporary employees will not be entitled to the fringe benefits described within this Agreement; *i.e.*, insurance, vacation, etc.

## **ARTICLE VII**

### **SENIORITY**

Seniority as applied in this Agreement shall be defined and calculated as continuous service since the most recent date of hire with the Sheriff's Office, subject to the following conditions:

7.1 Seniority provisions shall not apply to new employees until completion of their probationary period.

7.2 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.

7.3 This definition of seniority shall be used in this agreement any time benefits are related to length of service within the Admin Services Division of the Sheriff's Office.

## **ARTICLE VIII**

### **HOURS OF WORK AND OVERTIME**

8.1 The work cycle shall consist of seven (7) consecutive days beginning at 00:00 Sunday and ending at 23:59 Saturday and the standard work week consist of five (5) consecutive eight (8) hour days with two (2) consecutive days of rest. Normal shift hours will be generally in accordance with past practices; provided however, the Walla Walla County Sheriff may modify the normal schedule of hours of work. Shift hours will be established by the Sheriff. Employees will be allowed sufficient time for lunch, normally one (1) hour.

8.2 Employees will be paid at the rate of time and one-half (1 ½) for hours worked in excess of forty (40) hours per seven (7) day work period or in excess of eight (8) hours per day. Paid or unpaid leave shall not constitute time worked for overtime purposes.

8.3 In lieu of overtime pay, an employee may request compensatory time off at the overtime rate. If taking compensatory time off would interfere with normal work requirements or



providing public services, as determined by the Sheriff, then overtime will be paid. Employees shall be allowed to accrue no more than sixty (60) hours of compensatory time. An employee must use banked compensatory time off prior to using annual leave, except when an employee has accrued the maximum amount of annual leave allowed.

8.4 Employees who are called outside of their regular shifts to attend meetings, training or court time will be paid the applicable hourly rate of one and one-half (1 ½) times the regular hourly rate for such meeting time or court time with a minimum of one (1) hour for each such event.

8.5 If 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 one (1) hour at the overtime rate of pay (one and one-half 1 ½ times regular hourly rate). 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 one (1) hour period.

## **ARTICLE IX**

### **LAYOFF AND RECALL**

9.1 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.

9.2 The Employer will give as much notice as practicably possible, but not less than two (2) weeks, to designated employees.

9.3 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 Civil Service Rules and Regulations.

## **ARTICLE X**

### **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 XI**  
**LEAVE OF ABSENCE WITHOUT PAY**

11.1 An employee may be granted a leave of absence without pay up to twelve (12) months subject to the Sheriff's determination. An employee must request such leave from the Sheriff. The Sheriff may approve or disapprove such leave at his/her discretion. Leave requests will be made thirty (30) days prior to the anticipated start of leave except in the event of sickness.

11.2 Prior to approval of such leave, the employee and the Sheriff will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return subject to Civil Service Rules.

11.3 Leave of absence without pay will not be authorized in any case where such leave will operate to the detriment of the Sheriff's ability to provide service to the public. A leave of absence may or may not be granted at the discretion of the Sheriff.

**ARTICLE XII**  
**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.

**ARTICLE XIII**  
**SICK LEAVE**

Sick leave shall be provided in accordance with County policy.

**ARTICLE XIV**  
**BEREAVEMENT LEAVE**

14.1 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.

14.2 Additional bereavement leave may be granted upon approval of the Elected Official or Department Head, using accrued sick leave.

14.3 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.

14.4 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.

## **ARTICLE XV** **HOLIDAYS**

The following are holidays with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday After Thanksgiving	
Christmas Day	December 25 <sup>th</sup>

15.1 If operationally feasible, employees in the bargaining unit will be allowed to take either Christmas Eve or the day after Christmas off as an additional paid holiday provided that at no time may there be less than two (2) employees on duty during those days. Employees will rotate yearly on length of service with the Sheriff's Office.

15.2 An employee will not receive holiday pay if the employee is absent on his/her last scheduled work day prior to or the first scheduled work day following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

15.3 In addition, each employee is entitled to one (1) floating holiday annually after six (6) months of employment. In order for the employee to use the floating holiday, he/she must give

the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.

15.4 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For those employees whose regular work schedule work is Tuesday through Saturday, s/he will observe a Monday holiday on a Tuesday directly following the Monday holiday. If a holiday falls on a Saturday, s/he will observe the holiday on Saturday.

