

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 Sheriff's Support Specialist Collective Bargaining Agreement	
FISCAL IMPACT: \$8,100 in wages and \$14,681.52 in benefits for 2022. \$18,025 for signing incentive.	
BACKGROUND: Bargaining teams have reached a tentative agreement after three negotiation sessions for the 2022-2024 Sheriff's Support Specialist CBA. This group changed representation from USW to the FOP for this contract. Due to the delay in PERC certifying this group, prior to negotiations commencing, there was an agreement pursuant to <i>Christie v. Port of Olympia</i> that the parties would negotiate the matter of retroactivity. Summary of settlement details (other than minor administrative changes, or changes to dates): Article 5 - Removal of language relating to part-time employee Article 6.5 - Addition of language which clarifies seniority should someone who was promoted out of the bargaining unit return to it Article 10 - Alignment with non-bargaining County policy regarding bereavement leave Article 11.1 - Addition of Juneteenth Article 15.5 - Adding language that clarifies an employee gets to choose the contractual or Civil Service procedures when discipline is imposed. Article 21.1 - Updating County benefits contribution amounts Article 22.1 - 3% COLA and language that should any other non-interest arb group get a mid-year COLA, they would too. Language added that guarantees a comp review will be completed for this group before wage openers in the fall. Article 25.3 - Christie agreement signing incentive of \$2575 for employees employed at the time of ratification	
RECOMMENDATION: Parties below recommend ratification of the CBA as presented.	

COORDINATION: Negotiation teams representing the County and the Sheriff's Support Specialist unit reached a tentative agreement which was ratified by the bargaining unit and the CBA has been signed by the Guild President, T Boise. 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 name(s) 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 SHERIFF'S SUPPORT SPECIALIST 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 the Franklin County Sheriff's Office Support Staff Guild, is hereby approved by the Board.

DATED this _____ day of _____, 2022.

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

Chair

Chair Pro Tem

ATTEST:

Member

Clerk of the Board

Resolution No.

2022-2024
COLLECTIVE BARGAINING AGREEMENT

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

and

FRANKLIN COUNTY SHERIFF'S OFFICE
SUPPORT STAFF GUILD

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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 the "County," and the Franklin County Sheriff's Office Support Staff Guild, hereinafter referred to as "Guild". 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 maintain harmonious relations between the County and the Guild.

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.

ARTICLE 2 - RECOGNITION

- 2.1 The County recognizes the Guild as the exclusive bargaining representative of full-time and regular part-time Sheriffs Support Specialist employees of the Franklin County Sheriff's Office, excluding supervisors, confidential employees and correction officers, and excluding temporary, casual, and provisional employees.
- 2.2 The Guild recognizes the Board of County Commissioners and the Sheriff, or their designees, as the representatives for the County.

ARTICLE 3 - GUILD SECURITY/RIGHTS AND DUES CHECK-OFF

- 3.1 **Dues and Fees.** When an employee provides written authorization to the County and to the Guild, the County will deduct from the employee's salary, an amount equal to dues or service fees required to be a member or represented by the Guild.
- 3.2 **Notification.** When the County hires a new employee in a position covered in the bargaining unit, the County shall, within seven calendar days of the date of employment, notify the Guild in writing giving the name, personal email address, hire date, address, and classification, including wage, of the employee hired. The County will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the Guild's exclusive representation status. The County will furnish the employees hired into bargaining unit positions membership materials supplied by the Guild. Per statute, Guild representatives shall be given 30 minutes paid time with each new employee to discuss Guild membership.
- 3.3 **Dues Cancellation.** An employee may cancel payroll deduction of dues and/or service fees by written notice to the County and the Guild on the appropriate Guild cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.
- 3.4 **Indemnification.** The Guild agrees to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that arise against the

County for or on account of compliance with this Article and any issues related to the deduction of dues or fees.

- 3.5 **Guild Steward.** The Guild shall designate one individual who shall be identified as Steward and inform the Sheriff in writing of the individual serving in this capacity

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 **County Prerogatives Recognized.** The Guild 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 lawful 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 the 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 Office 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 County services provided by the Sheriff in emergencies.

