

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 6/28/2022	PREPARED BY: Eric Wyant
Meeting Date Requested: 7/5/2022	PRESENTED BY: Eric Wyant
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: 2022-2024 Corrections Maintenance Collective Bargaining Agreement	
FISCAL IMPACT: \$3,400 in wages and \$4,194.72 in benefits for 2022	
BACKGROUND: Bargaining teams have reached a tentative agreement after nine negotiation sessions for the 2022-2024 Corrections Maintenance CBA. This is the first CBA for this new bargaining unit. Summary of settlement details (outside of typical administrative details which are relatively standard across our non-interest arbitration eligible bargaining units, and our other Teamsters group): Article 9.4 – Establishing process for on-call pay when employees are required to remain on-call to respond to maintenance emergencies in the jail. Article 10 – Add Juneteenth holiday Article 20 - Increased County benefits contribution Article 21.1 – 3% COLA from the 2021 salary schedule, wage openers for 2023 and 2024	
RECOMMENDATION: Parties below recommend ratification of the CBA as presented.	
COORDINATION: Negotiation teams representing the County and the Corrections Deputies unit reached a tentative agreement which was ratified by the bargaining unit and the CBA has been signed by the Union Steward, J Bond, Business Representative, J Alvarez, Local 839 Secretary/Treasurer R Shjerven. Franklin County Sheriff J Raymond has reviewed and signed the contract. Legal Review was completed by J Johnson, Chief Civil Deputy Prosecuting Attorney/Risk Manager.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution 2. Collective Bargaining Agreement	
HANDLING / ROUTING: (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, HR Director

FRANKLIN COUNTY RESOLUTION _____

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

2022-2024 CORRECTIONS MAINTENANCE 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 and Teamsters Local Union No. 839, 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

2022 – 2024

FRANKLIN COUNTY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

And



TEAMSTERS LOCAL NO. 839

Representing

**FRANKLIN COUNTY CORRECTIONAL MAINTENANCE
EMPLOYEES**

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ARTICLE 1 – PREAMBLE AND PURPOSE OF AGREEMENT

This Agreement is entered into by and between the Board of County Commissioners for Franklin County, Washington, and the Franklin County Sheriff, hereinafter referred to interchangeably as “County,” “Sheriff,” or “Employer” and Teamsters Local Union No. 839, representing the Franklin County Correctional Maintenance Employees, herein after referred to as the “Union.”

The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Sheriff’s Office and to maintain harmonious relations between the County, the Sheriff, the employees, and the Union. This Agreement is intended to promote orderly labor relations for the mutual interest of the County, the Sheriff, the employees, and the Union.

As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

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

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the certified bargaining agent of all full-time and regular part-time non-supervisory corrections maintenance employees employed by Franklin County, excluding supervisors, confidential employees, and all other employees.
- 2.2 The Union recognizes the Board of County Commissioners and the Sheriff or their designees as the representatives for the County.
- 2.3 Only members of the bargaining unit should perform the work of the bargaining unit, except in the case of emergency, managerial reasonable necessity, or for purposes of instruction. The County agrees to notify the Union of the necessity to use non-bargaining unit employees within a reasonable time of discovering the need. Any assignment by the County of non-bargaining unit personnel shall be for a period of 30 calendar days. In the event the assignment shall exceed 30 calendar days, the County shall notify the Union.

ARTICLE 3 - UNION SECURITY AND DUES CHECK OFF

- 3.1 Dues and Fees. Upon written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. The Union shall indemnify, defend and hold the County, or persons acting for the County, harmless against any suit initiated against the County, or persons acting for the County, because of, or arising from, the deduction of dues and fees for the Union by the County.

3.2 Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee. The Union will provide the new employee with the necessary forms regarding dues, initiation fees and voluntary deductions. The County shall allow a Union representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargaining representation. This should generally occur no later than 90 calendar days from the date of hire. Newly hired employees have the option to attend or not attend the union orientation.

