

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 12/28/2021	<b>PREPARED BY:</b> Carlee Nave
<b>Meeting Date Requested:</b> 1/4/2022	<b>PRESENTED BY:</b> Eric Wyant
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> 2022-2024 Roads Collective Bargaining Agreement	
<b>FISCAL IMPACT:</b> \$43,734 wages and \$65,368 benefits for 2022 – budgeted expense (misc funds only)	
<b>BACKGROUND:</b> Bargaining teams have reached a tentative agreement after two negotiation sessions for the 2022-2024 Roads CBA.  Summary of settlement details (other than minor administrative edits, including date changes): Article 5.7 (was 2.7) – Add definition of anniversary date. Article 10.1 (was 17.1) – Add Juneteenth holiday and remove automatic escalator language for new holidays adopted by other legislative bodies. Article 10.2 (was 17.2) – Clean up language to clarify employee must be on County-paid leave to be eligible for holiday pay, due to conflict with PFML. Article 10.6 (new) – Add escalator if the County recognizes a new holiday. Article 11.3 (was 21.3) – Clean up jury duty language to align with current practice. Article 13 (was 20) – Cleaned up to remove extraneous language and align with current practice. Article 15.6 (was 9.6) – Add process for removal of document from file. Article 21.1 (was 23.1) – Increase County benefits contribution to 1,379.56/month for the life of the contract. Article 22.1 (was 16.1) – 3% wage increase for 2022, wages open for negotiations for 2023 and 2024.	
<b>RECOMMENDATION:</b> Parties below recommend ratification of the CBA as presented.	
<b>COORDINATION:</b> Negotiation teams representing the County and the Roads unit reached a tentative agreement which was ratified by the bargaining unit and the CBA has been signed by the Union Steward, R Salazar and Staff Representative, S Pinkerton. Legal Review was completed by J Johnson, Chief Civil Deputy Prosecuting Attorney/Risk Manager.	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  1. Resolution 2. Collective Bargaining Agreement	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf)    n/a – HR will distribute	

*I certify the above information is accurate and complete.*



Eric Wyant, Interim HR Director

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

***2022-2024 ROADS COLLECTIVE BARGAINING AGREEMENT***

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems entering into the attached agreement as being in the best interest of the Franklin County.

**NOW, THEREFORE, BE IT RESOLVED** the attached 2022-2024 Collective Bargaining Agreement, by and between Franklin County Board of County Commissioners and Local 874, Council 2 of the American Federation of State, County & Municipal Employees, AFL-CIO, is hereby approved by the Board.

***DATED*** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

ATTEST:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk of the Board

RESOLUTION NO:

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between:**

**FRANKLIN COUNTY, WASHINGTON**

**and**

**LOCAL 874, COUNCIL 2**

**of the**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**Covering**

**January 1, 2022 through December 31, 2024**

**for the**

**FRANKLIN COUNTY ROADS AND MOTOR VEHICLE  
DEPARTMENTS**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 – MEMBERSHIP .....	1
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 – DEFINITIONS .....	3
ARTICLE 6 – SENIORITY .....	4
ARTICLE 7 – LAYOFF AND RECALL.....	4
ARTICLE 8 – PAID TIME OFF (PTO) .....	6
ARTICLE 9 – HOURS OF WORK - OVERTIME - REST PERIODS .....	7
ARTICLE 10 – HOLIDAYS.....	9
ARTICLE 11 – LEAVES OF ABSENCE.....	10
ARTICLE 12 – FAMILY MEDICAL LEAVE (FML).....	11
ARTICLE 13 – ADJUSTMENT FOR WORKERS' COMPENSATION .....	11
ARTICLE 14 – CONDITIONS OF GENERAL APPLICATION .....	11
ARTICLE 15 – DISCIPLINE .....	13
ARTICLE 16 - GRIEVANCE PROCEDURE .....	15
ARTICLE 17 – UNIFORMS.....	17
ARTICLE 18 – CONDITIONS AND DURATION OF AGREEMENT.....	17
ARTICLE 19 – SAVINGS CLAUSE.....	18
ARTICLE 20 – NO STRIKE - NO LOCKOUT .....	18
ARTICLE 21 - INSURANCE COVERAGE .....	18
ARTICLE 22 – WAGES AND PAY PRACTICES.....	19
ARTICLE 23 – UNION ACTIVITIES .....	21
ARTICLE 24 – NEGOTIATIONS .....	22
ARTICLE 25 – NON-DISCRIMINATION.....	22
ARTICLE 26 – EMPLOYEE RIGHTS .....	22
ARTICLE 27 – SAFETY .....	23
ARTICLE 28 – LABOR MANAGEMENT COMMITTEE .....	24
ARTICLE 29 – TERM OF AGREEMENT .....	24
APPENDIX A - SALARY MATRIX.....	26
APPENDIX B - POSITION PLACEMENT ON SALARY MATRIX .....	26
APPENDIX C - LEARNING PERIODS.....	27

## **ARTICLE 1 - PREAMBLE**

This Agreement is made in conformity with Washington State Statutory provisions, by and between the Board of County Commissioners of Franklin County, hereinafter referred to as the County, and Local 874, American Federation of State, County and Municipal Employees, and the Washington State Council of County and City Employees, Council 2, hereinafter referred to as the Union.

## **ARTICLE 2 – RECOGNITION**

- 2.1 **Scope of Unit.** The County recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the County Roads and Motor Vehicle Divisions of Public Works, excluding confidential employees, supervisory employees, engineers, and all other employees excluded by RCW 41.56.
- 2.2 **Binding Effect of Agreement.** Agreements reached between the parties to this Agreement shall become effective only when signed by the President of Local 874, the Representative of Washington State Council 2, and the Franklin County Board of Commissioners.
- 2.3 **Notice.** Copies of correspondence and notifications when required by this Agreement will be provided to the President of Local 874, the Human Resources Director, and the Public Works Director, unless otherwise specified in this Agreement.