- 4.3 **Related Mandates.** The foregoing County prerogatives are exercised by the Board of Commissioners and/or the Sheriff regarding matters within their respective spheres of control and shall not be deemed to be exclusive of other County prerogatives not restricted by this Agreement.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 **Regular Support Specialist Employees:** A regular support specialist employee is a full-time non-uniformed employee who has been appointed in accordance with the Civil Service Commission rules and procedures, has served the probationary period, and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Agreement.
- 5.2 **Probationary Employee:** A probationary employee shall be defined as any employee during the first 12 consecutive months of employment by the County who has not completed 12 calendar months of service with the County since the first day of employment in the current classification. Probationary employees shall work on a trial basis throughout the probation period, during which period the employee may be separated without just cause and without any recourse.

ARTICLE 6 - SENIORITY

- 6.1 **Continuous Service.** Continuous service, as used in this Agreement, is determined by the length of an employee's continuous service with the County 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 Guild 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 use of their Civil Service Examination ranking.
- 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 separated during the 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 employment with the County.

6.4 **Seniority Applies Within Divisions.** Seniority will operate on a divisional basis. Seniority divisions shall be established for line duties and support duties.

6.5 **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. In the event the employee is promoted within the bargaining unit but then returned to their prior position, the employee will earn seniority as if the employee had not been promoted. However, an employee appointed to a non-civil service position will not earn seniority within the Guild while in the appointed position.

ARTICLE 7 – LAYOFF AND RECALL

In the event of a layoff or reduction in personnel, employees will be laid off in inverse order of their seniority within the affected job classification. An employee who has been laid off will have first opportunity to fill a vacancy in any job classification previously held by the employee within the bargaining unit. Notification of eligibility for recall shall be by certified mail to the employee's last known address within the 12 months following the layoff or reduction in personnel and must be accepted within 10 days or all recall rights shall be lost.

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	15.34
1 year but less than 3 years	16.67
3 years but less than 5 years	18.00
5 years but less than 10 years	18.67
10 years but less than 15 years	22.01
15 years or more	25.34

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, except:
- (a) 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 annual leave 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 scheduled PTO are subject to approval in writing by the Sheriff or their designee.
- (a) Eligible employees must take at least one (1) block of 40 hours off per calendar year.
- 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 their immediate supervisor in accordance with established call-in procedures. Notifications shall be consistent with Article 13, if applicable.
- 8.8 **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 consecutive working days, if requested by the Sheriff or his designee. Such requests shall be consistent with Article 13, if applicable.
- 8.9 **Extended Illness Time Bank (EIT).** EIT may be used as follows:
- (a) Time will be used from this bank first when an employee calls out for PTO due to illness, until the bank is exhausted.
 - (b) EIT hours are not eligible for cash out upon separation.

ARTICLE 9 – HOURS OF WORK/OVERTIME

- 9.1 **Work Week.** The workday shall consist of eight (8), nine (9), or 10 hours of work, as determined by the Sheriff. Rest periods shall be taken as the situation permits at or near the mid-point of each half shift. A regular workweek shall consist of no more than 40 hours in any work week exclusive of overtime assigned, if any.
- (a) If an eight (8) or 10 hour work day is implemented, the work week will begin on Sunday and end 168 hours later on the following Sunday.
 - (b) If a nine (9) hour work day is implemented, the work week will begin at 12:00 p.m. on Friday and end 168 hours later on the following Friday.
- 9.2 **Work Schedule/M meal and Rest Periods.** The Sheriff may schedule workdays and meal periods taken as near to the middle of the workday as practical. The Sheriff may determine that meal periods are subject to interruption, must be taken at or near the work site, must be subject to interruption, and therefore constitute paid time; and Sheriff may determine that meal periods may be scheduled periodically for operational reasons as not subject to interruption and therefore not constituting hours worked. Rest breaks shall consist of two (2) 15 minute periods, one during the first half of the shift, the second during the second half of the shift.
- 9.3 **Shift Trades.** Employees may trade shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff, the Sheriff's 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 insure the trade is reciprocated. Regular salary is not affected by shift trades.