3.3 Dues Cancellation. An Employee may cancel payroll deduction of dues and/or service fees by written notice to the Union on the appropriate Union cancellation forms. The Union shall make Union cancellation forms readily available on the Employee's request for said form. 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 from the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 County Prerogatives Recognized. The Union recognizes the prerogatives of the Sheriff to determine how to provide public services of the Sheriff's Office and operate and manage the affairs of the Sheriff's Office in all respects.

4.2 Reserved Rights of the Sheriff and County. 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 Sheriff and the Board of Commissioners periodically may determine regarding matters within their respective spheres of control. The Sheriff's prerogatives include, but are not limited to, the following matters:

- (a) The right to establish lawful working rules and procedures;
- (b) The right to schedule work and overtime work, and the methods and processes by which said work is performed and services provided, in a manner most advantageous to the County and consistent with public interest;
- (c) The right to hire, transfer, suspend, discharge, lay off, recall, promote or discipline employees as deemed necessary by the County as provided by this Agreement and/or as provided by the General Rules and Regulations of the Franklin County Civil Service Commission;
- (d) The right to determine the size and composition of the work force and to assign employees to work locations and shifts;
- (e) The right to determine what duties shall be performed by various Sheriff's personnel and to determine as necessary employees' fitness for duty in a manner consistent with Washington and federal law;

- (f) The right to assign incidental duties connected with operations, not enumerated in job descriptions, but generally consistent with job classifications, which shall be performed by the employees when requested by a supervisor;
- (g) The right to take actions as may be necessary to carry out services provided by the Sheriff in emergencies;
- (h) The right to refer an employee for a psychological evaluation when there is reasonable basis to believe that an employee is psychologically unfit to perform his duties.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 Regular Maintenance 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 Maintenance 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.
- 5.4 Probationary Maintenance Employee: An employee, hired as regular part-time or regular full-time employee, who has completed less than six (6) months of uninterrupted service with the County unless the probationary period is extended. During the probationary period, an employee can be subject to separation without cause and without recourse. The probationary period may be extended an additional period of time up to six (6) months by mutual agreement of the parties.

ARTICLE 6 – SENIORITY

- 6.1 Seniority Defined. Seniority, as used in this Agreement, is determined by the length of an employee's continuous service within the Franklin County Sheriff's Office as a Corrections Maintenance employee since their last date of hire, including any authorized leave of absence up to a maximum of one (1) year.
- 6.2 Seniority List. The County will provide the Union with copies of the seniority list of bargaining unit employees on upon request. Should more than one (1) employee have the same hire date, individuals will determine seniority by alphabetical order of the employees' last name at the time of hire.
- 6.3 Loss of Seniority. An employee shall lose all bargaining unit seniority rights:
 - (a) Employee resignation;
 - (b) Employee is discharged for just cause;

- (c) Employee retires;
- (d) Employee is laid off for a period in excess of 12 consecutive calendar months.

6.4 No Loss of Seniority after Promotion and Return to Former Position. An employee who is promoted within the Corrections division shall be considered probationary at that position for a period not to exceed 12 consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the County deems the employee to be unsuited for the job, within 12 consecutive calendar months, the employee shall revert to their former position without prejudice.

ARTICLE 7 – LAYOFF AND RECALL

- 7.1 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. The County shall be the sole determiner of when layoffs are necessary.
- 7.2 The County shall give at least 14 days' written notice of layoff to the Union and affected employees after the decision to lay off has been made. The Union shall have the opportunity to bargain the impacts of the layoff and recall.
- 7.3 The County shall determine the number of employees and the affected classifications for layoff. The County will implement a layoff in reverse order of seniority within each classification.
- 7.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new full-time employees shall be hired into the classification by the County until the qualified employees in layoff status have been offered recall. It shall be the employee's responsibility to keep the County advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within 15 calendar days after the County mailed the notice. An employee so notified must indicate their acceptance of said re-employment within 15 calendar days of receipt of notice and shall be back on the job within 20 calendar days of acceptance of the offer or forfeit all recall rights under this Article.
- 7.5 Employees recalled from layoff shall not lose previously accumulated time in service and seniority, provided all other provisions of this Article are complied with, including that the employees must be re-employed within one (1) year to retain these recall rights and must have successfully completed their one (1) year probationary period.
- 7.6 Employees laid off shall be compensated for unused accumulated paid time off.

