

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 <div style="text-align: right; margin-right: 100px;">Time needed:</div>	
SUBJECT: 2021-2023 Corrections Deputies Collective Bargaining Agreement	
FISCAL IMPACT: \$XX.XX in wages for 2022 and \$XX.XX in wages for 2023. \$100,674 in benefits for 2022	
BACKGROUND: Bargaining teams have reached a tentative agreement after fourteen negotiation sessions, and four mediation sessions for the 2021-2023 Corrections Deputies CBA. Summary of settlement details (other than minor administrative edits, including date changes): Article 3 – Updating language that reflects new union representation practices Article 5 – Removal of language relating to a provisional employee Article 8.1 – Updating PTO accrual language in first and last months of employment which align with County policy Article 9.6 – Updating Overtime language to incorporate process for mandatory overtime assignment Article 10 – Add Juneteenth holiday Article 13 - Updating Workers' Comp language to align with current County policy Article 15 – Updates to disciplinary procedures which reflect negotiated changes by the Union and County, as well as updates as a result of changes to state law. Article 21 - Increased County benefits contribution Article 22 - 11% COLA upon ratification and 4% COLA for 2023 Article 25.4 – Establishes a Labor Management Committee	
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, M Burgess, 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**

2021-2023 CORRECTIONS DEPUTIES 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 2021-2023 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

2021-2023
COLLECTIVE BARGAINING AGREEMENT

Between

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

and



TEAMSTERS LOCAL UNION NO. 839
REPRESENTING
FRANKLIN COUNTY CORRECTIONS DEPUTIES

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - DEFINITIONS OF EMPLOYEES	3
ARTICLE 6 - SENIORITY	3
ARTICLE 7 - LAYOFF AND RECALL	4
ARTICLE 8 - PAID TIME OFF	5
ARTICLE 9 - HOURS OF WORK/OVERTIME	7
ARTICLE 10 - HOLIDAYS	12
ARTICLE 11 - MILITARY AND JURY LEAVE	12
ARTICLE 12 - FAMILY MEDICAL LEAVE OF ABSENCE (FMLA)	13
ARTICLE 13 - PTO ADJUSTMENT FOR WORKERS' COMPENSATION	13
ARTICLE 14 - BEREAVEMENT LEAVE	14
ARTICLE 15 - DISCIPLINE AND DISCIPLINARY PROCEDURES	14
ARTICLE 16 - GRIEVANCE PROCEDURE	18
ARTICLE 17 - UNIFORMS AND CLOTHING ALLOWANCES	21
ARTICLE 18 - WAIVER OF PORTION OF AGREEMENT	21
ARTICLE 19 - SAVINGS CLAUSE	21
ARTICLE 20 - STRIKES AND LOCKOUTS	21
ARTICLE 21 - HEALTH AND WELFARE	22
ARTICLE 22 - SALARIES AND CLASSIFICATIONS	23
ARTICLE 23 - PAY ARRANGEMENTS	25
ARTICLE 24 - NON-DISCRIMINATION	24
ARTICLE 25 - UNION-MANAGEMENT RELATIONS	24
ARTICLE 26 - NEGOTIATIONS AND TERM OF AGREEMENT	25
APPENDIX "A"	28

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 Corrections Deputies, 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 non-supervisory corrections personnel employed by Franklin County, excluding elected officials, officials appointed for a fixed term of office, confidential employees, supervisors, and all other employees of the employer.
- 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 law enforcement 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 superior officer;
- (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 Corrections Deputy. A regular corrections deputy is a full-time employee who has been appointed in accordance with the Civil Service Commission Rules and Procedures, has served their probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and be provided the benefits established in the terms and conditions of this Collective Bargaining Agreement.
- 5.2 Probationary Employee. A probationary employee shall be defined as any new hire who has not been employed by the County during the previous 12 calendar months as a regular corrections deputy, and includes any corrections deputy who has not completed 12 months of service with the County since the first day of employment and received a satisfactory end of probation performance evaluation. Probationary employees shall work under the provisions of this Agreement, but shall serve at will, on a trial basis and may be discharged without cause and without recourse under this Agreement.

