

2022-2024

COLLECTIVE BARGAINING AGREEMENT

Between

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

And

**FRATERNAL ORDER OF POLICE
on behalf of
Sheriff's Patrol Deputies' Guild
of Franklin County, Washington**

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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, which are hereinafter referred to interchangeably as the "County" and the Fraternal Order of Police, on behalf of the Franklin County Sheriff's Patrol Deputies' Guild, hereinafter called the "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 to 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 commissioned and uniformed Deputies and Sergeants of the Franklin County Sheriff's Office, excluding confidential, temporary, casual, and provisional employees, corrections officers, and persons serving in positions of Undersheriff/Commander, Captain and Lieutenant.
- 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 AND DUES CHECK-OFF

- 3.1 Guild 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, , hire date, address, and classification, including wage, of the employee hired.
 - (a) The County will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the 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 Stewards. The Guild may designate up to three Guild Stewards and shall inform the Sheriff in writing of those 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 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 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.
- 4.3 Related Mandates. The foregoing prerogatives of the County acting by the Sheriff and/or the Board of Commissioners regarding matters within their respective spheres of control shall not be deemed to be exclusive of other County prerogatives.

ARTICLE 5 – DEFINITIONS OF EMPLOYEES

- 5.1 **Regular Line Deputy.** A regular line deputy is a full-time uniformed employee as defined in RCW 41.26.030(19) who has been appointed in accordance with the Civil Service Commission Rules and Procedures, has served a 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 line deputy, and includes any deputy who has not completed 18 continuous calendar 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 on a trial basis and may be separated without cause and without recourse under this Agreement, as at will employees who serve at the pleasure of the Sheriff.

ARTICLE 6 – SENIORITY

- 6.1 **Seniority Defined.** “Seniority,” as used in this Agreement, is determined by the length of an employee’s continuous service as a commissioned and uniformed Deputy Sheriff within the Franklin County Sheriff’s Office 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 upon request. Should more than one (1) employee have the same hire date, seniority will be determined by 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 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 **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

In the event of a layoff or reduction in personnel, employees will be laid off in reverse 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 one (1) year	15.34
One (1) year but less than three (3) years	16.67
Three (3) years but less than five (5) years	18.00
Five (5) years but less than 10 years	18.67
10 years but less than 15 years	22.00
15 years or more	25.34

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

(b) Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.

8.2 Probationary Employee Utilization. Scheduled PTO will not normally be approved for probationary employees until they have completed six 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.
 - (b) All PTO time will be paid out to the family of any employee who is killed in the line of duty.
- 8.4 Carryover Cap. As of December 31 of each year, accumulated PTO may not exceed a total of 910 work hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accruals shall have their accrual balance reduced to 910 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) Each deputy may select a 40 hour block of scheduled PTO by seniority for the next year occurring no later than December 15 of the previous year. A second round will be offered for a second block of 40 hours no later than March 15 of the current year.
 - (b) Based on operational needs, employees may be directed to take PTO on a recognized holiday when the Courthouse is closed.
- 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 or department head. Notifications shall be consistent with Article 12, if applicable.
- 8.8 Mandatory Minimum Utilization. One (1) year after their probationary period, an 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 consecutive working days, if requested by the Sheriff or their designee. Such requests shall be consistent with Article 12, if applicable.

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

(a) When an employee calls out for PTO due to illness, they can elect to apply EIT hours 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 Periods. 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 8, 9, 10, or 12 consecutive hours, referred to as the work day. The length of the work day, as assigned by the Sheriff, shall determine either a 14 or 28 day work period. The determination of a 14 or 28 day work period will be made as follows:

(a) If an 8, 9, or 10 hour work day is assigned, a 14 day work period shall be implemented. The work period shall begin at 00:00 at the beginning of the payroll period and end 336 hours (14 days) later. All work performed in excess of 80 hours in the 14 day work period will be overtime. Overtime work will be compensated for at one (1) and one-half (1.5) times the employee's regular rate of pay.

(b) If a 12 hour work day is assigned, a 28 day work period shall be implemented. The work period will begin on the date designated by the Sheriff and end 672 hours (28 days) later. All work performed in excess of 12 hours in a work-day, on a scheduled day off, or in excess of 171 hours in a 28 day work period will be overtime. Overtime work will be compensated for at one (1) and one-half (1.5) times the employee's regular rate of pay.

9.2 Alteration to Workweek Due to Operational Need. In the event of a bona fide emergency, when employees quit, when employees fail to report for work, or beginning the second day during a period in which an employee is ill, the Sheriff may alter work-days and/or work-weeks and/or work shifts.

9.3 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.

- 9.4 Shift Trades. Employees may trade shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff or 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.
- 9.5 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 their established work day. 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 FMLA-qualifying event (and excluding use of earned leave under ordinary circumstances).
- 9.6 Call-back for Court. In the event a 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 hours shall be paid at the overtime rate.
- 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 three 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 the 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 COLA.
- 9.9 Shift Schedule. The shift schedule shall be determined by the Sheriff. The Sheriff shall provide at least five 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.
- 9.10 Travel Time. The employee shall be paid overtime compensation, as required by all applicable state and federal statutes, as a result of travel time to and from any authorized and assigned school.

9.11 Time Worked. PTO, holidays, emergency leave, military leave, family leave, and personal leaves of absence shall constitute time worked for the purposes of calculating overtime as established in Article 9.1.

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 or more employees wanting the same Kelly day, seniority shall be considered.

9.13 Training Days.

(a) Each squad working 12 hour work shifts will have six and one-half designated training days each calendar year. Training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc. Supervisors will consult with their squad members in order to determine the best dates to conduct the training and providing 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 can only be used for training.