15.5 Effective the first of the month following the date of last signature on this Agreement, an employee who has prior authorization from the Sheriff or command staff to work on a Holiday (the observed day) will be paid at one and one-half (1-1/2) times the employee's regular straight time rate for the amount of hours worked on the observed day. The employee will also receive the additional eight (8) hours holiday pay at the employee's regular straight time rate.

## **ARTICLE XVI**

### **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:

#### YEARS OF CONTINUANCE SERVICE - HOURS PER YEAR - MAXIMUM ACCRUAL

1	104	136
2	112	144
3	128	176
4	144	208
5	168	240
7 and over	184	240

16.1 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. 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 written 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.

16.2 The Sheriff 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.



16.3 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) weeks' written notice, they thereby forfeit their right to all accrued vacation benefits as provided for in this Agreement. Employees who are involuntarily terminated shall be entitled to accrued vacation benefits as provided for in this Agreement.

## **ARTICLE XVII**

### **DISCIPLINE AND DISCIPLINARY PROCEDURES**

17.1 The Sheriff or his/her designee may discipline an employee only for just cause.

17.2 The parties agree that progressive and escalating levels of discipline are generally preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed will be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The Sheriff may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for such discipline.

17.3 Any employee under investigation for disciplinary action which may result in a permanent notation in his/her personnel file or which may result in suspension without pay, demotion or discharge, will, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

17.4 The provisions of this Article will not apply to newly hired employees serving a probationary period. Probationary employees will work under the provisions of this Agreement, but will be only on a trial basis, during which period they may be discharged without just cause and without any recourse.

17.5 Unless circumstances exist, which warrant immediate suspension or discharge, the employee will, before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and the Sheriff, and be informed of the nature of the charges, and the facts supporting them. The employee will be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

## **ARTICLE XVIII**

### **INVESTIGATIONS**

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 Employees shall not be subjected to any offensive language, nor shall investigators make promises or offer rewards as an inducement to answer questions.



18.8 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 dispatcher to recover from a traumatic call.]*

18.9 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 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 Sheriff 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 Sheriff. Thereafter, the Sheriff 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 Sheriff, 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**

### **SAVINGS CLAUSE**

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.

## **ARTICLE XXI**

### **SHOP STEWARDS**

21.1 Up to one (1) Union steward serving on the negotiating team during contract negotiations shall be excused from work in order to attend the equivalent of up to seven (7) full day negotiation sessions and shall not suffer a loss in wages as a result. After the equivalent of seven (7) full day sessions, a Union steward may use accrued vacation or compensatory time or conduct negotiations on unpaid status.

21.2 The Sheriff may exercise his or her discretion to extend the seven (7) days of paid status for negotiations if circumstances warrant an extension although no such exercise of discretion on this issue shall set a precedent or create a binding practice.

21.3 Upon written request, Union stewards may be excused, on unpaid status, to attend training provided by the Union, provided that adequate staffing levels are maintained at no additional cost to the Employer.



## ARTICLE XXII

### WAGES

2018 – implementation of the County's salary survey effective upon ratification

### Position

Grade

Support Services Clerk I	1
Support Services Clerk II	2
Support Services Specialist	3
Civil Process Officer	4

**See table below:**

	HOURS PER WEEK	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 18 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	NEXT 24 MONTHS	THERE AFTER
GRADE		A	B	C	D	E	F	G
1	Hrly Rate	14.52	15.24	15.99	16.79	17.63	18.51	19.44
	35.0	2,202	2,311	2,425	2,546	2,674	2,807	2,948
	37.5	2,360	2,477	2,598	2,728	2,865	3,008	3,159
	40.0	2,517	2,642	2,772	2,910	3,056	3,208	3,370
2	Hrly Rate	15.99	16.79	17.63	18.51	19.44	20.40	21.41
	35.0	2,425	2,546	2,674	2,807	2,948	3,094	3,247
	37.5	2,598	2,728	2,865	3,008	3,159	3,315	3,479
	40.0	2,772	2,910	3,056	3,208	3,370	3,536	3,711
3	Hrly Rate	17.72	18.60	19.52	20.49	21.51	22.59	23.72
	35.0	2,688	2,821	2,961	3,108	3,262	3,426	3,598
	37.5	2,880	3,023	3,172	3,330	3,495	3,671	3,855
	40.0	3,071	3,224	3,383	3,552	3,728	3,916	4,111
4	Hrly Rate	19.45	20.41	21.42	22.49	23.60	24.78	26.02
	35.0	2,950	3,096	3,249	3,411	3,579	3,758	3,946
	37.5	3,161	3,317	3,481	3,655	3,835	4,027	4,228
	40.0	3,371	3,538	3,713	3,898	4,091	4,295	4,510

2019 – assuming ratification in 2018, effective 1/1/19 - 80% of the June 2018 measure of the CPI-U Seattle-Tacoma-Bellevue.