ARTICLE 8 – PAID TIME OFF (PTO)

- 8.1 **Accrual.** All regular employees shall accrue and be granted the following paid time off accumulation hereinafter referred to as PTO, according to the following schedule:

Continuous Service	PTO Hours/Month
Less than 1 year	16.67
1 year but less than 3 years	18.00
3 years but less than 5 years	19.33
5 years but less than 10 years	20.00
10 years but less than 15 years	23.33
15 years or more	26.67

Employees accrue PTO hours for their first month of employment if they physically work 40 hours in the month.

Separating employees will accrue PTO hours in their last month of employment if they physically work at least 40 hours in the month.

- 8.2 Probationary Employee Utilization. Scheduled PTO will not normally be approved for probationary employees until they have completed six (6) months of employment.
- 8.3 Payment for Leave Accruals upon Separation of Employment. Accrued PTO shall be paid to regular employees whose service is terminated by death, reduction of force, termination, or retirement, up to a maximum of 510 hours.
- 8.4 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 accruals shall have their accrual balance reduced to 810 hours effective January 1 of the subsequent year.
- 8.5 Scheduled PTO Approval. Scheduled PTO will be approved on a first come, first served basis, based on the operational needs of the County. In the event requests are submitted on the same date, the employee with the greater seniority shall be given preference.
- 8.6 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 8.5.

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.
- 8.7 Notification. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as possible, notify his immediate supervisor or department head. Notifications shall be consistent with Article 12 if applicable.
- 8.8 Mandatory Minimum Utilization. One (1) year after probationary period, employee must take a minimum of 80 hours PTO per year and in each subsequent year. Days off do not need to be sequential.
- 8.9 Physician Certificate. A doctor's certificate of illness shall be submitted by the employee at the time of the employee's return to work, when the employee is absent because of illness or injury more than three (3) consecutive working days, if requested by the Sheriff or his designee. Such requests shall be consistent with Article 12 if applicable.
- 8.10 Extended Illness Time Bank (EIT). For employees with EIT hours:
- 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.
- 8.11 Employees shall be responsible for the employee only portion of the State mandated premium fees specified in the Washington Paid Sick Leave and Paid Family & Medical Leave Law (RCW 50.04) and the Employer shall be responsible for the portion specified in RCW 50.04.

ARTICLE 9 – HOURS OF WORK/OVERTIME

- 9.1 Workday. The normal work hours are eight (8) hours with a one-half (1/2) hour unpaid, uninterrupted lunch. The normal work hours will be between 7:00 a.m. to 3:30 p.m. The County may adjust the working hours of the employees for the convenience of the County and the public, or upon mutual agreement of the parties.
- 9.2 Work Week. The normal work week consists of five (5) eight (8)-hour days, Monday through Friday. For the purposes of overtime, the week begins on Sunday and ends on Saturday.