## **ARTICLE 3 – MEMBERSHIP**

The County recognizes the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the bargaining unit. The County shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

- 3.1 **Dues and Fees.** When an employee provides written authorization, to the County and to the Union, the County will deduct from the employee's salary an amount equal to dues or service fees required to be a member or represented by the Union. The County will transmit to the Washington State Council of County and City Employees on or before the 20<sup>th</sup> day of each month, the aggregate of such deductions, with an itemized statement including: Employee name, home address, date of hire into bargaining unit, job classification, department, hours worked, monthly base wage, and amount of union dues deducted.
- 3.2 **Notification.** When the County hires a new employee in a position covered in the bargaining unit, the County shall, within seven calendar days of the date of employment, notify the Union in writing giving the name, hire date, address and classification, including wage, of the employee hired.
  - (a) The County will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the Union's exclusive representation status. The County will notify the Union, prior to the start date of the

new employee, of the scheduled new hire orientation time. Per statute, Union representatives shall be given 30 minutes paid time with each new employee to discuss Union membership.

- 3.3 Dues Cancellation. An employee may cancel payroll deduction of dues and/or service fees by written notice to the County and the Union on the appropriate Union cancellation forms. The County will continue to deduct union dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. The cancellation will become effective on the second payroll after receipt of the notice.
- 3.4 Indemnification. The Union agrees to defend, indemnify, and hold the County harmless against any and all claims, suits, ordered, judgments, or any other actions brought or issued against the County as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the County complies with the provisions outlines in this Article.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union recognizes the prerogatives of the County to determine how to provide public services, and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the County as the County periodically may determine. The County's prerogatives include, but are not limited to, the following matters:

- (a) The right to establish any and all lawful work rules and procedures, and the right to determine job functions and job duties, qualifications, and fitness for duty.
- (b) The right to schedule any and all work and overtime work, and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the County and consistent with the public interest. The County shall have the right to contract out work which has been previously contracted out or work which the Public Works Director determines cannot be performed by the Road Department because of insufficient expertise, equipment, personnel, experimental projects, or other reason determined in accordance with operational priorities of the County, or considerations of cost or efficiency. The parties agree that there will be no displacement of current employees as a direct result of a subcontracting action.
- (c) The right to hire, transfer, layoff, and promote employees as deemed necessary by the County.
- (d) The right to discipline an employee as provided in the disciplinary Article of this Agreement.
- (e) The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations, jobs, projects, and shifts.

- (f) The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions; and such duties shall nevertheless be performed by employees when requested to do so by the County.
- (g) The right to take whatever actions the County deems necessary to provide services in an emergency. The County shall be the sole determiner as to the existence of an emergency and any and all action necessary to implement service during said emergency.

## **ARTICLE 5 – DEFINITIONS**

- 5.1 Regular Employee. An employee, hired on a full-time basis in a regular position, who has successfully completed a probationary period.
- 5.2 Regular Part-Time Employee. An employee, hired to fill a regular part-time position, who regularly works less than 40 hours per week, but not less than 80 hours per month and has successfully completed a probationary period.
- 5.3 Probationary Period. All full and regular part-time employees shall serve a probationary period of six months uninterrupted by any type of unapproved service break, during which time they will be termed probationary employees. The probationary period may be extended an additional period of time up to six months by mutual agreement of the parties.
- 5.4 Probationary Employee. An employee, hired as regular part-time or regular full-time employee, who has completed less than six months of uninterrupted service with the County unless the probationary period is extended. Probationary extension does not affect benefit eligibility except as provided in this Section. Such employees shall be entitled to written notice specifying reasons for discipline or separation, but shall not have recourse to the grievance procedure in regard to seniority, discipline or lay-off. During the probationary period, a new employee:
  - (a) will not be entitled to seniority;
  - (b) may be laid off or separated for any reason; and
  - (c) will be evaluated by supervisor during probation.
- 5.5 Temporary Employees. An employee hired for a specific period of time, not to exceed six months within a calendar year. Temporary employees shall be paid on an hourly basis and subject to provisions of the Fair Labor Standards Act (FLSA). Temporary employees shall not be utilized in a manner that results in reducing a regular full-time or regular part-time employee's regular hours of employment.

Temporary employees have no rights under this agreement and shall not be eligible to join the Union until the completion of a consecutive six full months of service. Employees who have worked more than a continuous 90 day period in the same position, and who are hired

to fill that same regular full-time position within one year of their separation, shall have the temporary time in that position added to their length of service for the purpose of seniority and anniversary date. No retroactive benefits will be afforded an employee who moves from temporary to full-time employment.

Any extension of employment beyond six months as a temporary employee must be approved by the Union.

- 5.6 Irregular Part-time Employees. This definition applies to individuals who regularly work less than 20 hours per week, and not more than 80 hours per month. Such employees shall not be utilized in a manner that results in reducing a regular full-time or regular part-time employee's regular hours of employment. Irregular part-time employees have no rights under this Agreement.
- 5.7 Anniversary Date. An employee's date of hire into a position or grade shall serve as their anniversary date.

## **ARTICLE 6 - SENIORITY**

- 6.1 Defined. Seniority means an employee's length of continuous service within the bargaining unit.
- 6.2 Seniority Accrual. New employees shall be added to the seniority list six consecutive months after their date of hire. All employees will be classified as regular employees upon completion of their probationary period.
- 6.3 Loss of Seniority. An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of 12 consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in a regular employee capacity within 12 months, there will be no break in seniority. The time the employee was not working will not count as part of continuous service for any seniority purposes. Seniority shall not be earned during an unpaid leave of absence; however, an approved leave of absence shall not constitute a breach in service or cause a forfeiture of seniority.
- 6.4 List. A bargaining unit seniority list shall be posted and updated whenever an employee enters or departs the bargaining unit.

## **ARTICLE 7 - LAYOFF AND RECALL**

- 7.1 Layoff. The County may determine when layoffs are necessary. The County may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department.
- 7.2 Designation of Positions for Layoff and Bumping. When it is necessary to reduce the work force, the County shall determine the number of employees by classification. The Union's representative and the Local President will be notified of the number of employees and classifications designated for reduction as soon as practical. Employees will be laid off in the



following order giving appropriate consideration to the employee's qualifications, ability, experience, and seniority:

- (a) Temporary Employees;
- (b) Probationary Employees except when said employees are in unique classifications as determined by the County;
- (c) Employees in regular positions may be laid off. An employee who is laid off by reduction in the work force shall have the right to bump to their last previously held job classification, or a position in a lower classification for which the employee is qualified as determined by the County, in order to displace an employee with less bargaining unit seniority. In order to bump to a position, an employee must be capable of performing the work as determined by the County. The employees who remain must have the necessary ability and qualifications to perform all of the work required by the County. A bumping/bumped employee shall maintain seniority. An employee bumped must be the least senior in the classification, and shall have the right to also bump in compliance with the preceding procedure. Employees affected by layoff who bump to a lower classification will be placed at the step in the lower pay scale which is closest to and less than the employee's former rate of pay. Employees shall be provided with 10 working days' notice of their layoff status except in the events enumerated in Article 7.1 relating to layoff determination above, as determined to exist by the County.