9.14 Other Provisions.

(a) Only hours paid at the regular rate of pay will count toward the overtime threshold. 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 PTO/EIT for the unanticipated absence rather than the Kelly day and the Kelly day will be rescheduled. Kelly time instead of PTO 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 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 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 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.
 - (c) The following is an example to demonstrate how the employee will be compensated.
 - (i) A Graveyard shift employee works 1800 to 0600 (12 hours worked). The Graveyard shift employee is required to be in Court from 0830 to 1430 (six hours worked).
 - (ii) A total of 18 hours is worked within 24 hours, so to receive nine hours off from 1430 to 2330, the employee is not due back to work until 2330 and the employee will be compensated for hours from 1800 to 2330 as safety leave with pay and the employee will work from 2330 until 0600.
- 9.16 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 requires 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 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
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 Eve	December 24
Christmas Day	December 25

10.2 Holiday Pay.

- (a) Employees shall receive eight hours of straight time pay for the holiday in addition to any pay for hours worked on the holiday as specified in section (b) below.
- (b) Work performed on a holiday shall be paid at one and one-half times 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. 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 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 member will receive holiday pay for that day as outlined by this Article.

10.4 Coordination of PTO and Holiday Pay. If an employee is scheduled on a recognized holiday and approved for PTO, the employee will receive eight hours of holiday pay and PTO will be applied for any scheduled hours in excess of eight hours for that day.

ARTICLE 11 -- 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 12 -- FAMILY AND MEDICAL LEAVE (FML)

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

ARTICLE 13 -- 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 shall 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 wife, husband, parent, grandparent, brother, sister, child, or grandchild of the employee, but no aunt, uncle, niece, or nephew, unless living in the employee's household.

ARTICLE 14 -- DISCIPLINE AND DISCIPLINARY PROCEDURES

14.1 **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 14.3, the Sheriff may suspend without pay, demote, reduce pay in lieu of suspension, or discharge, following appropriate due process procedures, an employee 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.

14.2 **Forms of Discipline.** Disciplinary action or measures shall include the following:

- (a) Verbal reprimands;
- (b) Written reprimands;
- (c) Suspension without pay;
- (d) Demotion with a reduction in pay as specified by the County as part of the discipline;

(e) Discharge.

- 14.3 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, 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.
- 14.4 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 Commission for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions, and/or separation.
- 14.5 Bill of Rights. In order to maintain public credibility and accountability, circumstances often require an immediate investigation by superior officers 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 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 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 the employee may be disciplined under the circumstances shall be afforded the opportunity for a

representative of the Guild to be present at the interview. This representative of the Guild may be present during the interview but shall not participate in the interview except to the extent permitted by law. If in the course of any interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four hours to obtain a representative to be present at the interview.

- (d) The questioning shall not be overly long. The employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
- (e) 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.
- (f) At a party's request, an interview shall be audio recorded. One copy shall be provided to the Guild representative or employee. Within three days of the completion of the investigation and at least three days prior to pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition, and shall be furnished a complete copy of the investigation report.
- (g) 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.
- (h) Psychological Evaluations. When there is reasonable basis to believe that an employee is psychologically unfit to perform their duties, the employer may require the employee to undergo a psychological examination at the employer's expense. Consultations with the County's Employee Assistance Program are not considered psychological examinations.
- (i) The Sheriff's Department shall maintain only one working personnel file for each employee. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.
- (j) Written warnings shall remain in an employee's personnel file for a period of 18 months except if another written warning is issued within the first 18 months whether the incident is similar or not, then both written warnings shall remain in the personnel file for 18 months from the date of the last written warning. Any written warning followed

by one or more incidents, whether similar or not, which have led to more severe discipline, such as suspension without pay, shall remain as a permanent part of the personnel file along with the more serious discipline. Suspensions without pay and discharges will remain in the employee's personnel file on a permanent basis. Records of disciplinary actions shall be kept in conformity with RCW 40.14.070 (SB5051).

- (k) Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of three business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate. The Prosecutor will advise the department in all matters pertaining to the release of information contained in a personnel file. No information which has been retained in a personnel file beyond the time limits established by this contract will be released, except as required by law.
- (l) This section shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided, however, that the County shall only rely upon the involved officer's formal interview statements for all administrative purposes.

14.6 When the Investigation Results in Disciplinary Charges Being Recommended.

- (a) The employee and the Guild, 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:
 - (i) The employee and the Guild 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.
 - (ii) A hearing before the Sheriff or the Sheriff's designee shall be scheduled upon written request of the Guild within 10 calendar days after receipt of the notice by the employee and the Guild. Failure to request a hearing within such period shall constitute waiver of the right to a Loudermill hearing.
 - (iii) The employee and the Guild shall have the right to have a Guild representative at the hearing.

- (iv) At the hearing, the employee and the Guild may present written or oral arguments, the employee's account of the events, otherwise refute the charges, and explain factors in mitigation.
 - (v) The Sheriff or the Sheriff's designee shall provide the employee and the Guild written documentation of the decision within 15 days.
- (c) It shall suffice to present an employee with a written reprimand which states the facts and charges, together with all information on which it is based, and to afford the employee informally the procedures set forth in this Article at a meeting to discuss the discipline.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 Limitation of Applicability. The foregoing procedures in sections 14.5 and 14.6 are intended to apply only to matters involving suspension, reduction in pay, demotion, or dismissal, and not to matters of routine supervisory counseling or to events, incidents, and disciplinary matters for which reprimands are imposed.

ARTICLE 15 -- GRIEVANCE PROCEDURE

- 15.1 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.
- 15.2 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 Guild.
- 15.3 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. Disciplinary grievances shall be

commenced at Step 2. The grievant's Guild Steward may attend the arbitration hearing without loss of pay when the Steward's presence is necessary as a witness.