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 Deputy since their last date of hire, including any authorized leave of absence up to a maximum of one 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 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, forfeit all employment rights and the County shall have no obligation to rehire an employee under the following conditions:
- (a) The employee voluntarily leaves the service of the County; or
 - (b) The employee is discharged for just cause; or
 - (c) The employee is discharged during probationary period; or
 - (d) The employee is laid off for a period in excess of 12 consecutive calendar months; or
 - (e) The employee retires from the County.
- 6.4 No Loss of Seniority after Promotion and Return to Former Position. An employee who is promoted within a 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
- 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 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 10 calendar days after the County mailed the notice. An employee so notified must indicate their acceptance of said re-employment within 10 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 year to retain these recall rights and must have successfully completed their one 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	22.67
1 year but less than 3 years	24.00
3 years but less than 5 years	25.33
5 years but less than 10 years	26.00
10 years but less than 15 years	29.33
15 years or more	32.67

Employees shall accrue PTO in their first month of employment provided they physically work at least 40 hours in the month.

Employees shall accrue PTO in their last month of employment provided 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.

When an employee resigns, accrued PTO will be paid, up to a maximum of 510 hours, provided the employee has given at least 14 calendar days' notice prior to separation of employment.

- 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. All requests for leave are subject to approval in writing by the Sheriff. Leave requests for a block of days off for the upcoming calendar year shall be submitted during the prior October. By November 15th, the request will be approved or denied and the copy returned to the employee. The first round of approved leaves will be

posted by November 15th. Employees will have until December 1st to submit second leave requests. Re-submittals will be acted upon and returned to employees by December 15th. Approved leaves will be posted by December 15th. This process will be conducted on a seniority basis; however, seniority will apply to the employees' first round picks, and then to the employees' second round, if any.

Dates for vacation bidding may be deferred if mutually agreed if shift scheduling for the following year is not accomplished by October.

PTO requests submitted after December 15th will be considered on a first come basis. PTO requests submitted after December 15th will be approved or denied within five (5) workdays of the sergeant assigned to the same shift who is receiving the request.

Each designated shift of employees assigned to maintain full custody inmates may have two (2) employees per shift on scheduled PTO at any given time. If granting two (2) employees off at the same time causes more than one overtime shift, only one (1) employee will be granted the time off. All corrections employees regardless of their individual shift assignment to a group of inmates are subject to the five (5)-day PTO request submittal rule as outlined in this Article.

- 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 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 employed at the time of ratification by all parties, any existing annual and sick leave hours above 600 will be moved into an Extended Illness Time Bank to 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.
- 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 Work Week. The normal work day consists of a 24-hour period beginning at the start of the employee's work shift. An employee's work shift shall consist of eight (8), 10 or 12 consecutive hours. The normal workweeks will be determined by the Sheriff. The Sheriff shall have the right to implement a work period consisting of a seven (7)-day work period and/or a 28-day work period.
- (a) The work week will begin on Sunday and end 168 hours later on the following Saturday. The work day shall consist of eight (8) hours or 10 hours of work and rest periods taken as the situation permits at or near the mid-point of each half shift. A regular work week shall consist of no more than 40 hours in any work week exclusive of overtime assigned, if any.
 - (b) The Sheriff and the Union may elect to schedule work on a 12-hour shift basis. If a 28-day work period is implemented, the work period will begin on the date designated by the Sheriff and end 672 hours (28-days) later. The work day may consist of 12-hours. The overtime threshold will be after 12-hours in a work day. All work performed in excess of 12 hours in a workday, or on a scheduled date off will be overtime.
- 9.2 Meal and Rest Periods. Each work day shall include a 45 minute meal period as near to the middle of the work day as practical which constitutes compensated duty time. Rest breaks or coffee breaks, shall consist of two 15 minute periods, one during the first half of the shift, the second during the second half of the shift. Employees remain subject to call throughout each work day and, in an emergency a meal period and/or rest break may be interrupted, altered or missed, which shall not result in any additional compensation.
- 9.3 Meals Furnished for Corrections Staff. Employees who work four (4) hours or more beyond their regularly scheduled shift will be provided with a meal or meal stipend (per County policy) at the discretion of the Sheriff.