7.3 Recall. Employees laid off will be eligible for recall for a period of 12 months. No new employee shall be hired by the County until available employees placed on layoff who have previously held the position have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed 12 months and that the employees keep the County advised of their current address. An offer of re-employment shall be in writing and sent by certified mail without return receipt to the employee; and via electronic mail to the Union staff representative. The employee shall have been deemed to have received an offer on the third working day after mailing to the employee's last known address in the employment records. An employee so notified must indicate their acceptance of re-employment within 10 working days from the mailing of the notice and shall be back on the job within 10 working days of acceptance of the offer or shall forfeit all recall rights under this Article.

## **ARTICLE 8 – PAID TIME OFF (PTO)**

- 8.1 **Accrual.** Paid Time Off (PTO) for regular employees shall accrue monthly at a rate in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours/Month</u>	<u>Hours/Year</u>
1 year of service	16.67	200
1 year but less than 3 years	18.00	216
3 years but less than 5 years	19.33	231.96
5 years but less than 10 years	20.00	240
10 years but less than 15 years	23.33	279.96
15 years or more	26.67	320.04

- (a) Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.
- (b) Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- (c) Hours are accrued after payroll is processed on the payday for the second pay period of the month. PTO hours cannot be used prior to accrual.
- 8.2 **Probationary Restriction.** Scheduled PTO will not normally be approved for probationary employees until they have completed six months of employment.
- 8.3 **Scheduling.** The County shall determine when scheduled PTO shall be taken by way of advanced scheduling insofar as practicable. In the event there is a conflict as to the scheduling of PTO, then seniority shall be taken into consideration when scheduling is made. The minimum PTO authorized shall be one hour.
- 8.4 **Part-time Prorate.** Regular part-time employees shall be entitled to that fractional part of the PTO that the total number of hours of employment bears to the total number of hours required for full-time employment.
- 8.5 **Payment upon Termination.** Accrued PTO shall be paid to regular employees whose service is terminated by resignation, death, reduction of force, termination, or retirement, up to a maximum of 510 hours, provided that in the case of resignation, the employee has given at least 14 calendar days' notice prior to separation of employment.
- 8.6 **Minimum Utilization.** After one year of County service, all regular employees shall be required to take 40 consecutive hours of scheduled PTO annually. Holidays which occur during a scheduled PTO period shall be charged to holiday time. Such holiday will apply towards the 40 consecutive hour requirement.
- 8.7 **Carryover Cap.** As of December 31 of each year, accumulated PTO may not exceed a total of 810 work hours. Any excess will be forfeited. Employees whose leave exceeds the

maximum accrual shall have their accrual balance reduced to 810 hours effective January 1 of the subsequent year.

- 8.8 Unscheduled PTO. Unscheduled PTO is limited to purposes of an emergency/urgent nature. Preventive health and dental appointments are not considered unscheduled and must be requested in advance in accordance with Article 8.3.

Unscheduled PTO may be applied for the following purposes:

- (a) An employee's mental or physical illness, injury, or health condition.
- (b) Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.
- (c) Care of a family member with an illness, injury, or health condition.
- (d) Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- (e) If the employee or family member is a victim of domestic violence, sexual assault, or stalking.

- 8.9 Notification. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as practicable, notify their immediate supervisor or department head. Notifications shall be consistent with Article 12 if applicable.

- 8.10 Extended Illness Time Bank (EIT). EIT may be accessed as follows:

- (a) Time will be used from this bank first when an employee calls out for PTO due to illness, until the bank is exhausted.
- (b) EIT hours are not eligible for cash out upon separation.

## **ARTICLE 9 - HOURS OF WORK – OVERTIME - REST PERIODS**

- 9.1 Work Day. The normal work hours are eight or ten hours with a one-half hour unpaid, uninterrupted lunch. The normal work hours will be between 7:00 a.m. to 6:00 p.m. The County may adjust the working hours of the employees for the convenience of the County and the public. Employees may request, and the Public Works Director or designee may consent, to work hours starting before 7:00 a.m. or ending after 6:00 p.m.

- 9.2 Work Week. The normal workweek, as determined by the County, may consist of five eight-hour days, four 10-hour days, or a combination thereof, Monday through Friday.

- (a) A minimum of two weeks' notice will be provided when changing between an eight-hour and 10-hour work week. This notice period will not apply if the change is by

mutual agreement of the parties (Public Works Director or designee and Union President).

- (b) For purposes of payroll accounting and computation of hours worked in a workweek, the workweek shall begin on 12:01 a.m. Friday and end 168 hours later at midnight the following Thursday.

9.3 Scheduling Work. The County may reschedule employees to work a different working day due to unavoidable and/or unanticipated circumstances as determined by the County, provided that said employees and Union President would be entitled to as much notice as practicable under the circumstances, but in no event less than two working days' notice. Rescheduled workweeks, work days, and work hours with such notice, will not constitute overtime unless it results in work in excess of 40 hours in any work week as adjusted.

9.4 Emergency Situations. An emergency situation is an incident or condition or circumstances generally injurious to public safety or health that requires response and services of public works employees. The County shall be the sole determiner of whether or not an emergency situation exists. In such events, the County may require all or some employees to report and/or remain on duty in order to be prepared for trouble calls or in order to perform work.

The County will make a reasonable effort to provide notification to employees of an emergency situation that requires call out. Employees required to work outside of the normal hours of work will be paid for all such hours worked at one and one-half times their base hourly rate.

An employee taking emergency calls, or called to work outside regular hours, shall receive pay at the applicable overtime rate for actual time worked, with a minimum call out time of two hours.

9.5 Overtime. Work in excess of 40 hours in any one week, or the scheduled workdays of eight hours or ten hours in a work day, will constitute overtime and will be paid for at one and one-half times the base hourly rate. Paid leave shall be considered "hours worked" for purposes of computing overtime. All regular employees who are called back to work after working the scheduled shift shall be paid a minimum of two hours at one and one-half times their base hourly rate.