- 9.4 **Emergency Shift Changes.** In the event of 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. 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 personal disability or emergency constituting a serious health condition or Family and Medical Leave qualifying event (and excluding use of earned leave under ordinary circumstances).
- 9.5 **Overtime.** All work performed in excess of 40 hours per week shall be compensated for at one and one-half times the employee's regular straight time hourly rate.
- 9.6 **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 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 times (1.5x) the hourly rate of pay for time actually worked.
- 9.7 **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 hours at the overtime rate for hours worked.
- 9.8 **Compensatory Time Off.** Compensatory time may be accrued and taken in lieu of pay as provided by Fair Labor Standards Act (FLSA). Compensatory time will be accrued with mutual agreement of the Sheriff or designee 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).
- 9.9 **Hours of Work.** The normal workweek shall consist of 40 hours of work in a workweek. The number of hours per day and the corresponding number of days per week shall be determined periodically by the Sheriff. Employees shall be compensated at the rate of time and one-half for all hours worked in excess of 40 hours in the workweek established by the Sheriff.

- 9.10 **Shift Schedule.** The shift schedule shall be determined by the Sheriff. The Sheriff shall provide at least 10 business 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.
- 9.11 **Travel Time.** The employee shall be paid overtime compensation as required by State and Federal laws as a result of travel time to and from any authorized assignment.
- 9.12 **Time Worked.** PTO and holiday pay shall constitute time worked for the purposes of calculating overtime. All other time compensated for shall be counted as time worked for calculating overtime with respect to the 40 hour threshold.

ARTICLE 10 - 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 days in any one instance. Two additional days of bereavement leave may be granted when the one-way travel is a distance of 250 miles or more. For the purposes of Bereavement Leave, *immediate family* is defined as: Persons related by blood or marriage or legal adoption in the degree of consanguinity of grandparent, parent, spouse, registered domestic partner, brother, sister, child, grandchild, relative living in the employee's household, or otherwise approved by the Sheriff. The Sheriff's decision is not subject to grievance and non-precedent setting.

ARTICLE 11 - HOLIDAYS

- 11.1 **Recognized Holidays.** Holidays observed by the County are as follows:

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
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 Eve	2022- December 23
	2023- December 26
	2024- December 22
Floating Holiday (1)	

- 11.2 **Holiday Pay.**

- (a) Employees shall receive eight (8) hours of straight time pay for the holiday.
- (b) Work performed on a holiday shall be paid at one and one-half times (1.5x) the employee's regular rate of pay.

ARTICLE 12 – MILITARY LEAVE

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 calendar days with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

ARTICLE 13 – FAMILY AND MEDICAL LEAVE

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

ARTICLE 14 – LEAVE OF ABSENCE

At the discretion of the Sheriff, a leave of absence without pay may be granted for a period not to exceed one (1) year. Advancement in grade, paid time off, or retirement shall not be credited during the period of authorized leave of absence.

ARTICLE 15 – DISCIPLINE AND DISCIPLINARY PROCEDURES

15.1 Just Cause. The Sheriff or designee may discipline an employee for just cause including reasons set forth in the Rules and Regulations of the Franklin County Civil Service Commission but not limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Notwithstanding subsection 15.3, the Sheriff or the Sheriff's designee may suspend without pay, demote, reduce pay in lieu of suspension, or discharge an employee, following appropriate due process procedures, for a serious event which constitutes just cause for discipline including, but not limited to, reasons outlined by the Franklin County Civil Service Commission as set forth in the Commission's Rules and Regulations.

15.2 Forms of Discipline. Disciplinary action or measures shall include only the following:

- (a) Verbal reprimands;
- (b) Written reprimands;
- (c) Suspension without pay or 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.

15.3 Discipline Considerations.

- (a) **Timeliness of Discipline.** The parties recognize that just cause requires that discipline be taken timely and with consistency. Employees will be notified of impending discipline or the conduct of a disciplinary inquiry, or investigation, unless such notification could compromise a criminal investigation related to the same misconduct. Such notice will be given within 30 days of the Sheriff's actual notice of circumstances under investigation.
- (b) **Level of Discipline.** 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.
- (c) **Consideration of Prior Discipline.** 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.
- (d) An employee may request removal of records of prior discipline from the employees personnel file after the following time limits:
 - Verbal or written reprimands: 24 months after the warning providing there has been no intervening discipline.
 - Suspension without pay or reduction of pay in lieu of suspension without pay: Remains in personnel file permanently after the issuance of suspension providing there has been no intervening discipline
 - The burden of requesting the removal of verbal or written reprimands shall be on the employee to do so in writing to the Sheriff or their designee.