- 9.4 Shift Trades. Employees may trade shifts when unforeseen circumstances arise. In such circumstances, the requesting employee must first receive approval from the Sheriff, their designee, or their immediate supervisor. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation. The employees assume responsibility to ensure the trade is reciprocated. Regular salary is not affected by shift trades.
- 9.5 Emergency Shift Changes. In the event of a bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the affected employees. Employees affected by an emergency shift schedule change shall not receive overtime for working a rescheduled work shift unless the employee works in excess of 40 hours in the work week(s) involved if workweek in 9.1(a) is in effect, or over 12 hours in a day if work schedule in 9.1(b) is in effect.. The Sheriff shall not reschedule assigned work shifts for purposes of avoiding payment of overtime. The term “bona fide emergency” includes a life-threatening situation, civil disorder, natural disaster, unexpected events constituting pressing community necessity, and an unforeseen employee absence due to a FMLA-qualifying event, or employee quit without notice (excluding use of earned leave under ordinary circumstances).
- 9.6 Overtime. Work performed in excess of 40 hours in a week if work schedule 9.1(a) is in effect, or over 12 hours in a day if work schedule 9.1(b) is in effect shall be compensated at one and one-half times (1.5x) the employee's regular rate of pay. For the purposes of overtime calculations and payroll documentation, the work day will be the date on which the shift began. All approved leaves shall constitute hours worked for purposes of the computation of work hours during the workweek.

The following rules will govern the assignment of overtime. Overtime shall be offered as equitably as possible, subject to the following rules:

- (a) Overtime will be scheduled in advance whenever possible.
- (b) Only one supervisor is required to be on duty at any given time. If a sergeant and corporal are scheduled to work and either calls in sick, then overtime will be offered to line staff, unless a transport is scheduled or a supervisor is required. For purposes of this section, “line staff” shall be defined as all Corrections Deputies who are not considered supervisors. “Supervisors” shall be defined as those who hold the rank of corporal or sergeant.

Overtime opportunities may be filled in any of the following ways:

- (a) By offering voluntary overtime to employees who have stated their desire to work overtime, on the overtime board. The employees on the overtime board agree to be available by phone or otherwise, and to accept an overtime request if called. Employees will take themselves out of “available status” for days when they are unavailable.
- (b) By offering voluntary hold-over overtime to those who are on-duty, such overtime shall be offered first to the most senior employee down to the most junior qualified

employee. Voluntary hold-over overtime may be assigned in this manner at the Sheriff's discretion.

Employees shall be provided a minimum of one (1) hour notice when the overtime they are scheduled to work has been cancelled. If not cancelled timely, the employee shall receive a minimum of two (2) hours of straight time pay.

- (c) By offering voluntary call-in overtime to employees who are on the next upcoming shift, these employees will be called in on the overtime list first and then by seniority.
- (d) Overtime will not be offered to or imposed on anyone who is beginning authorized PTO at the end of the shift, except when no other alternative exists.

When mandatory overtime assignment is required, it shall be subject to the following point/checkmark system:

- (a) All employees working a shift with no overtime will have zero points/checkmarks added to their total. Employees working a shift with overtime will receive a point/checkmark added to their total. A list of the point/checkmark totals will be maintained on a clipboard in the supervisors' office. When mandatory overtime is necessary, the overtime assignment will go to the employee on the shift with the least number of points/checkmarks.
- (b) In the event of a tie, the least senior employee with the lowest number of points/checkmarks will be assigned the mandatory overtime.
- (c) An employee's point/checkmark total increases only if the deputy has worked at least two (2) hours of overtime.
- (d) The first day of each calendar month, the point/checkmark totals for all employees will revert to zero.

9.7 Call-back for Court. In the event overtime or court appearance is not an extension, either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours. If overtime is for court, the employee shall not be required to perform duties unrelated unless an emergency exists. The minimum of three (3) hours shall be paid at the straight time hourly rate, with all time in excess of three (3) hours paid at time and one-half (1.5) the hourly rate of pay for time actually worked.