15.4 Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance, and each party shall abide by the time limitations, unless waived or extended by mutual agreement of the parties. If any party fails to file a grievance within 10 business days of its occurrence, then such dispute and grievance shall be forever waived. Business days is defined as Monday through Friday excluding holidays. If a matter involves disciplinary action, then any party must file a grievance within 10 business 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. If a party wishes to demand an investigatory hearing before the Civil Service Commission, the request for review must be presented in conformity with the timeline in the Civil Service rules (currently 10 calendar days).

15.5 Informal Resolution. The parties desire to work through issues together. As such, both the Employer and the Guild agree that attempts to informally resolve grievances is encouraged, although not required. A grievance may be verbally presented by an aggrieved employee to the employee's immediate supervisor at any time prior to Step 1. The immediate supervisor shall respond within five working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with this Article at Step 1 under the following procedure which, in any case, shall commence within 10 business days of the occurrence which gives rise to the grievance.

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

Step 1: The grievance shall be presented in written form to the employee's division head within 10 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 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: Final and Binding Arbitration.

(a) If the grievance has not been resolved at Step 2, either the County 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 or mediate must be served on the other party within 10 business days after receipt of the Step 2 response. Notice may be accomplished via personally service, sent via first class mail, by certified mail with return receipt requested, or may be served by electronic mail (email).

- (b) 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. 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. 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.

- (c) Arbitration. If mediation is not successful or if either party objects to mediation, the matter will proceed to arbitration.
 - (1) Notice – Time Limitation. The referring party shall notify the other party in writing by personally service, sent via first class mail, by certified mail with return receipt requested, or may be notified by electronic mail of submission to arbitration within 10 business days after receipt of the Step 2 response. Service location is addressed in section 15.7 below.

 - (2) Arbitrator Selection. After timely notice, the parties will select an arbitrator in the following manner:
 - (i) For disciplinary matters, the manner and procedures proscribed by RCW 41.58.070 ((SSB 5055) Ch 13, laws of 2021) will apply.

 - (ii) For non-disciplinary (contract) matters the following methods will be employed:
 - (iii) 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.

- (iv) 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.
- (3) 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.
- (4) 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 Guild.
 - (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.
- (5) 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 10 working days or fewer 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.
 - (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. *(This section is not applicable to disciplinary matters in accordance with RCW 41.58.070 (13(b)); SSB 5055 (2021), Ch 13, laws of 2021).*

- (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 Guild shall each be responsible for its own attorneys' fees; the County and the Guild 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 Guild. However, each party shall be responsible for any other expenses incurred.
- (vi) If the parties hereto agree in advance, or both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally. If only one party pays for the transcript, that party may use the transcript in its arguments and may provide a copy to the arbitrator but may not be required to provide a copy to the party not paying an equal share for the court reporter or transcript.

15.7 Service of Grievances and Responses. Grievances and Responses may be personally served, sent via first class mail, by certified mail with return receipt requested, or may be served by electronic mail (email). If served by electronic mail, service shall be to two individuals:

To County:	Division Head (TBD)
To Employee	Employee Guild Representative

15.8 Permanent Election of Remedies. An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline either by the Franklin County Civil Service Commission or through this grievance procedure but never under both forums and procedures. Once the employee and the Guild elects the forum for review, he/she and the Guild are permanently bound by their selection of the procedures and the procedural requirements of that forum. In no event shall the employee and/or Guild have any rights to pursue review based on the unselected forum.

ARTICLE 16 -- UNIFORMS AND EQUIPMENT ALLOWANCE

16.1 Uniforms and Equipment Covered. At the time of employment, full-time employees will be issued, the uniform/equipment items for their position listed below and as defined in Policy 1.05.10 "Personal Appearance."

Class A Uniform	Class B Uniform
Class C Uniform	Jumpsuit
*Boots	Dress Shoes
Portable Radio	Pistol
Ballistic Vest w/ Cover	Magazines [3]

*Employees will receive \$150.00 credit to order from approved vendors. In the event an employee elects to order boots with a cost in excess of \$150.00, the difference will be the responsibility of the employee.

- (a) Maintenance and Ownership. The employer will be responsible for the replacement and/or maintenance of uniforms and equipment on a one-for-one basis when replacement is deemed necessary by the Sheriff or his designee. Repairs required due to neglect or abuse by employee will be the responsibility of the employee.
- (b) Supplemental Equipment List. The Sheriff shall develop and maintain a list of supplemental equipment which the Deputies are allowed to use on duty. If the Deputy seeks to utilize equipment which is not on the Sheriff's Supplemental Equipment List, the Deputy shall obtain advance written approval from the Sheriff allowing the Deputy to use that equipment while on duty. In providing this approval, the Sheriff shall make a determination as to whether or not the requested use creates an improvement in officer safety, efficiency, or delivery of services to the public, and if it does, the Sheriff may then add that piece of authorized equipment to the Supplemental Equipment List.
- (c) Plain Clothes Assignments. For deputies assigned to plain-clothes details, the County will reimburse up to \$600.00 per year for the purchase and maintenance of attire that is professional and appropriate for the assignment.
- (d) Reimbursement. All requests for reimbursement must meet County requirements as established by the County from time to time. The Deputy seeking reimbursement is responsible for understanding and complying with County reimbursement requirements including but not limited to documentation and verification requirements. The County's refusal to reimburse for failure to adhere to its requirements is not subject to a challenge by grievance.
- (e) Personal Firearm. An employee, while on duty, may utilize personally owned firearm(s) approved by the Sheriff as outlined above in section (b). As with other equipment approved under section (b), the employee may seek reimbursement for repair and/or for loss or damage under this section upon compliance with sections (b)

and (d). The personal firearm remains the property of the employee at the end of the employment relationship.