9.6 Travel Time. Normally, employees shall be paid for travel to and from the employee's regularly assigned work-station and the employee's assigned job site in transportation furnished by the County.

9.7 Rest Periods. All employees shall be granted one 15 minute rest period during each one-half work shift. The rest periods shall be taken as near the middle of the one-half shift as possible.

9.8 Overtime Distribution. The County will attempt to distribute overtime reasonably consistent with consideration of the employees' qualifications, availability, and location. A list of overtime worked by regular employees will be posted twice a year.

- 9.10 Compensatory Time. Compensatory time will be accrued with mutual agreement of the supervisor or Department Head and the employee, up to 40 hours. Compensatory time shall be scheduled and taken off by mutual agreement, and may be purchased by the County at any time, including during the 30 days prior to a change in pay status or COLA.

## **ARTICLE 10 - HOLIDAYS**

- 10.1 Recognized Holidays. The following legal paid holidays shall be recognized:

New Year's Day	January 1
Martin Luther King Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Christmas Holiday*	
Floating Holiday**	

Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

\*To be negotiated each year as to whether it will be the day before or the day after Christmas. The parties agree that the Christmas holiday shall be taken on:

December 23, 2022 (Friday)  
December 26, 2023 (Tuesday)  
December 24, 2021 (Tuesday)

\*\*To be used or lost in the year earned, and to be scheduled off by mutual agreement of the employee and the County. An employee shall not be entitled to use the floating holiday established above until the employee has served six months. Thereafter, an employee may utilize the floating holiday, subject to prior approval by the County by way of advance scheduling.

- 10.2 Holiday Pay. Eligible employees shall receive one day's pay, based on the regular work schedule in effect, for each of the holidays listed in the Agreement. Employees will receive no pay if any employee has been assigned to work on a holiday listed and fails to report to work, unless the employee is on approved leave and using County leave bank hours for said leave. Part-time employees shall be paid for the holiday in relation to the hours actually engaged on duty to the hours required for full-time service.

- 10.3 Holiday Work Compensable. Any work performed on a holiday listed in Article 10.1 shall be paid for at the employee's overtime rate of pay in addition to the holiday pay; provided, that there should be no pyramiding of overtime. The highest rate earned for holiday work shall be the employee's overtime rate for hours worked, plus Holiday pay for the Holiday (1.5 x employee's regular rate of pay + holiday pay).
- 10.4 Holiday Observance. Whenever the County implements a 10-hour work day and a legal or observed holiday falls on the weekday not normally worked, the preceding work day will be observed as the holiday.
- 10.5 PTO Coordination. Whenever a holiday falls during a period when an employee is on PTO, the employee's PTO bank will not be charged for such holiday.
- 10.6 New Holiday Declared for the County. In the event the County recognizes a new holiday on which the Courthouse is closed, the bargaining unit members will receive holiday pay for that day consistent with this Article.

## **ARTICLE 11 – LEAVES OF ABSENCE**

- 11.1 Requests for Leaves. No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and may be grounds for disciplinary action. Unless authorized, absence from duty for three consecutive days constitutes separation from service. The "Request for Leave" form shall be used in applying for any leave and notification of return to duty.
- 11.2 Military Leave. Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.

This section shall be in compliance and in accord with any State or Federal law regarding the subject.

- 11.3 Jury Duty. Employees will be paid their full regular pay during the term of approved jury service, provided that if the employee receives additional compensation for their jury service (exclusive of travel reimbursement), such payment shall be signed over to the County Treasurer.
- 11.4 Extended Leave without Pay. Upon written request of the employee, the County may grant a regular employee a Leave of Absence without Pay, not to exceed six months. Approval of such leave shall be in writing. No PTO benefits or any other fringe benefits shall accrue while an employee is on leave without pay. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted. The County may grant an extension of an approved leave of absence without pay for medical and educational purposes. Any employee on approved leave of absence may

continue their medical and life insurance coverage, by paying the full cost to the County in advance of each month or portion thereof of which they are absent.

#### **ARTICLE 12 – FAMILY MEDICAL LEAVE (FML)**

The parties acknowledge that the County is bound by certain state and federal leave laws. The parties agree to follow County FML policy as may from time to time be amended by the County.

#### **ARTICLE 13 – ADJUSTMENT FOR WORKERS' COMPENSATION**

- 13.1 Claims. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workers' Compensation in accordance with State Law.
- 13.2 Differential Benefit. Should an employee receive Workers' Compensation for time loss and they also receive PTO compensation, the employee can buy back their PTO with their time loss benefit.
- 13.3 Use of PTO for Injury/Time Loss Denials. Should an employee apply for time loss compensation and the claim is then or later denied, PTO may be used if and to the extent appropriate.
- 13.4 Related Benefits Coordination. Nothing herein pertains to permanent disability award.

#### **ARTICLE 14 – CONDITIONS OF GENERAL APPLICATION**

The County may adopt a Personnel Policy applicable to the bargaining unit which provides for personnel policies not inconsistent with those policies in this Agreement which constitute mandatory subjects of bargaining. If uniform policies conflict with this Agreement, this Agreement shall prevail until the parties have bargained concerning the subject to impasse or agreement. The County shall provide the Union with at least 60 days' notice of any proposed change in the Personnel Policy that affects a mandatory subject of bargaining under RCW 41.56. This Article does not constitute a waiver of the Union's right to demand to bargain over any change. Until affected by a Memorandum of Agreement to the contrary, this Article shall apply to bargaining unit members. Nothing in this Agreement constitutes a waiver of the County's right to unilaterally adopt and modify policies which do not constitute mandatory subjects of bargaining.

- 14.1 Drug Testing. The County may present and coalition bargain a reasonable cause drug testing policy proposal during the life of this Agreement.
- 14.2 Voluntary Transfer of Leave. It is the policy of Franklin County to allow an employee to transfer any portion of their leave to another employee in need of such leave due to a family or medical emergency, a lengthy illness or injuries, and/or a qualifying condition under the FMLA. Human Resources administers this program in accordance with the Franklin County Leave Transfer Policy.