9.8 Call-back Unrelated to Court. An employee who is required to return to work after completing their regular shift and having left the premises, shall be paid, a minimum of two (2) hours at the overtime rate for hours worked.

9.9 Compensatory Time Off. Compensatory time may be accrued and taken in lieu of pay as provided by the Fair Labor Standards Act (FLSA). Compensatory time will be accrued with

mutual agreement of the supervisor or department head and the employee, up to 40 hours, and shall be taken off within the calendar year it is earned. 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 any change in pay status or Cost of Living Adjustment (COLA).

- 9.10 Shift Schedule. The shift schedule shall be determined by the Sheriff. The Sheriff shall provide at least 10 calendar days' notice of a change in such shift scheduling except in the event of a bona fide emergency. Notices shall be posted on the department bulletin board. This Article does not restrict the Sheriff's management right to meet operational needs by moving individual Corrections Deputies to a different regular shift temporarily in order to address staffing issues.
- 9.11 Travel Time. The employee shall be paid overtime compensation as required by the FLSA as a result of travel time to and from any authorized assignment (per County policy).
- 9.12 Kelly Days. Employees regularly working 12-hour shifts receive one 12-hour Kelly day in each 28-day work period under Section 9.1(b). The Kelly day cannot be carried from one 28 day work period to the next. Each employee must schedule use of the Kelly day, in advance, in coordination with the employee's Squad Sergeant or designee to help ensure that the employee receives the Kelly day each pay period and to minimize impact on coverage. If an agreement cannot be reached between the employee and Squad Sergeant or designee on the scheduling of the Kelly day, the Squad Sergeant's decision cannot be grieved. In the case of a conflict between two (2) or more employees wanting the same Kelly day, seniority shall be considered. In the event that the Squad Sergeant determines that the employee's Kelly day cannot be scheduled within the 28-day period, then the employee will be paid for the 12 hours.
- 9.13 Training Days.
- (a) Each squad working 12 hour works shifts will have six and one-half (6.5) designated training days each calendar year. Training days will be designated annually at the first of the year to facilitate the squad's PTO scheduling, etc. Supervisors or the Sheriff's designee will consult with their squad members in order to determine the best dates to conduct the training and provide that input to the training coordinator.
 - (b) Attendance at training is mandatory. A make-up training day may be identified if available for any squad member missing the specified training day. Except for extenuating circumstances, employees will only be given one opportunity for make-up. Failure to attend either the primary or make-up training (if one is available) will result in the employee forfeiting one hour of PTO for each hour of training missed, to be deducted from the employee's PTO bank.
 - (c) Training days are to be used for training. In the case of an emergent need, as defined by the Sheriff, training will be rescheduled and employees will be paid overtime for hours worked other than for training on a scheduled training day.

9.14 Other Provisions.

- (a) There shall be no pyramiding of overtime, Kelly time, and/or holiday (1.5x) pay. There shall be no automatically scheduled overtime as a result of normal 12-hour scheduling. Once a Kelly day is scheduled, if an employee has an unanticipated absence (i.e., unscheduled PTO) on the scheduled Kelly day the employee shall be permitted to use the appropriate leave for the unanticipated absence rather than the Kelly day and the Kelly day will be rescheduled. Kelly time instead of other paid leave will be used for an employee's unanticipated absence by mutual agreement of the parties.
- (b) If rescheduling of a Kelly day is required by the Sheriff's Office to maintain minimum staffing levels, absent mutual agreement between the employee and the Sheriff or designee, the Sheriff shall give the employee seven (7) calendar days advance written notice of the Kelly day rescheduling.

9.15 Safety Release. The Sheriff's Office will make every reasonable effort to ensure an employee will not work more than 16 hours consecutively unless deemed necessary by the Sheriff or his designee.

- (a) An employee who is required by the County to work 16 or more hours in any 24 hour work day and who is scheduled to work a work shift in the next 24 hour work day shall be guaranteed at least nine (9) hours off duty before being required to return to active duty status.
- (b) When practical, prior to working 16 or more hours in any 24 hour work day, the employee shall make the on-duty shift supervisor aware that the employee believes their current work assignment may result in the employee working 16 or more hours in the 24 hour work day.