- 16.2 Uniform Cleaning. The County will arrange for a dry-cleaning service for cleaning employee uniforms and coats. Employees may dry clean up to two (2) articles per week, with additional cleanings as approved by the Sheriff or designee. For example, a uniform that is contaminated or soiled in performance of duty.

ARTICLE 17 -- 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, and in any individual case, the affected employee. Neither County nor Guild will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 18 -- SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Washington law. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County 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 to negotiate a substitute for the invalidated section or portion thereof.

ARTICLE 19 -- STRIKES AND LOCKOUTS

- 19.1 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 this 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.
- 19.2 Discharge of Violations. The Sheriff or designee may discharge and/or discipline any employee who violates section 19.1. 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.
- 19.3 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.
- 19.4 Lockout Prohibited. No lockout of employees shall be instituted by the County during the term of this Agreement.

ARTICLE 20 -- HEALTH AND WELFARE

20.1 County Benefits. Effective beginning in the payroll period following ratification and signature of this CBA by the last signing party, the County will contribute a maximum of \$1,379.56 per month toward the medical, dental, vision, and life insurance plans made available by the County for employee and dependent coverage, in amounts set forth below.

The difference between the premiums for the plans selected by the employee and the amount of County contribution, if greater, shall be paid to the employee's VEBA account. Amounts in excess of the County's monthly maximum benefits plan contribution, as established below, necessary to pay the plan premium for the employee and/or dependent plan shall be the sole responsibility of the employee by County payroll deduction.

Medical premium up to	\$ 1280.00
Dental premium up to	\$ 75.00
Vision Premium up to	\$ 20.00
Life Insurance Premium up to	\$ 4.56

20.2 Lump Sum. A lump sum payment equal to the amount of \$349.56 per month shall be paid beginning February, 2022 forward until contract settlement where the updated benefits contribution amount was not received, subject to normal payroll taxes and deductions.

20.3 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 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 Guild and employees shall comply with such changes if requested to do so by the County.

20.4 Employee/Insurer Disputes. The Guild 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 Guild and/or the employee.

ARTICLE 21 -- SALARIES AND CLASSIFICATIONS

21.1 Wages. Employees shall be paid wages (salaries) described in Appendix A, which is attached hereto and incorporated herein by this reference. Appendix A reflects the following changes to the pay schedule:

Effective January 1, 2022, the pay schedule will be increased by six and one half percent (6.5%) based on the 2021 pay schedule. Sergeants will receive an additional 2.5% increase in base wages.

Effective January 1, 2023, the pay schedule will be increased by six and one half percent (6.5%) from the January 1, 2022 pay schedule

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 22 -- PAY ARRANGEMENTS

- 22.1 **Payday.** All employees shall be paid bi-weekly. Deductions shall be those required by law or employee authorization in writing.
- 22.2 **Payroll Statement.** The County shall furnish each employee with an itemized statement of earnings and deductions, specifying wage rate, hours paid, and other compensation payable, as well as any and all deductions from gross wages for the pay period.
- 22.3 **Final Paycheck.** Upon separation of employment, the County will pay monies due the employee less necessary adjustments on the pay period following the last day of employment. Although an employee's entitlements and compensation end on the employee's last scheduled day of work, an employee shall be deemed on leave of absence without pay or benefits until the employee has returned all items of Sheriff's property, and shall not be paid or credited any amount due to the employee until all Sheriff's property issued to the employee has been returned or paid for. This Article shall not limit or restrict other remedies which may be available to the Sheriff.

ARTICLE 23 -- NON-DISCRIMINATION

The County and the Guild shall agree that they will not discriminate against any individual with respect to terms, conditions, or privileges of employment because of race, color, religious belief, marital status, sexual orientation, national origin, age, sex, disability, creed, gender identity, political or union association or activity, use of a service animal, or genetic information.

ARTICLE 24 -- GUILD-MANAGEMENT RELATIONS

- 24.1 All collective bargaining with respect to all Articles within the scope of this Agreement shall be conducted with the County and by authorized Guild representatives. A Guild official who is an employee in the bargaining unit (Guild Steward and/or a member of the Negotiating or Grievance Committee) shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit, provided:

The representative notifies the County at least 48 hours prior to the time off;

The County is able to properly staff the employees' job duties during the time off without incurring overtime costs or adversely affecting operational priorities.

- 24.2 Guild Investigative and Visitation Privileges. The Labor Representative of the Guild 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 their activities during such investigations to matters relating to this Agreement. County work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above.
- 24.3 Bulletin Boards. The County shall provide space for a bulletin board which may be used by the Guild. The County retains the right to remove inappropriate material and shall mail any such material to the Guild president or FOP official responsible for the bargaining unit.

ARTICLE 25 -- NEGOTIATIONS AND TERM OF AGREEMENT

- 25.1 Term. This Agreement shall be in full force and effect for the period commencing January 1, 2022 except for language changes which shall be effective in the month following signature by the last signing party and shall terminate on the 31st of December, 2024.
- 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the 13th day of September, 2022.