14.3 Tuition Reimbursement. It is the policy of Franklin County to promote professional growth and development in Franklin County employees by assisting them through a program of tuition reimbursement, subject to the availability of budgeted funds. The program is administered in accordance with the Franklin County Tuition Reimbursement Policy.

14.4 Job Posting and Filling Vacancies.

- (a) Vacancies. The County shall be the sole determiner as the need or necessity for filling any vacancy or new position. If the County determines that a vacancy or new position should be filled then said opening shall be posted for one workweek at each duty station prior to the selection of any employee. The bid sheet shall remain posted until the County starts a procedure for hiring from the outside as determined by the County.
- (b) Qualification and Application. All employees covered by this Agreement who possess the basic qualifications may be eligible to apply for the available position provided the County has determined that it is going to fill the vacant or new position.
- (c) Selection. The County shall have the right to select the individual for the available position. Current employees will be given preference provided such employees are found qualified using criteria hereinafter set forth. In the event of a question as to the qualifications of an employee applying for an available position, the County shall make the sole determination, taking into equal consideration, knowledge, skill, ability, past performance, seniority, experience, and competence. In the event the County determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.
- (d) Trial Service. In the event that any employee, who has been determined by the County to be qualified for the available position, does not elect to accept the available position, then the next qualified employee as determined by the County shall be eligible. In the event the seniority list becomes exhausted, the County has the right to consider employees with less than six months service or hire a new employee for the available position.

Trial service upon promotion shall be 180 days. In the event that an employee accepts an available position within the bargaining unit and fails to meet job standards within 180 days, they may revert to their previously held position (if vacant) or another vacant position for which the employee is qualified, subject to prior approval by the County. The County shall be the sole determiner as to whether or not an employee fails to meet job standards within the 180-day period. The County may revert an employee at any time during the trial-service period if the County determines that said employee is not capable of meeting the job standards.

14.5 Transfers. The County shall have the right to transfer current employees from one duty station to another for the convenience and the benefit of the County and the citizens. The County shall be the sole determiner as to the necessity for such transfers.



The County shall post transfers in accordance with the provisions of Article 14. If the posting procedure set forth in Article 14 for the purpose of transfers does not result in any employees bidding on the transference position, then the County shall have the right to transfer the least senior qualified employee from one duty station to another at its discretion.

**14.6 Promotion, Demotion and Reclassification.**

(a) Selection for Promotion. The County shall be the sole determiner as to whether or not employees shall be eligible for promotion. In determining whether or not an employee is eligible for promotion the County shall take into account the employee's qualifications, knowledge, skill, ability, experience, competence, past performance, and seniority. No posting, as indicated in Article 14, shall be necessary and/or required when the County determines that an employee is eligible for promotion.

(b) Performance Review and Demotion Due to Unsatisfactory Performance. The County, after a review of an employee's job performance within their job classification, may determine whether or not an employee is qualified to work or continue to work in that classification. If an employee is to be demoted, the employee shall be given training for a reasonable time as determined by the County. If after training, the employee is still unqualified as determined by the County, the employee will be demoted to a lower classification in which the employee is qualified as determined by the County. Such a demotion may not result in greater than a demotion of two classifications at the same step.

**14.7 Nepotism.** No more than one family member or one close relative shall be eligible for employment within a department or office at the same time if certain conditions exist as enumerated in the County's Personnel Policy.

**ARTICLE 15 - DISCIPLINE**

**15.1 Cause.** The County may impose discipline for just cause.

**15.2 Forms of Discipline.** The disciplinary actions which the County may take against an employee include the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension without pay;
- (d) Demotion with a reduction in pay as specified by the County as part of the discipline;
- (e) Reduction of pay for a term in lieu of suspension;
- (f) Discharge.

- 15.3 Notification of Employee. When the County intends to suspend without pay, demote, or discharge an employee for cause, the County shall make available the specified charges and proposed discipline in writing at least one calendar day prior to the effective date of the action together with a description of the facts on which the proposed discipline is based and a statement concerning the range of discipline under consideration.

Prior to imposing a suspension without pay, demotion, or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline.

- 15.4 Notification to Union. Copies of reprimands and other disciplinary actions shall be forwarded electronically to the Council 2 representative on the same day they are issued to the employee.

- 15.5 Time Limits. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the County. In other words, if the County does not provide notification in strict adherence to the notification times expressed in subsections hereinabove, this failure shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

- 15.6 Records of Discipline and Personnel Files. References to disciplinary actions in personnel file shall remain in the file in accordance with the following provisions:

- (a) Written reprimand shall remain in the personnel file for a period of 24 months; provided, however, if discipline occurs within that 24 month period, then and in that event, prior disciplinary documentation shall remain in the personnel file for a 24 month period from the date of the last discipline to occur. Once the applicable time period has passed, the employee may make a written request to have the documents removed from the file.
- (b) Other records enumerated in Article 15.2 (i.e., suspension, demotion, reduction in pay, discharge) may remain in the personnel file until and unless the County determines the record is no longer relevant or timely upon application by an employee.
- (c) Prior to placing a record of disciplinary action into the employee's personnel record, the employee shall be given the opportunity to review and sign each disciplinary document. The employee's signature serves only to acknowledge receipt of the document.
- (d) Nothing in this provision shall impair the employer's ability to fulfill its duties under state and/or federal law to maintain a harassment and discrimination free work place, or to fulfill its record keeping requirements under state and/or federal law.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

- 16.1 **Adjudication.** The parties hereto recognize the need for fairness and justice in the adjudication of 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.
- 16.2 **Grievance Defined.** A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 16.3 **Presentation.** A grievance may be presented by the affected employee or the Union. No grievance shall be valid unless a grievance is submitted at Step 1 within 10 working days from its occurrence or the date when the employee knew or should have known of the occurrence. If a grievance is not presented within 10 working days from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. An employee or Union grievance not responded to timely shall be advanced to the next step. Grievances may be heard at any time where practical and feasible.
- 16.4 **Time Limits.** The time limitations provided for are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The County and the employee or the Union may extend the time limits by mutual agreement in writing.
- 16.5 **Procedure.** The grievance procedure shall be as follows:

**Step 1:** The grievance shall be presented in written form to the employee's immediate supervisor within 10 working days from its occurrence or the date when the employee knew or should have known of the occurrence. The immediate supervisor shall respond in writing within 10 working days after receiving the grievance.