2020 - assuming ratification in 2019, effective 1/1/20 - 80% of the June 2019 measure of the CPI-U Seattle-Tacoma-Bellevue.

2021 – assuming ratification in 2020, effective 1/1/21 - 80% of the June 2020 measure of the CPI-U Seattle-Tacoma-Bellevue.

For each year referenced herein the minimum CPI-U adjustment shall be limited to 1.5% and the maximum CPI-U adjustment shall be limited to 3.5%.

## **ARTICLE XXIII**

### **GENERAL PROVISIONS**

23.1 **OUT OF CLASS PAY:** Any employee under this Agreement who is assigned to perform the duties of a position in a higher classification due to an absence of an 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 5% greater than the assigned employee's current pay. The assignment shall be approved in writing in advance by Sheriff or his or her designee.

23.2 **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.

23.3 **BILINGUAL PAY:** The Bilingual Incentive Program is intended to provide translation and interpretation services for the Walla Walla County Sheriff's Office, utilizing Spanish speaking employees.

a. The procedures and administration of the Program will lie with the Employer, and will be based on the determination from the Sheriff or designee that there is a need for translation and interpretation services in the Sheriff's Office, requiring approval from the Board of County Commissioners.

b. 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.



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

23.4 Education: Employees who present to the Sheriff evidence of satisfactory completion of a two-year Associate Degree from an accredited institution will have the sum of Fifty Dollars (\$50.00) added to their base monthly salary. Employees who present to the Sheriff evidence of satisfactory completion of a four-year degree from an accredited institution will have the sum of Seventy-Five Dollars (\$75.00) added to their base monthly salary. Employees who present to the Sheriff evidence of satisfactory completion of a Masters of Arts, Sciences, or Education degree from an accredited institution will have the sum of One Hundred Dollars (\$100.00) added to their base monthly salary.

23.5 Ratification: Upon ratification by the bargaining unit and adoption by the Board of County Commissioners, bargaining unit employees shall receive a one-time lump sum of \$250, less applicable withholdings.

**ARTICLE XXIV**  
**TERM OF AGREEMENT**

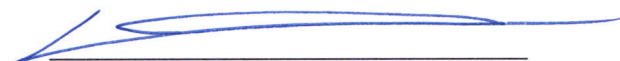
24.1 This Agreement will become effective upon ratification by the bargaining unit and adoption by the Board of County Commissioners, except as otherwise indicated in this Agreement, and will remain in effect until the 31<sup>st</sup> day of December, 2021.

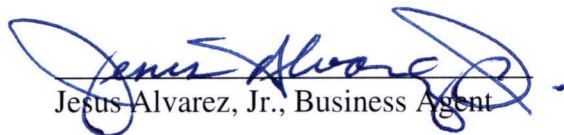
24.2 This Agreement shall remain in full force and effect until December 31, 2021. Either party can reopen negotiations on all parts of this agreement one hundred and eighty (180) days prior to termination date by submission of such request in writing to the other party.

IN WITNESS WHEREOF, the parties have hereto set their hands this 8<sup>th</sup> day of October, 2018, (County)

FOR THE UNION:


Teamsters Local Union No. 839

  
\_\_\_\_\_  
Russell Shjerven, Secretary-Treasurer


  
\_\_\_\_\_  
Jesus Alvarez, Jr., Business Agent

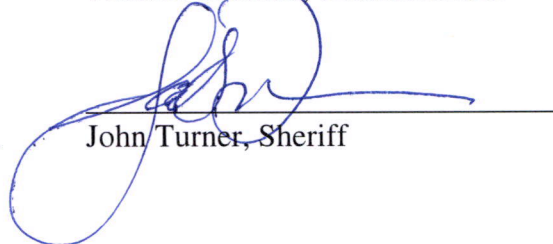
FOR THE EMPLOYER:

Walla Walla County by

  
\_\_\_\_\_  
James K. Johnson, Chairman

  
\_\_\_\_\_  
James L. Duncan, Commissioner

  
\_\_\_\_\_  
Todd L. Kimball, Commissioner

  
\_\_\_\_\_  
John Turner, Sheriff