**FOR THE COUNTY:
Sheriff of Franklin County:**



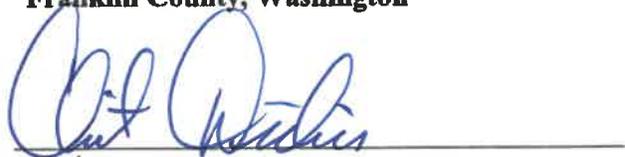
Jim Raymond, Franklin County Sheriff

**FOR THE GUILD:
Franklin County Patrol Deputies:**



Mark Boyer, President

**Board of County Commissioners
Franklin County, Washington**



Chair

**Represented by the Fraternal Order of
Police Labor Services:**



Jim David, FOP General Counsel

ABSENT



Chair Pro Tem



Member

APPROVED AS TO FORM:



Prosecuting Attorney's Office

APPENDIX A

Section 1: Classifications and equivalents for Sheriffs' Department Personnel in the bargaining unit:

LINE OFFICERS CRITERIA

1. Sergeant Patrol Deputies in good standing are eligible to take the Civil Service examination for Sergeant if they meet the requirements set forth in Rule XI, Section 6 of the Franklin County Civil Service Commission General Rules and Regulations.
2. Detective Appointment by Sheriff, open to all Road Deputies.
3. Deputy 1st Completion of five years with the Department.
4. Deputy 2nd Completion of three years with the Department.
5. Deputy 3rd Completion of one year as Trainee and having successfully completed the State requirement of an accredited Police Academy.
6. Trainee Having passed a satisfactory Civil Service examination and all other requirements as set forth in Rule V, Section 11 of the General Rules and Regulations of the Civil Service Commission for Franklin County.

Section 2: For salaries, the following will be considered as equivalent to service in the Franklin County Sheriff's Department:

1. A college degree of four years equivalent to two years' service.
2. Completion of three years college in courses leading to a degree equivalent to one and one-half years' service.
3. Completion of two 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 be 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 Sheriffs' Office service, see Article 4.H

Section 3: Deputies will receive pay and annual step increases as follows:

SHERIFF'S DEPUTIES PAY SCHEDULE EFFECTIVE 1/1/2022
6.5% COLA

	ANNUAL	BI-WEEKLY	HOURLY	HOURLY OT
1st YR	\$61,019.00	\$2,346.88	\$29.34	\$44.01
2nd YR, 3rd CLASS	\$64,079.00	\$2,464.58	\$30.81	\$46.22
3rd YR, 3rd CLASS	\$67,926.00	\$2,612.54	\$32.66	\$48.99
4th YR, 2nd CLASS	\$72,009.00	\$2,769.58	\$34.62	\$51.93
5th YR, 2nd CLASS	\$76,693.00	\$2,949.73	\$36.87	\$55.31
6th YR, 1st CLASS	\$81,875.00	\$3,149.04	\$39.36	\$59.04
7th YR, 1st CLASS	\$87,607.00	\$3,369.50	\$42.12	\$63.18
8th YR, 1st CLASS	\$93,741.00	\$3,605.42	\$45.07	\$67.61
SERGEANT	\$110,507.00	\$4,250.27	\$53.13	\$79.70

**SHERIFF'S DEPUTIES PAY SCHEDULE EFFECTIVE THE PAY PERIOD FOLLOWING
SIGNATURE OF THE LAST SIGNING PARTY**

	ANNUAL	BI-WEEKLY	HOURLY	HOURLY OT
Step 1	\$67,926.00	\$2,612.54	\$32.66	\$48.99
Step 2	\$71,322.00	\$2,743.15	\$34.29	\$51.44
Step 3	\$74,888.00	\$2,880.31	\$36.00	\$54.00
Step 4	\$78,632.00	\$3,024.31	\$37.80	\$56.70
Step 5	\$82,564.00	\$3,175.54	\$39.69	\$59.54
Step 6	\$86,692.00	\$3,334.31	\$41.68	\$62.52
Step 7	\$93,741.00	\$3,605.42	\$45.07	\$67.61
SERGEANT	\$110,507.00	\$4,250.27	\$53.13	\$79.70

SHERIFF'S DEPUTIES PAY SCHEDULE EFFECTIVE 1/1/2023
6.5% COLA

	ANNUAL	BI-WEEKLY	HOURLY	HOURLY OT
Step 1	\$72,341.00	\$2,782.35	\$34.78	\$52.17
Step 2	\$75,958.00	\$2,921.46	\$36.52	\$54.78
Step 3	\$79,756.00	\$3,067.54	\$38.34	\$57.51
Step 4	\$83,743.00	\$3,220.88	\$40.26	\$60.39
Step 5	\$87,931.00	\$3,381.96	\$42.27	\$63.41
Step 6	\$92,327.00	\$3,551.04	\$44.39	\$66.59
Step 7	\$99,834.00	\$3,839.77	\$48.00	\$72.00
SERGEANT	\$117,690.00	\$4,526.54	\$56.58	\$87.87

Current salary schedule placement for Guild members as of 8/21/22:

Bolanos – 7 th year	Boneck – 8 th year
Boyer – 8 th year	Conner – Sergeant
Dennis – 8 th year	Dodson – 8 th year
Gardner – Step 7	Hill – Sergeant
Mahler – Sergeant	Marks – 2 nd year
Matus – 4 th year	Neal – 6 th year
Quantrell – 8 th year	Riddle – 8 th year
Rodriguez – 3 rd year	Rogers – 8 th year
Roske – 6 th year	Safford – 7 th year
Schwalbach – 5 th year	Thomasson – Sergeant
Torres – 2 nd year	Warren – Sergeant
Wisner – 3 rd Year	Wright – 7 th year
Yates – 2 nd year	

If accepted by the Guild, the intent would be that deputies and sergeants will move into their same respective step under the new salary schedule structure. Deputies not at the top step would move to the next step at their next salary anniversary date.