- 9.3 **Scheduling Work.** The Sheriff 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 would be entitled to as much notice as practicable under the circumstances, but in no event less than two (2) working days' notice. Rescheduled work weeks, workdays 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 employee taking emergency calls shall receive pay at the applicable overtime rate for actual time worked, with a minimum call out time of one (1) hour., 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 (2) two hours.
- An employee who is designated to be on call (work cell phone) for the week M-F will be paid a rate of \$1.56 per hour for non-scheduled hours and Saturday through Sunday and holidays will be paid at a rate of \$2.08 per hour.
- 9.5 **Overtime.** Work in excess of 40 hours in any one (1) week, or the scheduled workdays of eight (8) hours in a workday, will constitute overtime and will be paid for at one and one-half (1.5) times the base hourly rate. Paid leave shall be considered hours worked for purposes of computing overtime.
- 9.6 **Travel Time.** Employees shall be paid for travel to and from the employee's regularly assigned workstation and the employee's assigned job site in transportation furnished by the County, as required by the Fair Labor Standards Act and County policy.
- 9.7 **Rest Periods.** All employees shall be granted one (1) 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.

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 th
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 recognized 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.

New Holiday Declared for 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.*Depending on the calendar, the first or second day before or the first or second day after Christmas Day. The Christmas Holiday will be recognized as the day the Courthouse is closed as reflected in the Franklin County Personnel Policy

**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 Sheriff by way of advance scheduling. The Floating Holiday must be taken as a full day and hours shall not be separated out for use over more than one (1) day.

ARTICLE 11 – MILITARY AND JURY LEAVE

11.1 Military Leave. Every employee who is a member of the Washington National Guard or of the reserve component of the armed services of the United States shall be entitled to and shall be granted a paid military leave of absence from County employment not to exceed 21 days each year as established by RCW 38.40.060. Military leave for active duty for training shall be in addition to any PTO to which the employee might otherwise be entitled to, and shall not result in any loss of privileges or pay. During the period of paid military leave, the employee shall receive their regular pay from the County. Additional unpaid leave for service in the military will be provided as required by state and federal law.

11.2 Jury Duty. Any employee who is called for jury duty shall notify their supervisor of the summons immediately. Jury Leave may be allowed by the Sheriff to permit an employee to serve as a member of a jury. Employees will be paid their full regular pay during the term of approved jury service, provided that if the employee received additional compensation for their jury service (exclusive of travel reimbursement), such payment shall be signed over to the County Treasurer.

ARTICLE 12 – FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)

The parties acknowledge that the County is bound by certain state and federal leave laws. The parties agree to follow County FMLA policy as may be from time to amended by the County providing that the Union will be given 14 days' notice of any changes.

ARTICLE 13 – PTO – 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 Related Benefits Coordination. Nothing herein pertains to permanent disability award.

ARTICLE 14 – BEREAVEMENT LEAVE

Regular employees will be allowed bereavement leave with pay in the event of death in the employee's immediate family, to make household adjustments, arrange for medical service and to attend funeral services. Bereavement leave shall be limited to three (3) days in any one instance. Two (2) additional days of bereavement may be granted when the one-way travel is a distance of 250 miles or more. For the purpose of this section, the definition of immediate family includes only persons related by blood or marriage or legal adoption in degree of consanguinity of spouse, parent, grandparent, sibling, child or grandchild of the employee, but no aunt, uncle, niece, or nephew unless living in the employee's household.

ARTICLE 15 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 15.1 Just Cause. The Sheriff or designee may discipline an employee for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. The Sheriff may suspend without pay following appropriate due process procedures, demote, reduce pay in lieu of suspension, or discharge an employee for a serious event which constitutes just cause for discipline.
- 15.2 Forms of Discipline. Disciplinary action or measures shall include only the following:
- (a) Verbal reprimands;
 - (b) Written reprimands;
 - (c) Reduction of pay for a term in lieu of suspension;
 - (d) Suspension
 - (e) Discharge.

Discipline will not be imposed nor will documentation of discipline be placed in a personnel file unless signed and approved by the Sheriff or their designee.