**Step 2: Conciliation.** If the grievance has not been resolved at Step 1, in accordance with the conditions set forth hereinabove, the aggrieved employee, the Union, the Public Works Director or designee may refer the dispute to conciliation proceedings.

The aggrieved employee, the Union, and the Public Works Director or designee will meet to discuss and attempt to resolve the issue within 10 working days after notification. Both parties may or may not be represented. If the matter cannot be resolved at the conciliation step, then the matter may be referred to the next step. The discussions or proposals shall not be admissible in any arbitration or other proceeding. At the close of conciliation, the Public Works Director shall reduce to writing the decision or concessions agreed upon in the form of a conciliation report.

**Step 3:** If the grievance is not resolved to the satisfaction of the parties at Step 2, then within 10 working days of the issuance of the conciliation report, the grievance, response, and report shall be presented to the County Administrator. The parties shall arrange a meeting between the aggrieved employee, the Union Representative, the Public Works Director, the

County Administrator, and County Representative within 10 working days for resolution of the issue. The County Administrator shall issue findings in writing within 10 working days of the grievance meeting.

**Step 4:**

- (a) Final and Binding Arbitration. If the grievance is presented and not resolved at Step 3, either party may refer the dispute to final and binding arbitration.
- (b) Notice - Time Limitation. The Union or County shall notify the other in writing via electronic mail of submission to arbitration within 10 working days after receipt of the County Administrator's findings.
- (c) Arbitrator - Selection. After timely notice, the parties shall establish who the arbitrator will be in the following manner:
  - (i) The parties shall request that the Public Employment Relations Commission (PERC) submit a list of 13 names from the PERC register. If the parties cannot mutually agree on an arbitrator from the list of 13, the parties shall flip a coin. The parties shall alternately strike names. The remaining name shall be the arbitrator.
- (d) Decision - Time Limit: The arbitrator will hear the matter at the earliest possible date. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed upon.
- (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 to determine whether there has been a violation of the terms of this Agreement by the County.
  - (iii) The arbitrator shall consider and decide only the issue raised at Step 1. The arbitrator shall not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step 1.
  - (iv) In conducting the hearing, 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 extended beyond the date of the occurrence upon which the grievance is based, that date being 10 working days or less prior to the initial filing of the grievance.
- (ii) The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
- (iii) The arbitrator shall have no authority to award punitive damages.
- (iv) In the event that either party determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that the arbitration award was clearly erroneous or that said arbitration award was arbitrary, capricious, or unreasonable in light of the evidence presented, then such party shall declare the basis for its decision not to comply with the arbitration award and the parties thereafter are free to pursue available remedies in the Superior Court.
- (v) In connection with grievance and arbitration pursuant to Article 10 the County and the Union shall each be responsible for its own attorneys' fees and any other costs associated with the presentation of their case; the County and the Union expressly waive any right to recover attorneys' fees pursuant to RCW 49.48.030 or any other statutory provision. Expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union.
- (vi) If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

**ARTICLE 17 – UNIFORMS**

- 17.1 Policy. The County will determine the necessity of uniforms and administer the implementation and enforcement of a uniform policy. The County will establish policies and the Union and the employees agree to abide and adhere to said policies.
- 17.2 Providing Uniforms. If the County establishes a uniform policy, then and in that event, uniforms shall be provided to those employees as determined by the County at the County's expense. It is understood and agreed by the parties that the uniforms shall be the property of the County.

**ARTICLE 18 – CONDITIONS AND DURATION OF AGREEMENT**

Except as otherwise provided herein, this agreement shall be effective the first day of the month following ratification by all parties, and shall remain in effect until December 31, 2024.

## **ARTICLE 19 – SAVINGS CLAUSE**

All expenditures and obligations imposed hereunder must meet requirements of Washington law. This agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 20 – NO STRIKE - NO LOCKOUT**

- 20.1 Strikes, Stoppages, and Slowdowns. The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services. To this end, both pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the employees shall cause, condone, or participate in any strike or work stoppage, slow down or other interference with County functions by employees of the County, and should same occur, the Union agrees to take appropriate steps to end such interference immediately. County employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which the employee is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the County.
- 20.2 Lockouts. The County agrees that there will be no lockouts during the term of this Agreement.

## **ARTICLE 21 – INSURANCE COVERAGE**

- 21.1 County Benefits. Effective February 1, 2022, the County will contribute a maximum of \$1,379.56 toward medical, dental, vision, basic life insurance, long-term disability, and employee assistance program premiums.
- The difference between the premiums for plans selected by the employee and the amount of County contribution, if greater, shall be paid to the employee's VEBA account.
- 21.2 Co-payment Premiums. Any amounts in excess of the County's maximum contribution, as established above, necessary to pay the benefits premiums for the selected employee and/or dependent benefits plans shall be the sole responsibility of the employee by payroll deduction.
- 21.3 WA Paid Family and Medical Leave Act. Eligible employees are covered by Washington's Family and Medical Leave program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement.

- (a) Premiums for benefits are established by law and employees will pay, through payroll deduction beginning January 1, 2019, the full cost of the premiums associated with family leave benefits and 45% of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115.
- (b) Employer will pay the remaining premiums, or 55% of the cost of the premiums associated with the medical leave benefits.

## **ARTICLE 22 – WAGES AND PAY PRACTICES**

### **22.1 Wages.**

Effective January 1, 2022, the 2021 Salary Matrix will be increased by three percent.

For 2023, this article will be open to negotiate changes, if any, to the salary matrix.

For 2024, this article will be open to negotiate changes, if any, to the salary matrix.

### **22.2 Out of Class and Training Rates.** Each employee shall be paid at their regular base hourly rate for all work done except as follows:

- (a) Any regular employee who is capable of doing the work assigned to them in a higher classification shall receive the rate of pay of such classification that results in any increase, provided however that to qualify for this temporary upgrading the employee must be pre-qualified for the work and must assume the full duties and responsibilities of the higher classification as determined by the Public Works Director and must work a minimum of two hours a day in the higher classification.
- (b) An employee shall be considered to be pre-qualified by having successfully completed a learning period, as established by the Public Works Director, on equipment with similar functions in the higher classification in a manner satisfactory to the supervisor and the Public Works Director. The employee's rate of pay during the learning period shall be at their regular base hourly rate.