Guild salary schedule placement under new salary schedule structure effective the pay period following signature by the last signing party (as of 8/21/22):

Bolanos – Step 7	Boneck – Step 7
Boyer – Step 7	Conner – Sergeant
Dennis – Step 7	Dodson – Step 7
Gardner – Step 7	Hill – Sergeant
Mahler – Sergeant	Marks – Step 2
Matus – Step 4	Neal – Step 6
Quantrell – Step 7	Riddle – Step 7
Rodriguez – Step 3	Rogers – Step 7
Roske – Step 6	Safford – Step 7
Schwalbach – Step 5	Thomasson – Sergeant
Torres – Step 2	Warren – Sergeant
Wisner – Step 3	Wright – Step 7
Yates – Step 2	

Section 4: Education/Incentives will be paid as follows:

1. Police Training Officer (PTO) will be paid two percent (2%) additional added base salary while actively engaged in PTO duties as determined by the Sheriff. Sergeants are not eligible for PTO incentive.
2. College degree in related field, compensation for BA additional four percent (4%) added to base salary.
3. College degree in related field, compensation for AA additional two percent (2%) added to base salary.
4. Bilingual incentive additional two percent (2%) added to base salary after meeting testing and certification requirements as determined by the Sheriff.
5. Effective beginning in the payroll period follow ratification and signing of this CBA by the last signing party in 2022, Detective will be paid three percent (3%) additional added to base salary.

FRANKLIN COUNTY RESOLUTION 2022-219

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

2022-2024 SHERIFF'S PATROL DEPUTIES COLLECTIVE BARGAINING AGREEMENT

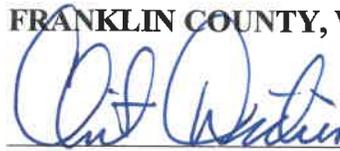
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 2022-2024 Collective Bargaining Agreement, by and between Franklin County and Franklin County Sheriff's Patrol Deputies FOP Guild, is hereby approved by the Board.

DATED this 13 day of September 2022.

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



Chair

ABSENT

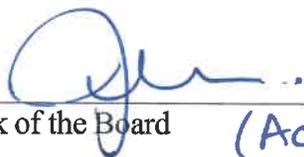


Chair Pro Tem

ATTEST:



Member


Clerk of the Board (Acting)

Agenda Summary Report (ASR)**Franklin County Board of Commissioners**

DATE SUBMITTED: 09/01/2022	PREPARED BY: Margot Wilder
Meeting Date Requested: 09/13/2022	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: 2022-2024 Sheriff's Patrol Deputies Collective Bargaining Agreement	
FISCAL IMPACT: \$51,651 in wages and \$30,587 in benefits	
BACKGROUND: Bargaining teams have reached a tentative agreement after completing negotiations for the 2022-2024 Sheriff Patrol Deputies CBA. Summary of settlement details (other than minor administrative edits, including date changes): Article 8 - Update to payout full PTO balance should any deputy be killed in the line of duty Article 9 - Clarification of jury duty procedures Article 10- Addition of Juneteenth as a paid holiday Article 15 - Significant updates to the grievance procedure Article 16 - increasing dry cleaning Article 20 - Increase County benefits contribution Article 20 - Lump sum payment for the months where the increased benefit contribution wasn't received. As this group is eligible for retro, this was deemed an easier solution than reconciling benefits for 6 months Article 21 - 6.5% COLA for 2022 and 2023, with wage openers for 2024. Appendix A - Changes to the salary schedule structure.	
RECOMMENDATION: Parties below recommend ratification of the CBA as presented.	
COORDINATION: Negotiation teams representing the County, led by T Menke, and the Sheriff Patrol Deputies unit reached a tentative agreement which was ratified by the bargaining unit and the CBA has been signed by the Guild President, M Boyer and FOP General Counsel, J David. Franklin County Sheriff, J Raymond, has reviewed and signed the contract. Legal Review was completed by J. Johnson in the Prosecuting Attorney's Office.	
ATTACHMENTS: (Documents you are submitting to the Board) <ol style="list-style-type: none"> 1. Resolution 2. Collective Bargaining Agreement (2 Originals) 	
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) <p>Original to HR for delivery to the union.</p>	

I certify the above information is accurate and complete.



Keith Johnson, County Administrator

FRANKLIN COUNTY RESOLUTION 2023-109

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

**MEMORANDUM OF AGREEMENT
TO THE
2022-2024 FRANKLIN COUNTY SHERIFF'S OFFICE SUPPORT STAFF GUILD
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Board of Franklin County Commissioners acknowledges the importance of County employees in delivering services to the Citizens of Franklin County while endeavoring to balance meeting the County's financial obligations and the desire to provide adequate compensation to our valued employees; and

WHEREAS, the Board of Franklin County Commissioners desires to approve the MOA, for the Sheriff Support Staff employees which would implement a 5% cost of living adjustment (COLA) as well as the 2023 increased contribution, of \$310.50 per employee, for benefits. Any remaining contribution, which would go into VEBA will have a 70/30 percent split. 70% of the remaining contributions going in the employees VEBA account and the other 30% of the remaining contributions will be paid out the employees as cash; and

WHEREAS, the Board of Franklin County Commissioners intended in 2022 that the COLA and benefit increase would be effective January 1, 2023 but other relevant negotiations have delayed the commencement of said COLA and the County contribution to benefits; and

WHEREAS, the Board of Franklin County Commissioners recognizes that employees have thus not been working at their full wages since January 1, 2023 and are now owed their deferred wages and increased benefit contributions; and

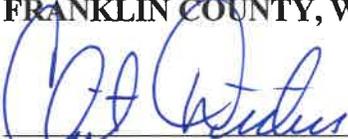
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners

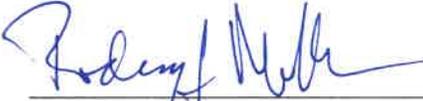
adopts the Memorandum of Agreement between Franklin County and the Franklin County Sheriff Support Staff, which reflect a five percent COLA and approves the 2023 increased County contributions, of \$310.50 per employee as well as the 70/30 percent split of the VEBA contributions of 70% into VEBA and 30% being paid out in cash, to be effective January 1, 2023.