- 15.3 Discipline Considerations. The parties agree that progressive and escalating levels of corrective action, forewarning and discipline are preferable to allow an employee proper notice of performance expectations and the opportunity to improve performance and to allow the Sheriff to document prior disciplinary matters. Due to the professional nature of bargaining unit classifications and the knowledge, skill, responsibilities and abilities associated with the classifications, there is no requirement that corrective or disciplinary action begin at a predetermined level. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of corrective action and/or discipline; the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action (1) if related to an occurrence within the prior 24 months, or (2) if related to a similar conduct, performance or attendance deficiency.
- 15.4 Probationary Employees. The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, although they may be discharged without just cause without further recourse. Probationary employees shall not have any recourse through the grievance procedure for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions and/or discharge.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 Purpose. The parties recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal 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 between the County and the Union.
- 16.3 Filing. Any party who believes that the other has violated this Agreement may file a grievance and apply for relief under the provisions of this Article. The grievant's Union Steward may attend the arbitration hearing without loss of pay when the Steward's presence is necessary as a witness.
- 16.4 Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance, and each party shall abide by the time limitations, unless waived or extended by mutual agreement of the parties.

If any party fails to file a grievance within 10 working days of its occurrence, then such dispute and grievance shall be forever waived.

- 16.5 Informal Resolution. A grievance may be verbally presented by an aggrieved employee to the employee's immediate supervisor at any time prior to Step 1. The immediate supervisor shall respond within five working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with this Article at Step 1 under the following procedure which, in any case, shall commence within 10 working days of the occurrence which gives rise to the grievance.

- 16.6 Grievance Procedure. The formal grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's division head within 10 working days from the disciplinary action or occurrence. The written grievance shall state the facts giving rise to the grievance; identify the articles of the contract that the party believes have been violated and state the remedy desired. The division head shall respond in writing to the aggrieved employee within 10 working days after receipt of the grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within 10 working days of their response in Step 1, above, the grievance, in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within 10 working days after receipt of the grievance.

Step 3:

- (a) Final and Binding Arbitration. If the grievance has not been resolved at Step 2, either party to this Agreement may refer the grievance to final and binding arbitration.
- (b) Notice – Time Limitation. The referring party shall notify the other party in writing by certified mail of submission to arbitration within 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 Union and the County will attempt to mutually agree on an arbitrator within 10 days after receipt of the request for arbitration. If the parties can mutually agree on an arbitrator, the hearing will be held at the earliest possible mutually agreeable date. If the parties cannot agree on a neutral arbitrator, the provisions of paragraph (ii) will be implemented.

- (ii) In the event the parties do not mutually agree on an arbitrator, either party may 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 a neutral arbitrator from the list of 13 then the parties shall flip a coin. The parties shall alternately strike names and the remaining name shall be the arbitrator.
- (d) Decision – Time Limit. The grievance shall be heard by the designated arbitrator at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within 30 calendar days, or as soon as possible thereafter, unless an extension of time is granted. Any decision of the arbitrator shall be final and binding on the parties, unless contrary to public policy or in excess of the arbitrator's authority herein provided for.
- (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 and application of the terms of this Agreement or to determine whether there has been a violation of the terms of the Agreement by either the County or the Union.
 - (iii) The arbitrator shall consider and decide only the issue raised in Step 1 or Step 2 when the grievance was first initiated.
 - (iv) The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
- (f) Arbitration Award – Damages – Expenses.
 - (i) Arbitration awards shall not extend beyond the date of the occurrences upon which the grievance is based, that date being 15 calendar 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 damages in any form except to remedy loss of earnings due to a violation of this agreement.
 - (iv) Each party hereto shall pay expenses and costs it incurs as associated with

the presentations of their case. The cost of the arbitrator shall be shared equally by the parties. In connection with grievance and arbitration pursuant to this article, the County and the Union shall each be responsible for its own attorneys' fees; Further, expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for any other expenses incurred.

- (v) 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 - WAIVER OF PORTION OF AGREEMENT

The expressed provisions of this Agreement may not be waived except by mutual agreement of the Association and the County, and in any individual case, the affected employee. Neither County nor Association will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 18 - 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 19 – STRIKES AND LOCKOUTS

19.1 Strikes Prohibited. 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 the same occur, the Union agrees to take appropriate steps to end such interference immediately.