- References and information relating to verbal or written reprimands contained within performance review (PR) documents and performance improvement plan (PIP) documents shall not be removed from the performance review documents and performance improvement plan documents.
- (e) Records removed from the employees personnel file shall be kept in separate files pursuant to records retention statutes but will not be considered in discipline or promotions unless these records are contained in PR and PIP documentation or otherwise required to be kept for liability defense by the County.
- 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 separated 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 separation.
- 15.5 **Contractual and Civil Service Procedures.** An employee shall have the right to have a disciplinary action against them reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 16, or through the Franklin County Civil Service Commission. The employee's selection of the appeal forum shall be final and binding. The employee must exercise their option within 10 calendar days of the disciplinary action; otherwise, no appeal may be taken in either forum and the disciplinary action shall stand. The employee must choose one procedure or the other and may not exercise an appeal under both procedures.
- (a) Should an employee elect an investigatory hearing regarding the disciplinary action before the Franklin County Civil Service Commission, the matter shall be governed by applicable procedures as contained in the Rules and Regulations of the Franklin County Civil Service Commission.
- (b) Should an employee elect to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 16.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 **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 business days from the occurrence. Since

disciplinary action is not final unless approved by the Sheriff, a grievance based on discipline shall be presented in written form within 10 business 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 business 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 business 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 at Step 2. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within 10 business days after receipt of the grievance.

Step 3: If the grievance has not been resolved at Step 2, either party to this Agreement may refer the grievance to final and binding arbitration, with an option for either party to request mediation. A notice of intent to arbitrate must be served on the other party within 10 business days after receipt of the Step 2 response.

(a) **Voluntary Mediation.** The parties desire to work together and amicably resolve matters. The parties agree that mediation may be helpful as an economical and non-adversarial method of resolving matters. Upon service of a notice of intent to proceed to arbitration, the parties may agree to mediate the dispute in which case efforts to mediate the matter will be conducted by a mediator in an effort to reach an amicable and voluntary settlement. If such is achieved, the settlement shall be immediately reduced to writing and shall be binding on the grievant, the Guild, and the County.

(i) The parties may agree to delay scheduling of arbitration until efforts to mediate the issues are completed or they may proceed with mediation simultaneously with the scheduling of the arbitration.

(ii) The selection of the mediator will follow the same process as set forth for selection of an arbitrator with the parties. Mediation must be completed at least 15 business days (3 weeks) prior to the scheduled arbitration.

(b) **Arbitration.** If mediation is not successful or if either party objects to mediation, the matter will proceed to arbitration. Witnesses, exhibits, and other evidence shall be kept to a minimum. This informal hearing shall be concluded on the same day convened or the day following, if necessary.

- (c) **Arbitrator Selection.** After timely notice, the parties will select an arbitrator in the following manner:
- (i) The Guild representative and the County will attempt to mutually agree on an arbitrator within 10 business 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.

ARTICLE 17 - UNIFORMS AND FOOTWEAR

17.1 **Designation of Uniforms.** The Sheriff may determine and establish uniforms.

17.2 **Uniform Issue.** If uniforms are required for employees of the bargaining unit, uniforms provided by the Sheriff's Office to employees shall include:

Four shirts (long or short sleeve)
Four pants
One sweater
One jacket
Footwear

ARTICLE 18 – WAIVER OF PORTION OF AGREEMENT

The expressed provisions of this Agreement may not be waived except by mutual agreement of the Guild and the County. Neither County nor Guild 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 Guild 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 the objective. Neither the Guild 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 Guild agrees to take appropriate steps to end such interference immediately.
- 20.2 **Discharge of Violations.** The Sheriff or designee may discharge and/or discipline any employee who violates Article 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 INSURANCE

- 21.1 **Health and Welfare Benefits.** Effective beginning in the payroll period following ratification and signature of this CBA by the last signing party, the County will 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 by the County for employee and dependent(s) coverage, in amounts set forth below.