### **22.3 Clothing/Boot Allowance.** Employees will be entitled to a clothing/boot allowance of \$275.00 per calendar year for the purchase of clothing and/or boots to be worn while at work. Employees must submit receipts for reimbursement and are subject to County verification/approval processes.

### **22.4 Commercial Driver's License (CDL).** The County agrees to reimburse Regular Employees for the cost of the CDL and required endorsements. Employees must contact their supervisor prior to renewal to determine which, if any, CDL endorsements are required by the Employer. Employees must submit receipts for reimbursement and are subject to Department Head approval and County verification/approval processes. The County further agrees to pay for CDL physicals and background checks as required by the DOT through reimbursement as described above or by invoice using contracted vendors. The County

retains the right to specify the facilities to be utilized for contracted services. Employees shall be able to renew licenses/endorsements and fulfill other DOT requirements during normal business hours with no time loss. However, scheduling consideration shall be given to minimize disruptions to work flow.

## 22.5 Pay Plan Administration.

- (a) Salary Structure. Each grade has seven salary steps, "1" through "7". The job description determines the grade of the specific job and the qualifications required. The salary step is determined by the specific qualifications and level of performance of the individual employee based in part on length of service together with an annual performance review by the Public Works Director. The performance review will be compiled on all employees as follows:

New Employees: 30 days prior to completion of probation.

Regular Employee:

- (i) At least annually and within:
- (ii) Within 30 days prior to the employee's anniversary date.

If an employee has sufficient length of service to be eligible for a step increase, the Public Works Director will submit a Personnel Action Form to Human Resources. If a step increase is not recommended by the Public Works Director, when an employee is eligible, the employee will be advised of this decision in writing setting forth the reasons for denying the step increase. Should the employee feel this decision is unfair, the employee may follow the grievance procedure outlined in this Agreement.

When authorized by the Public Works Director the employee shall receive step increases effective the first of the month of the employee's anniversary date.

- (b) Salary Adjustments.

- (i) Within Grade:

- (1) Regular Full-Time: Normally, a new regular full-time employee will start at Step 1. After six months [probation] of satisfactory service such employee will advance to Step 2.

Under special circumstances, and with the approval of the Board of Commissioners, the Public Works Director may start an employee at one of the higher salary steps based on qualifications and prior experience.



- (2) Regular Part-Time: A new employee will start at Step 1. After the completion of six months [probation] of satisfactory service, such employee will advance to Step 2.
  - (3) Temporary: Except as provided in the next paragraph, temporary employees' movement through the salary schedule shall be based upon accumulated time worked. The time accumulated to move through the salary schedule shall be equal to the time accumulated by a regular full-time employee to move through the salary schedule.
- (b) Step Progression: Progression to each step will be at the expiration of an additional one year in each step, but only if the Public Works Director considers the employee to be performing the full range of job duties in a completely satisfactory manner. Progression may be made earlier than the service times indicated above in cases where the Public Works Director believes the employee's sustained performance is sufficiently above normal and the progression is approved by the Board of Commissioners. Employees considered for early progression shall be limited to no more than two additional steps progression every year. If denied progression by the Board of Commissioners notification of such denial shall be in writing to the employee.
  - (c) To a Higher Grade: An employee may be promoted to a higher grade when the employee's qualifications are commensurate with the requirements of such higher grade and a vacancy exists or a new position has been created and classified. Promotions to a higher grade will be made at the salary step with a salary immediately higher than the employee's salary at the lower grade, and the employee's anniversary date shall be adjusted to reflect the effective date of the promotion.
  - (d) Transfer: A request for reassignment to a different position or classification where a vacancy exists and/or a new position has been created, when there is no change in pay grade. An employee transferred shall be paid at the employee's current salary step. An employee's anniversary date for movement in the pay plan will not change when a transfer occurs.

## **ARTICLE 23 - UNION ACTIVITIES**

- 23.1 Union Business. No Union member or officer shall conduct any Union business on County premises unless authorized by the County.
- 23.2 Stewards. The County agrees to recognize a shop steward in each division inclusive of Pasco, Administration (if applicable), Connell, and the Shop to represent the employees of the bargaining unit. The Union is to provide a list of all shop stewards to the Public Works Director and is to keep the list current.
- 23.3 Bulletin Board. The County will provide a bulletin board for Union use in the Pasco Shop, Connell Shop, and the Administration Building. No materials shall be posted except notices

of meetings and elections, results of elections, changes in Union bylaws, notices of employee occasions, and similar Union notices. All material shall be signed by an officer of the Union. The Union will limit the posting of any material on the County premises to its bulletin board. The County may request, and the Union shall remove, all materials that do not conform to this section.

23.4 Access. The County agrees to allow one duly authorized representative of the Union to have access to the County's premises for the purpose of adjusting grievances, provided that such representatives obtain advance permission from the County notifies the County of the reason for the representative's presence and does not interfere with normal operations. Additionally, the County agrees to allow the stewards from each shop to utilize the County owned equipment (fax, e-mail) to correspond for the explicit purpose of conducting the business of the local union.

23.5 Negotiations. The County will allow up to three members of the Union to attend collective bargaining sessions and labor management meetings with the County without loss of pay.

#### **ARTICLE 24 – NEGOTIATIONS**

The parties will reopen bargaining subsequent to June 1 of the year this Agreement expires, and shall schedule bargaining for the successor agreement at mutually agreeable times with a goal to complete the bargaining process prior to the end of the calendar year, and if possible, in advance of the time the County begins to finalize its budget in October and November. Exceptions and extensions may be made by mutual agreement.

#### **ARTICLE 25 – NON-DISCRIMINATION**

25.1 The County and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, national origin, sex, sexual orientation, gender identity, religious belief, marital status, political or union association or activity, obesity, veteran status, disability, use of service animal, or genetic information, or any other characteristic protected by state or federal law.

#### **ARTICLE 26 – EMPLOYEE RIGHTS**

26.1 Inspection of Records. An employee shall have the right, upon request, to inspect their personnel file at reasonable times upon request. No material referring to the employee's job competence or conduct shall be placed in the file without the employee's knowledge and the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

26.2 Union Representation. An employee may request to be accompanied by a Union representative of the employee's choosing during any meeting from which a disciplinary action could arise, during any appeal of disciplinary action, and at all steps of the grievance procedure. The parties agree that selection of said representative shall not unduly delay the disciplinary process.