- a) Violations. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer. No employee shall be entitled to any pay and/or benefits for the period in which they engaged in any strikes, slowdowns, work stoppages or other interference with work.

- b) Injunctions and Damages for Violations. Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.
- c) Lockout Prohibited. No lockout of employees shall be instituted by the County during the term of this Agreement.

ARTICLE 20 – HEALTH AND WELFARE

- 20.1 Effective beginning the payroll period following ratification by both parties and signature by the last signing party, the County shall contribute up to a maximum of \$1,379.56 per month towards the medical, dental, vision, basic life insurance, long term disability, and employee assistance program premiums for the insurance plans made available for Employee(s) and their dependent(s), in the amounts set forth herein this Article.

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. The County shall offer an insurance plan(s) that substantially provide the following range of insurance coverage:

Medical insurance coverage, County paid premium up to	\$ 1275.00 monthly
Dental insurance coverage, County paid premium up to	\$ 75.00 monthly
Vision insurance coverage, County paid premium up to	\$ 20.00 monthly
Life Insurance AD&D coverage, County paid premium up to	\$ 4.56 monthly
Long Term Disability/EAP coverage, County paid premium up to	\$ 5.00 monthly
Total	\$1379.56 monthly

- (a) Co-payment of Premium. Any amounts in excess of the County's maximum contribution as established above, necessary to pay the premiums for the employee and/or dependent shall be the responsibility of the employee by payroll deduction.
 - (a) VEBA Contribution. The difference between the premiums for the plans selected by the employee and the amount of County contribution, if greater, will be paid to the employee's VEBA account.
 - (b) Required Participation. Employees shall participate in coverage as required by the Benefits Administration Policy.
- 20.2 Changes. The County shall determine which insurance programs and benefits may be continued or implemented periodically. If there are changes in the insurance programs, the County will notify the Union. Such notification shall not diminish the right of the County to change the benefit structure, benefit level and/or premium level, nor the right of the Union to demand to bargain over the impacts of the change. If the insurance company or

companies providing the above-referenced benefits notifies the County of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with such changes if requested to do so by the County.

- 20.3 Employee/Insurer Disputes. The Union and/or the employee will indemnify and hold the County harmless from any and all claims made against any and all suits instituted, against any insurance carrier regarding any disagreement with said carrier relating to claims and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

ARTICLE 21 – SALARIES AND CLASSIFICATIONS

- 21.1 For 2022, effective beginning in the payroll period following signature of this agreement by the last signing party in 2022, the 2021 Salary Schedule will be increased by 3.0% percent. There was no Christie agreement therefore increases shall be effective in the payroll period following signature of this agreement by the last signing party forward. The Director of Human Resources and the Union Representative will confirm calculations to be reflected in Appendix A to this CBA.

- 21.2 Effective for 2023 and 2024 wages shall be open for negotiations.

- 21.3 Retroactivity. Retroactivity does not apply to this contract 2022-2024.

ARTICLE 22 – PAY ARRANGEMENTS

- 22.1 Payday. All employees shall be paid bi-weekly. Deductions shall be those required by law or employee authorization in writing.
- 22.2 Payroll Statement. The County shall furnish each employee with an itemized statement of earnings and deductions, specifying wage rate, hours paid and other compensation payable as well as any and all deductions from gross wages for the pay period.
- 22.3 Final Paycheck. Upon separation of employment, the County will pay monies due to the employee less necessary adjustments on the pay period following The last paycheck for regular wages, provided the employee has returned all items of County property. This Article shall not limit or restrict other remedies which may be available to the Sheriff.

ARTICLE 23 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, gender identity, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, use of a service animal, genetic information, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union. Allegations of violation of these terms shall be processed through the existing Franklin

County Anti-Discrimination policy.