9.16 Shift Assignments. Probationary employees will be included in the shift selection process on the basis of their date of hire as regular employees. When probationary employees are hired, they will temporarily be assigned to the shift of the individual whose departure created the vacancy they filled and will remain on that shift until the next shift bid, unless a different assignment is necessary to balance the shift. It is understood the Sheriff will attempt to assign at least one (1) woman and one (1) man on duty for each shift consistent with the departmental policies and operational needs as administered and determined by the Sheriff.

- (a) The Sheriff will determine at what intervals shift rotations will occur. The Sheriff may set a time limit on how long employees may remain on any given shift.
- (b) The Sheriff may return to a standard shift rotation and assign employees to shifts, provided 30 days written notice is given to the employees.

- (c) The Sheriff will make determinations periodically regarding the balancing of personnel on shifts based on experience and gender. The Sheriff will also provide for a split seniority list/criteria as between men and women when employee preferences are considered.

ARTICLE 10 - HOLIDAYS

10.1 Recognized Holidays. Holidays observed by the County are:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 (effective 2022)
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25
Christmas Holiday	December 24

10.2 Holiday Pay.

- (a) Holiday hours are included in the accrual rates for PTO as reflected in Article 8.1.
- (b) Work performed on a holiday shall be paid at one and one-half times (1.5x) the employee's regular rate of pay.
- (c) For the purposes of holiday pay, the work day will be the date on which the shift began, consistent with Article 9.7. For example, if an employee starts work at 10:00 p.m. on December 25, the entire shift will be paid at one and one-half times (1.5x) the employee's regular rate of pay. If an employee starts work at 10:00 p.m. on December 31, the entire shift will be paid at the employee's regular rate of pay.

10.3 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 as outlined by this Article.

ARTICLE 11 - MILITARY AND JURY LEAVE

11.1 Military Leave. This section shall be in compliance and in accord with any State or Federal leave law regarding the subject. In case of military leave, the County abides by the provisions of the laws of the State of Washington (RCW 38.40.060) and applicable federal law. Employees who are members of the National Guard or Federal military reserve units are entitled to be absent from their duties for up to 21 days with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

- 11.2 Jury Duty. Any employee summoned to report to Jury Duty while working any shift other than days shall, within three (3) days of receiving such summons, respond and request to be rescheduled to their next period of day shift assignment. The employee shall notify the Sheriff or designee of the summons, request to be rescheduled, outcome or other related event within three (3) days of each.
- (a) Any necessary 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 receives additional compensation for their jury service (exclusive of travel reimbursement), such payment shall be signed over to the County Treasurer.
 - (b) Employees shall report to work during all hours they are released from Jury Duty. If less than two (2) hours remain from the time of release to the end of the employee's regular shift, the employee shall contact their direct supervisor and receive direction on whether or not to report to work for the remainder of the shift.
 - (i) If the supervisor requires the employee to return to work, the employee shall return to work to complete their shift.
 - (ii) If the supervisor does not require the employee to return to work, the employee shall have the option to return to work to complete their shift or request leave time for the balance of their shift.

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 time 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 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 - 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 leave 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. Employees on approved leave cannot substitute Bereavement Leave for approved PTO.

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) Written reprimands;
- (b) Suspension;
- (c) Reduction of pay for a term in lieu of suspension;
- (d) Demotion with a reduction in pay as specified by the County as part of the discipline;
- (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 on their direction to their designee to do so.

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 18 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 or Civil Service for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions and/or discharge.
- 15.5 Bill of Rights. In order to maintain public credibility and accountability, circumstances often require an immediate investigation by superior deputies designated by the Sheriff. The following guidelines are intended to ensure that these investigations are conducted in a manner which is conducive to good order and discipline of the Sheriff's Office.

Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

- (a) When the Sheriff or his designee has basis to investigate a question of employee conduct or performance, such investigation will be commenced within 30 days of the Sheriff's knowledge of the basis for investigation. Whenever the Sheriff or his designee decides to conduct a formal internal investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of the complaint and that this Article applies.
- (b) Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the day-time.
- (c) Interviews shall take place at the Franklin County Sheriff's office facility, except where impractical. An employee who reasonably anticipates that they may be disciplined under the circumstances shall be afforded the opportunity for a representative of the Union to be present at the interview. The employee will be allowed a reasonable time under the circumstances to obtain a Union representative to be present at the interview. The representative shall not be a subject or witness of the inquiry. The representative may participate in the interview, may ask to have questions clarified, may suggest that the employee give a more thorough answer, may object to questions outside the announced scope of the interview, and may object to what they believe is harassment. The representative, however, shall not interfere or impede the progress of the interview nor can they direct the employee not to answer

any of the questions asked. The interview shall not be overly long and at any time during an interview, the employee or their Union representative may request to take a break for personal necessities, meals, telephone calls, and rest periods, provided no question from the investigator is pending. The investigator shall grant the request for a reasonable time. This section shall not preclude the Sheriff or their designee from ordering a statement immediately, provided that the inquiries are limited in scope to enable investigators to understand what occurred in order to investigate, collect evidence, prevent the destruction of evidence, and preserve evidence. Any such preliminary statement shall not be used against the deputy in any criminal proceeding.

- (d) It shall be unlawful for the County to require any employee covered by this agreement to take, or be subjected to, any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action. This section does not exclude mutually agreed upon exculpatory polygraph examinations.
- (e) At the consent of both parties an administrative interview may be recorded. One (1) copy shall be provided to the employee and one (1) copy to the Union representative. Within three (3) days prior to pre-disciplinary hearing, the employee shall be advised of the results of the investigation, the recommended disposition, and shall be furnished a complete copy of the investigation report. Employees shall not be subject to any abusive or profane language, nor shall investigators make any promise or offer of reward as an inducement to answer questions.
- (f) Use of Deadly Force Situations. When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for 24 hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects, and may be requested to conduct a walk through. The affected employee may waive the requirement to wait 24 hours.
- (g) Within three (3) days of the completion of the investigation and at least three (3) days prior to pre-disciplinary hearing, the employee shall be advised of the results of the investigation, the recommended disposition, and shall be furnished a complete copy of the investigation report.

The Sheriff's Office shall maintain only one (1) working personnel file for each deputy, maintained in the Franklin County Human Resources Department. The personnel file shall include, but is not limited to: all misconduct and equal employment opportunity complaints, progressive discipline (e.g., written reprimands, supervisor coaching, suspensions, involuntary transfers, investigatory files) and disciplinary appeal and litigation records. The County shall maintain a deputy's personnel file while employed with the County and 10 years afterwards.

The Sheriff's Office will report any misconduct by a deputy and resulting discipline as required by law. Upon receiving a request for all or part of a deputy's personnel file, the County shall notify the affected deputy of the request. Except as otherwise required by law, the County shall delay the release of a deputy's personnel file for three (3) business days after receiving said request. The County will not produce any information within a deputy's personnel file that State law does not demand its release.

This section shall not apply to a criminal investigation conducted by another law enforcement agency. Furthermore, this section shall not prevent informal inquiry following any report of potential misconduct to the Sheriff's Office. The informal inquiry will be limited to determining what occurred according to the involved deputy. The Sheriff's Office agrees that it shall only rely upon the involved deputy's formal interview statement for all administrative purposes.

15.6 When the Investigation Results in Disciplinary Charges Being Recommended.

- (a) The employee and the Union, upon request, will be furnished with a copy of the summary report of the investigation.
- (b) If the supervisor's decision is to recommend dismissal, demotion, reduction in pay, or suspension without pay in accordance with Loudermill case law, the following procedures will be followed:
- (c) The employee and the Union shall be provided with written notice of the charges for the disciplinary action, the facts upon which the charges are based, and the range of discipline under consideration. The notice shall state that the employee has the right to a hearing for the purpose stated in this Article of this Agreement.
- (d) A hearing before the Sheriff or the Sheriff's designee shall be scheduled upon written request of the Union within 10 calendar days after receipt by the employee and the Union of the notice. Failure to request a hearing within such period shall constitute waiver of the right to a Loudermill hearing.
- (e) The employee and the Union shall have the right to have an Union representative at the hearing.
- (f) At the hearing, the employee and the Union may present written or oral arguments, the employee's account of the events, otherwise refute the charges, and explain factors in mitigation.
- (g) The Sheriff or the Sheriff's designee shall provide the employee and the Union written documentation of the decision within 15 days.