- 26.3 Notice of Work Rules. When existing work rules, policies, or procedures are changed or new rules or procedures established, employees whose work assignments are affected shall be notified by their supervisor and the changed or new rule or procedure shall be posted on appropriate bulletin boards.

## **ARTICLE 27 - SAFETY**

27.1 The County, Union, and employees shall comply with the Franklin County Safety Policy adopted by Resolution 94-091 on April 16, 1994, and with the following provisions:

- (a) It is necessary to secure the cooperation of all employees of the County in order to make the safety program successful and because there are those who continue to act carelessly in spite of efforts to persuade them otherwise, it is necessary to have an enforcement policy in the safety program; and,
- (b) The policy will be based upon the determining of each recorded safety incident as "preventable" or "non-preventable". If there was no contribution to the accident by an employee it will be determined as "non-preventable". A recorded incident shall be:
  - (i) An injury resulting from an accident requiring a doctor's examination, or
  - (ii) Care which results in loss of work in excess of one-half day, (illness not included), or
  - (iii) A moving vehicle accident causing damage to County property in excess of \$200.00, or
  - (iv) An accident involving County personnel and a party not connected with Franklin County.
- (c) Any violations of any of the provisions of the Franklin County Safety Policy by an employee shall be grounds for discipline pursuant to the provisions of this Agreement.
- (d) Any preventable accident, so determined by the Safety Committee shall be grounds for discipline pursuant to the provisions of Article 15 of this Agreement. The Safety Committee shall consider law enforcement reports and investigations when determining whether an accident was preventable or not.
- (e) This Safety Committee shall be made up of a member of the Public Works Director Staff and a Union member and, if necessary for a determination, a third member from the County Sheriff's Office.
- (f) Disciplinary action will be taken after the Safety Committee determination is made.

- 27.2 All other articles and/or provisions of the Franklin County Safety Policy adopted by Resolution 94-091 are herein adopted by reference and shall remain in full force and effect.

#### **ARTICLE 28 – LABOR MANAGEMENT COMMITTEE**

- 28.1 **Purpose.** The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the County and its employees through collective bargaining.
- 28.2 **Composition.** In order to accomplish these goals, a Labor Management Committee may be established consisting of up to four Union members chosen by the Union and up to four Management members as chosen by the County.
- 28.3 **Meetings.** The Labor Management Committee shall schedule meetings at mutually agreeable times, but not later than 15 working days from the date of a request for a meeting by a party to this Agreement. Requests shall be in writing and contain the item(s) or topic(s) at issue.
- 28.4 **Disposition of Issues.** Disposition of matters covered in the Labor Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of the contract between the County and the Union but shall approach the matter(s) at issue with a problem-solving effort.

#### **ARTICLE 29 – TERM OF AGREEMENT**

- 29.1 **Term.** This Agreement shall be in full force and effect for the period commencing the first day of the month following ratification by all parties, except as otherwise provided in this Agreement, and shall remain in effect until December 31, 2024.
- 29.2 **Mediation.** If the parties have not reached agreement pursuant to the provisions of the Article pertaining to negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.
- 29.3 **Maintenance of Status Quo after Expiration.** In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new agreement is consummated; provided, however, either party may give 30 calendar days written notice of termination of this agreement in the event mediation does not result in the mutually satisfactory resolution of all negotiable issues.

IN WITNESS THEREOF, The parties hereto have set their hands this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

LOCAL 874, COUNCIL 2, AMERICAN  
FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES, AFL-CIO:



Ralph Salazar, Local 874 President



Steve Pinkerton, Staff Representative

BOARD OF FRANKLIN COUNTY  
COMMISSIONERS:

\_\_\_\_\_

Chair

\_\_\_\_\_

Chair Pro Tem

\_\_\_\_\_

Member

APPROVED AS TO FORM:



Prosecuting Attorney's Office

## APPENDIX A – SALARY MATRIX

2022 Local 874 (Public Works) effective 1/1/2022								
		1	2	3	4	5	6	7
Hourly	15	24.66	25.90	27.20	28.58	30.01	31.52	33.11
Overtime		36.99	38.85	40.80	42.87	45.02	47.28	49.67
Hourly	14	22.41	23.54	24.72	25.97	27.28	28.65	30.09
Overtime		33.62	35.31	37.08	38.96	40.92	42.98	45.14
Hourly	13	20.37	21.39	22.47	23.60	24.79	26.04	27.35
Overtime		30.56	32.09	33.71	35.40	37.19	39.06	41.03
Hourly	12	18.51	19.44	20.42	21.45	22.53	23.67	24.86
Overtime		27.77	29.16	30.63	32.18	33.80	35.51	37.29
Hourly	11	16.82	17.67	18.56	19.49	20.48	21.51	22.59
Overtime		25.23	26.51	27.84	29.24	30.72	32.27	33.89

## APPENDIX B - POSITION PLACEMENT ON SALARY MATRIX

POSITION	GRADE
Lead Mechanic	15
Traffic Tech	15
Lead Tech - Connell	15
Lead Tech - Pasco	15
Equipment Operator II	14
Mechanic/Welder	14
Mechanic	14
Parts and Service Specialist	13
Equipment Operator I	13
Mechanic Aid	12

**APPENDIX C - LEARNING PERIODS**  
**ESTABLISHED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE**  
**(see Article 22.2(b))**

<b>CLASSIFICATION</b>	<b>LEARNING PERIOD</b>
Equipment Operator II	40 days
Maintenance Grader	40 days
Equipment Operator I	40 days
10 cy Dump Truck with or without trailer	20 days
Semi Tractor with trailer	30 days
Rotary Power Broom	05 days
Street Sweeper	05 days
Pneumatic Roller	05 days
Steel Roller	05 days
Chip Spreader	10 days
Chip Spreader Belts	03 days
Front End Loader	20 days
Rotary Mower	08 days
Asphalt Distributor	15 days
Motor Grader	40 days
Construction Blade	50 days
Bulldozer	50 days
Weed Control Truck	10 days
Loader Backhoe	30 days
Vibrator Roller	10 days

Whenever an employee with a regular classification higher than that listed is assigned to operate or drive any equipment with a lower classification, the employee shall continue to receive the salary of their regular classification. Nothing herein implies that Management is limited in any way in its right to assign or reassign equipment and personnel at its discretion.