ARTICLE 24 – UNION – MANAGEMENT RELATIONS

- 24.1 All collective bargaining with respect to all Articles within the scope of this Agreement shall be conducted with the County and by the Union. A Union member who is an employee in the bargaining unit and serves as a Steward and/or a member of the Negotiating Committee shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit provided:
- (a) The Union notifies the County at least 48 hours prior to the time off;
 - (b) The County is able to properly staff the employee's job duties during the time off without incurring overtime costs or adversely affecting operational priorities.
- 24.2 Union Access / Visitation. The Employer shall admit to the Franklin County work site during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the Employer.
- 24.3 Bulletin Boards. The County shall provide space for a bulletin board which may be used by the Union. The County retains the right to object to inappropriate material and request its removal and dissemination by other means.
- 24.2 Labor Management Committee. The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. This committee shall consist of up to three union members chosen by the union and three management members chosen by management. The labor management committee may schedule meetings at mutually agreeable times, generally every two months. Upon ratification of this Agreement, the parties shall meet to form their committee and to work out all details pertaining to the functioning of the committee. Management and employees may raise any issue of concern to them in a labor management committee meeting. However, disposition of matters covered in the labor management committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 25 - ENTIRE AGREEMENT

- 25.1 This Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 25.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective

bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 26 – NEGOTIATIONS AND TERM OF AGREEMENT

- 26.1 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 terminating on December 31, 2024. Either party may reopen labor negotiations during the second quarter or later of 2024 for the year 2025.
- 26.2 Contract Renewal. Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties;
- (a) The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
 - (b) In the event the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then either party may proceed to mediation in accordance with the Rules and Regulations governing the Public Employment Relations Commission.

[Signature page follows.]

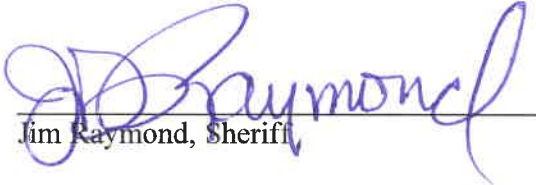
IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement by way of the signatures of their duly constituted and authorized representatives on this _____, day of _____, 2022.

FOR THE COUNTY:


FOR THE UNION:

FRANKLIN COUNTY SHERIFF'S OFFICE

TEAMSTERS LOCAL NO. 839



Jim Raymond, Sheriff



Russell Shjerven, Secretary/Treasurer

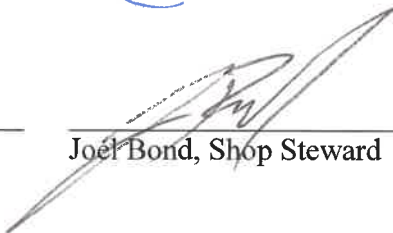
FRANKLIN COUNTY COMMISSIONERS

Chair



Jesus Alvarez, Business Representative

Chair Pro Tem

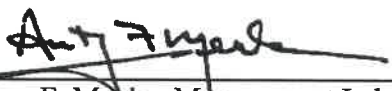


Joel Bond, Shop Steward

Member

Represented by:

Approved as to form:



Anthony F. Menke, Management Labor
Attorney and Chief Negotiator



Prosecuting Attorney's Office

APPENDIX A
2022 Salary Schedule

Effective beginning in the payroll period following ratification by the parties and signature by the last signing party.

		1	2	3	4	5	6	7
Annual	13	\$42,369.60	\$44,491.20	\$46,737.60	\$49,088.00	\$51,563.20	\$54,163.20	\$56,888.00
Bi-Weekly		\$1,629.60	\$1,711.20	\$1,797.60	\$1,888.00	\$1,983.20	\$2,083.20	\$2,188.00
8 Hr Hourly		\$20.37	\$21.39	\$22.47	\$23.60	\$24.79	\$26.04	\$27.35
8 Hr OT		\$30.56	\$32.09	\$33.71	\$35.40	\$37.19	\$39.06	\$41.03