- (h) Pursuant to RCW 43.101.135, any discipline imposed by the Sheriff's office shall remain in the employee's personnel file while they are employed by the County and for 10 years thereafter.
- 15.7 When Disciplinary Action Results. When the investigation results in a determination of sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee's personnel file.
- 15.8 Just Cause Standard. For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- 15.9 Probationary Employees. This Article shall apply to disciplinary action involving probationary employees, except for dismissal. The parties recognize that a decision that an employee has failed to satisfactorily complete probation is administrative and is not discipline.

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 15 calendar days of its occurrence, then such dispute and grievance shall be forever waived if a matter involves disciplinary action, then any party must file either a written demand for an investigatory hearing before the Civil Service Commission or a grievance within 15 calendar days from the date of such disciplinary action, otherwise such appeal or grievance is forever waived. Failure to pursue a

grievance to the next step renders final and conclusive the last determination and response of the party against whom the grievance was filed.

- 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 (5) 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 15 calendar 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 15 calendar days from the disciplinary action or occurrence. Since disciplinary action is not final unless approved by the Sheriff, a grievance based on discipline may be presented in written form within 15 calendar days from notification of imposition of discipline directly at Step 2 of the grievance procedure. 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 calendar 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 calendar days of their response in Step 1, above, the grievance, in written form, shall be presented to the Sheriff, unless the grievance is one which has been initiated in Step 2. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within 10 calendar days after receipt of the grievance.

Step 3: Upon mutual agreement a grievance not resolved under the above steps may be referred to PERC mediation.

Step 4:

- (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 representative 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) 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 the arbitration award was arbitrary, capricious and 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) 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 Article 15, the County and the Union shall each be responsible for its own attorneys' fees; the County and the Union expressly waive any right to recover attorneys' fees pursuant to RCW 49.48.030 or any other statutory provision. 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.
- (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 AND CLOTHING ALLOWANCES

All required equipment and uniforms will be provided by the Franklin County Sheriff's Office.

ARTICLE 18 - WAIVER OF PORTION OF AGREEMENT

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

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 and 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 or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated section or portion thereof.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20.1 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.

- 20.2 Discharge for Violations. The Sheriff or designee may discharge and/or discipline any employee who violates Section 20.1. 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.
- 20.3 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.
- 20.4 Lockout Prohibited. No lockout of employees shall be instituted by the County during the term of this Agreement.

ARTICLE 21 - HEALTH AND WELFARE

21.1 Health and Welfare Benefits.

Effective beginning in the payroll period following ratification by both parties and signature by the last signing party, the County will contribute a maximum of \$1,379.56 per month toward the medical, dental, vision, basic life insurance, long term disability and employee assistance program premiums.

- (a) Copayment of Premium. Any amounts in excess of the County's maximum medical contribution, as established above, necessary to pay the premiums for the employee and/or dependents shall be the responsibility of the employee by payroll deduction.
- (b) 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.
- (c) Required Participation. Employees shall participate in coverage as required by the Benefits Administration Policy.

- 21.2 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.

- 21.3 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 22 - SALARIES AND CLASSIFICATIONS

- 22.1 Wages. The parties agree that the 2021 Corrections Salary Schedule is based on the 2020 Salary Schedule.

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 eleven percent (11%). 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.

Effective January 1, 2023, the 2022 Salary Schedule will be increased by four percent (4%). The Director of Human Resources and the Union Representative will confirm calculations to be reflected in Appendix A to this CBA.

Retroactivity. Retroactivity does not apply to this contract 2021-2023.