DATED this 11 day of April, 2023.

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



Chair



Chair Pro Tem

ATTEST:



Member



Clerk of the Board

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is by and between THE BOARD OF FRANKLIN COUNTY COMMISSIONERS, THE SHERIFF OF FRANKLIN COUNTY, WASHINGTON and the FRANKLIN COUNTY SHERIFF’S OFFICE SUPPORT STAFF GUILD represented by the FOP.

THE PURPOSE OF THIS MOA is to reflect the terms and conditions of the 2023 term of the 2022-2024 Collective Bargaining Agreement (CBA) regarding wages and insurance topics; and,

THIS MOA hereby amends the current 2022-2024 CBA terms in Article 21 – Health Insurance for 2023 and Article 22 – Salaries and Classifications for 2023; and,

THE PARTIES AGREE to the following terms and conditions of amend to the 2023 term of the 2022-2024 CBA:

(1) **ARTICLE 21.1 – HEALTH AND WELFARE BENEFITS**

For 2023, effective January 1, 2023, the County will contribute a maximum of \$1,690.06 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 the amounts set forth below.

Medical insurance coverage, County paid premium up to\$1568.24 monthly
Dental insurance coverage, County paid premium up to\$92.26 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: \$1,690.06 monthly

All calculations and distributions shall be determined by the HR Department. The HR Department’s determinations shall be final and binding on the parties and employees.

(2) **ARTICLE 21.3 - VEBA/CASH CONTRIBUTIONS**

An employee who elects health and welfare benefits, including all mandatory benefits (ie. vision, dental, life insurance, long-term disability), with a total cost less than the County's insurance cost cap set forth in Article 21.1, shall have the difference split between a VEBA contribution and cash. The split will be 70% of excess funds paid as a VEBA contribution and 30% of excess funds as cash. Cash contributions will be included on the employee's paycheck and will be subject to all deductions as if it were salary.

All calculations and distributions shall be determined by the HR Department. The HR Department's determinations shall be final and binding on the parties and employees.

Franklin County does not provide tax advice nor does it guarantee that the VEBA is tax deferred. This is up to the IRS which may modify the status of VEBA benefits at any time.

(3) **ARTICLE 22 - SALARIES AND CLASSIFICATIONS**

22.1 Wages. – See Appendix A-1

The 2023 term is amended to provide: Effective January 1, 2023, a five percent (5%) increase in the current pay plan.

All calculations and distributions shall be determined by the HR Department. The HR Department's determinations shall be final and binding on the parties and employees.

The parties agreed that the County would conduct a compensation review of bargaining unit positions and present its findings to the Guild for the purpose of bargaining for 2023. The study was not completed by the agreed upon deadline of September 15, 2022. The parties agreed that effective in 2023, when the wage study is completed, the parties will enter into negotiations to address the outcome of the wage study. The outcome of the wage study is not binding on the parties.

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.

Appendix A-1

The following replaces the table of wages in Appendix A.
All other aspects of the original Appendix A remain the same and remain in effect.

2023 Sheriff Support (effective 1/1/2023)								
		1	2	3	4	5	6	7
	13	44,491.20	46,716.80	49,088.00	51,542.40	54,142.40	56,888.00	59,737.60
Bi-Weekly		1,711.20	1,796.80	1,888.00	1,982.40	2,082.40	2,188.00	2,297.60
8 Hr Hourly		21.39	22.46	23.60	24.78	26.03	27.35	28.72
8 Hr OT		32.09	33.69	35.40	37.17	39.05	41.03	43.08

Partial Payment-Partial VEBA Contributions

As indicated in section 21.3 above, the biweekly payments are calculated as follows:

For employees waiving all option amounts:

WAIVED MEDICAL	Premium	Employer	Employee	VEBA (70%)	Cash (30%)
Employee Only	\$ -	\$ 784.13	\$ (784.13)	\$ 548.89	\$ 235.24

For all other employees, the calculations are as follows:

Medical Plan Options - United Health Care (UHC)						Franklin County Benefits 2023		
\$3000 Deductible	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	Bi-Monthly Rate Sheet		
Employee Only	\$ 382.34	\$ 784.13	\$ (401.79)	\$ 281.25	\$ 120.54	Effective 1/1/2023 Updated 4/1/2023		
Employee & Spouse	\$ 802.91	\$ 784.13	\$ 18.78	n/a	n/a	Sheriff's Support		
Employee & Child(ren)	\$ 688.21	\$ 784.13	\$ (95.93)	\$ 67.15	\$ 28.78			
Employee & Family	\$ 1,147.01	\$ 784.13	\$ 362.88	n/a	n/a			
\$2000 Deductible	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	Vision Plan		
Employee Only	\$ 322.71	\$ 784.13	\$ (461.42)	\$ 322.99	\$ 138.43	Vision Service Plan		
Employee & Spouse	\$ 677.67	\$ 784.13	\$ (106.46)	\$ 74.52	\$ 31.94	Composite Rate		
Employee & Child(ren)	\$ 580.88	\$ 784.13	\$ (203.25)	\$ 142.28	\$ 60.98	(for all "tiers")		
Employee & Family	\$ 968.12	\$ 784.13	\$ 183.98	n/a	n/a			
\$1500 Deductible	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	Life & AD&D Insurance - Lincoln Financial Group		
Employee Only	\$ 273.66	\$ 784.13	\$ (510.47)	\$ 357.35	\$ 153.14	53C 000 policy Employer Paid Benefit \$ 2.28		
Employee & Spouse	\$ 574.70	\$ 784.13	\$ 209.45	\$ 146.60	\$ 62.83	Employee Assistance Program - Lincoln Financial Group		
Employee & Child(ren)	\$ 492.59	\$ 784.13	\$ 291.54	\$ 204.08	\$ 87.46	ComPsych Employer Paid Benefit		
Employee & Family	\$ 820.98	\$ 784.13	\$ 36.85	n/a	n/a	Voluntary (employee paid) Life & AD&D - Lincoln Financial Group		
\$1500 HAMP Qualified Plan	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	See summary for rate information		
Employee Only	\$ 843.00	\$ 784.13	\$ (441.13)	\$ 308.79	\$ 132.34	Various amounts for employee, spouse and dependent children		
Employee & Spouse	\$ 726.28	\$ 784.13	\$ (63.85)	\$ 44.70	\$ 19.16			
Employee & Child(ren)	\$ 617.88	\$ 784.13	\$ 166.74	\$ 116.77	\$ 50.07			
Employee & Family	\$ 1,028.97	\$ 784.13	\$ 244.84	n/a	n/a			
Dental Plan Options	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	Long Term Disability - Lincoln Financial Group		
UHC \$2000 Max. Ben.						CORE PLAN Employer Paid Benefit \$ 2.50		
Employee Only	\$ 25.61	\$ 46.13	\$ (20.52)	\$ 14.36	\$ 6.16	40% of basic monthly earnings up to \$4,000 - see benefit summary		
Employee & Spouse	\$ 51.22	\$ 46.13	\$ 5.09	n/a	n/a	BUY UP PLAN Employer Paid Benefit: based on annual income		
Employee & Child(ren)	\$ 38.94	\$ 46.13	\$ 12.21	n/a	n/a	60% of basic monthly earnings up to \$6,000		
Employee & Family	\$ 86.31	\$ 46.13	\$ 42.18	\$ (29.58)	\$ (12.65)			
UHC \$1000 Max. Ben.	Premium	Employer	Employee	VEBA (70%)	Cash (30%)	Voluntary (employee paid) Short Term Disability - Lincoln Financial Group		
Employee Only	\$ 16.69	\$ 46.13	\$ (29.44)	\$ 20.61	\$ 8.93	See summary for rate information		
Employee & Spouse	\$ 33.37	\$ 46.13	\$ (12.76)	\$ 8.99	\$ 3.98	Rates vary by age - see policy summary		
Employee & Child(ren)	\$ 38.73	\$ 46.13	\$ (7.41)	\$ 5.19	\$ 2.22			
Employee & Family	\$ 58.35	\$ 46.13	\$ 12.22	n/a	n/a			
Willamette Dental	Premium	Employer	Employee	VEBA (70%)	Cash (30%)			
Com. Cost Rate	\$ 69.45	\$ 46.13	\$ 23.32	n/a	n/a			

Notes: there may be rounding differences depending on plan selection between this rate sheet, and your payroll deduction. Please contact Franklin County Human Resources for any non-rounding discrepancies.

5 845.04

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their representative on the 11 day of April, 2023.

FOR THE COUNTY:

FOR THE GUILD:

Board of County Commissioners



Chair



Tracey Boise, President



Chair Pro Tem



Jim David, Guild Attorney



Member

Franklin County Sheriff's Office



Jim Raymond, Sheriff

APPROVED AS TO FORM:



Prosecuting Attorney's Office

Agenda Summary Report (ASR)**Franklin County Board of Commissioners**

DATE SUBMITTED: 03/31/23	PREPARED BY: Margot Wilder
Meeting Date Requested: 04/11/23	PRESENTED BY: Sam Hughes
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda	
Brought Before the Board Time needed:	
SUBJECT: Memorandum of Agreement (MOA) between Franklin County and Sheriff's Office Support Staff Guild, represented by the Fraternal Order of Police (FOP). The MOA includes the 2023 wages consisting of a 5% COLA and an insurance increase of \$310.50 in County Contributions, per employee, for benefits. As well as a 70/30 percent split in VEBA contributions, 70% going to VEBA and 30% being paid out in cash.	
FISCAL IMPACT: \$42,500 will be the approximate fiscal impact for the remainder of 2023 for the 5% COLA increase and the \$310.50 in County contributions, per employee for benefits.	
BACKGROUND: The recommendations for 2023 are a 5% cost of living adjustment (COLA) as well as a benefit increase of \$310.50, per employee, as well as the VEBA contribution 70/30 percent split. 70% will go into VEBA and 30% will be paid out in cash. These recommendations are based on negotiations with the Support Specialist Guild and FOP.	
COORDINATION: HR Director Sam Hughes, Sheriff Jim Raymond, Attorney Tony Menke has worked with Interim County Administrator Duane Davidson, through the budget process to draft this recommendation. Salary matrices were verified by Ryan Brimacombe Accounting Supervisor and fiscal impact provided by Tim Anderson Director of Finance.	
RECOMMENDATION: HR Director, Sam Hughes, Interim County Administrator Duane Davidson, and Sheriff Jim Raymond recommend the adoption of the MOA and resolution as presented.	
ATTACHMENTS: (Documents you are submitting to the Board) ASR –Resolution - MOA	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Clerk of the Board Karin Milham Copy: Jen Johnson, Attorney Sam Hughes, Human Resources Jim Raymond, Sheriff Mike Gonzalez, County Administrator Tim Anderson/Auditors Office	

I certify the above information is accurate and complete.

Name:  Sam Hughes, HR Director