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, 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.

- 21.2 **Co-payment of Premium.** Any amounts in excess of the County's maximum

contribution, as established above, necessary to pay the medical premiums for the employee and/or dependent medical plans shall be the sole responsibility of the employee by payroll deduction.

- 21.3 **VEBA Contributions.** An employee who elects health and welfare benefits with a cost less than the County's insurance cost cap set forth in Article 21.1 shall have the difference be deposited as a VEBA contribution.
- 21.4 **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 Guild. 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 Guild to demand to bargain over the impacts of the changes. 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 Guild and employees shall comply with such changes if requested to do so by the County.
- 21.5 **Employee Insurance Disputes.** The Guild and/or the employee will indemnify and hold the County harmless from any and all claims made and against any and all suits instituted against an 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 Guild and/or the employee

ARTICLE 22 - SALARIES AND CLASSIFICATIONS

22.1 Wages. – See Appendix A.

Effective beginning in the payroll period following signature of the CBA by the last signing party, the salary matrix will be increased by three percent (3%).

- (a) Should any non-interest arbitration eligible bargaining unit receive a cost of living adjustment higher than three percent in 2022, Guild members shall receive the difference effective the same date as the other non-interest arbitration eligible bargaining unit.
- (b) Effective January 1, 2023, this article will be open to negotiate changes, if any, to the salary matrix. The parties agree to begin negotiations prior to November 2022.

To prepare for wage opener negotiations for 2023, the County agrees to conduct a compensation review of the bargaining unit positions and present its findings to the Guild on or before September 15, 2022.

- (c) For wages commencing January 1, 2024, there shall be a reopener for wages, with the first meeting to be held in the first week in September, 2023.

ARTICLE 23 - PAYROLL ADMINISTRATION

- 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 their wage rate, hours paid, and other compensation payable to the employee 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 Office 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 Guild agree that they will not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, marital or family status, sexual orientation, gender identity, national origin, political association, age, sex, disability, use of a service animal, obesity, or genetic information.

ARTICLE 25 – NEGOTIATIONS AND TERM OF AGREEMENT

- 25.1 **Term.** Following signature of the CBA by the last signing authorized representatives , this Agreement shall be in full force and effect for the period commencing the first day of the month following ratification by all parties and signature of the CBA by the last signing party, except as otherwise provided in this Agreement, through December 31, 2024, and terminating thereafter, except as otherwise provided in this Agreement.
- 25.2 **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. If the parties are unable to reach agreement in mediation and there is an impasse, the County

may provide 30 calendar days written notification of its intent to unilaterally implement the final, last and best offer proposed during mediation.

- 25.3 In recognition of the parties' prior discussions and pursuant to *Christie v. Port of Olympia*, within 21 calendar days of signature by the last signing party, the County will provide those employees employed at the time of ratification a signing incentive in the amount of \$2,575.00, subject to applicable payroll taxes and deductions.

[Signature page follows:]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representative on the _____ day of _____, 2022.

FOR THE COUNTY:

FOR THE GUILD:

Board of County Commissioners

Chair


Tracey Boise, President

Chair Pro Tem

Member

Franklin County Sheriff's Office


Jim Raymond, Sheriff

APPROVED AS TO FORM:


Prosecuting Attorney's Office

APPENDIX A

2022 Sheriff's Support (effective following ratification by the parties)

		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

Under special circumstances and within the guidelines of the Civil Service Rules, the Sheriff may start an employee at one of the higher salary steps based on qualifications and prior experience.

For salaries, the following may be considered as equivalent to service in the Franklin County Sheriff's Office:

1. A college degree of four (4) years equivalent to two (2) years' service.
2. Completion of three (3) years college in courses leading to a degree equivalent to one and one-half years' service.
3. Completion of two (2) years college in courses leading to a degree equivalent to one year in service. College courses typically considered for equivalency service would include, but not limited to: Police Science, Criminal Justice, Sociology, Political Science, and Psychology. Any other courses for equivalency purposes to be considered, will be at the discretion of the Sheriff.
4. Satisfactory service with another Police agency or law enforcement agency, or related experience, may at the discretion of the Sheriff, be substituted for Franklin County Sheriff's Office Service.