- 22.2 Bilingual Incentive Pay. For English-Spanish and sign language bilingual employees, two percent (2%) will be added to base salary for employees who have completed the certification process as determined by the Sheriff.
- 22.3 Education Incentive Pay. An additional one percent (1%) will be added to base salary for an AA degree and an additional two percent (2%) will be added to base salary for a BA/BS degree. Degree must be from an accredited college or university recognized by the State of Washington.
- 22.4 Corrections Training Officer (CTO) Incentive Pay. Employees will have two percent (2%) added to their base salary while actively engaged in CTO duties as determined by the Sheriff. Corporals and Sergeants are not eligible for CTO incentive.

ARTICLE 23 - PAY ARRANGEMENTS

- 23.1 Payday. All employees shall be paid bi-weekly. Deductions shall be those required by law or employee authorization in writing.
- 23.2 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.

- 23.3 Final Paycheck. Upon separation of employment, the County will pay monies due the employee less necessary adjustments on the pay period following the last paycheck for regular wages, provided the employee has returned all items of Sheriff's property. This Article shall not limit or restrict other remedies which may be available to the Sheriff.

ARTICLE 24 - NON-DISCRIMINATION

The County and the Union shall agree that they will not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, marital status, sexual orientation, national origin, age, sex, obesity, or disability which may be accommodated reasonably.

ARTICLE 25 - UNION-MANAGEMENT RELATIONS

- 25.1 All collective bargaining with respect to all Articles within the scope of this Agreement shall be conducted with the County and by authorized Union representatives. A Union official who is an employee in the bargaining unit and serves as a Steward and/or a member of the Negotiating team 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 representative 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.
- 25.2 Union Investigative and Visitation Privileges. The Labor Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit activities during such investigations to matters relating to this Agreement. County work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.
- 25.3 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..
- 25.4 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 (3) union members chosen by the union and three (3) management members chosen by management. The labor management committee may schedule meetings at mutually agreeable times, generally every two (2) 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 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, 2023. Either party may reopen labor negotiations during the second quarter or later of 2023 for the year 2024.
- 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.

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:

FRANKLIN COUNTY SHERIFF'S OFFICE


Jim Raymond, Sheriff

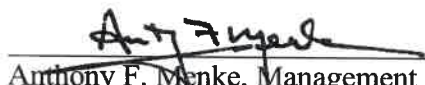
FRANKLIN COUNTY COMMISSIONERS

Chair

Chair Pro Tem

Member

Represented by:



Anthony F. Menke, Management Labor Attorney
and Chief Negotiator

FOR THE UNION:

TEAMSTERS LOCAL NO. 839

 5-22-2022
Russell Shjerven, Secretary/Treasurer


Jesus Alvarez Jr, Business Representative


McKenzie Burgess, Lead Shop Steward

Approved as to form:


Prosecuting Attorney's Office

APPENDIX "A"

2022 CORRECTIONS SALARY SCHEDULE

	1	2	3	4	5	6	Corporal	Sergeant
Annual	\$50,783.00	\$53,327.00	\$55,998.00	\$58,801.00	\$61,752.00	\$64,842.00	\$70,037.00	\$77,043.00
Bi-Weekly	\$1,953.19	\$2,051.04	\$2,153.77	\$2,261.58	\$2,375.08	\$2,493.92	\$2,693.73	\$2,963.19
8 Hr Hourly	\$24.41	\$25.64	\$26.92	\$28.27	\$29.69	\$31.17	\$33.67	\$37.04
8 Hr OT	\$36.62	\$38.46	\$40.38	\$42.41	\$44.54	\$46.76	\$50.51	\$55.56

2023 CORRECTIONS SALARY SCHEDULE

	1	2	3	4	5	6	Corporal	Sergeant
Annual	\$52,815.00	\$55,461.00	\$58,238.00	\$61,154.00	\$64,223.00	\$67,436.00	\$72,839.00	\$80,125.00
Bi-Weekly	\$2,031.35	\$2,133.12	\$2,239.92	\$2,352.08	\$2,470.12	\$2,593.69	\$2,801.50	\$3,081.73
8 Hr Hourly	\$25.39	\$26.66	\$28.00	\$29.40	\$30.88	\$32.42	\$35.02	\$38.52
8 Hr OT	\$38.09	\$39.99	\$42.00	\$44.10	\$46.32	\$48.63	\$52.53	\$57.78