

ORIGINAL

Agreement

By and Between

Clallam County

and

**The Washington State Council of
County and City Employees, Local 1619-S**

For the Period

July 1, 2020 – June 30, 2021

Contract Extension Agreement

SHERIFF'S PATROL SERGEANTS

MEMORANDUM OF UNDERSTANDING
Clallam County/AFSCME 1619-S
Contract Extension Agreement

Clallam County (“the County”) and AFSCME Local 1619-S (“the Union”) have, by mutual agreement, modified the collective bargaining agreement expiring June 30, 2020, as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2020 and shall continue in full force and effect through June 30, 2021.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment and shall supersede any and all prior Memoranda of Understanding or individual contracts or agreements which relate to wages, hours or other conditions of employment of any bargaining unit member.

Article 4 – Union Security

4.1 Union Participation

The employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with the exclusive bargaining representative.

4.2 New Employee Orientation

The Employer agrees to notify the exclusive bargaining representative in writing of any new employee hire. This notification will include the employee’s name, department, job title, and orientation date. The Employer shall grant the bargaining representative no less than 30 minutes, at no loss of pay, to meet with the employee for purposes of a basic overview of the employee’s rights and responsibilities regarding Union membership, dues authorizations, and insurance. The Union and/or the employee will coordinate this meeting with the employee’s supervisor. The employee’s supervisor shall work to accommodate this meeting as soon as possible.

4.3 Dues Check Off

- A. An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the exclusive bargaining representative. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the exclusive bargaining representative.
- B. Upon receiving notice of the employee's authorization from the exclusive bargaining representative, the employer shall deduct from the employee's salary membership dues and remit the amounts to the exclusive bargaining representative. Deduction of membership dues shall begin the same month in which the authorization is received. The County shall deduct from the last paycheck of the month of such employee the amount of dues and fees uniformly levied and transmit them to the bargaining representative.

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- C. The employee's authorization to deduct membership dues remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization.
- D. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.
- E. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions. The Employer remains neutral as it relates to this.
- F. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, hire date in current bargaining unit, job classification, department, hours worked, and monthly wage.

4.4 Indemnification.

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article 4 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event error is discovered.

12.6 Family Leave.

The County shall provide family leave in accordance with the County's policy which shall meet the requirements of law. FMLA leave shall run concurrently with workers' compensation time loss, family leave provided by State law, sick leave, and paid time off taken in conjunction with FMLA eligibility.

The County shall provide paid family and medical leave in accordance with Title 50A RCW.

12.9 – Health and Welfare Coverage, Paragraph A, revise as follows:

- A. During the life of this Agreement, the County will provide health care insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Employees shall be eligible for benefits under this Article 12 during the month following any month in which the sum of the

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employee's hours worked, paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the WTWT subscription agreement. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

During the life of this Agreement, the County shall provide the Teamster HMO Plan or the Teamsters Medical Benefits described in pertinent documents of the Washington Teamster Trust, as specified below:

TEAMSTER TRUST MEDICAL BENEFIT PLAN:

- Teamsters Medical Plan Z
- Washington Teamsters Dental Plan B
- Teamsters Vision Care Trust
- Teamsters Plan A Life and AD&D

Effective July 1, 2020, the County will pay one thousand two hundred twenty-five dollars and twenty cents (\$1225.20) plus eighty-four dollars ((\$84.00) from the employee HRA VEBA to create a new employer cap of one thousand three hundred nine dollars and twenty cents (\$1309.20) towards the benefits described above. Effective January 1, 2021, the County will contribute an additional thirty-five dollars (\$35.00) to create a new employer cap of one thousand three hundred forty-four dollars and twenty cents (\$1344.20). Any increases to the cost of the benefit plans above the new caps shall be shared equally (50/50) by the County and employees. Employees will pay the balance through the County's reduction of the amount of contribution specified in section (F) of this Article relating to Health Reimbursement Account.

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds the cost of the plans identified above, 100% of such excess cost shall be paid by the employee. In the course of such bargaining, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County to the employees' HRA accounts in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees.

Article 12.9 – Health and Welfare Coverage, Paragraph F, revise as follows:

- F. Health Reimbursement Account. During January of each year of the term of this Agreement, and not thereafter unless otherwise agreed in writing, the County shall contribute the first of twelve (12) equal monthly HRA

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Clallam County/AFSCME 1619-S

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contributions which shall be made during the year for the benefit of employees. Effective July 1, 2020, after the reduction specified in Article 12.9(A) the monthly HRA contribution shall be ninety-one dollars and three cents (\$91.03)), subject to application of future reduction(s) specified in the foregoing Article 12.9(A) relating to the employees' responsibility for a portion of increases to premium.

The County HRA plan document shall be owned by the employee. The amounts paid by the County to an employee's HRA described in this Article 12.9 (F) shall be in addition to other amounts described in separate articles and sections of this Agreement.

No changes to the rest of Article 12.

Article 13.1 – Wages, revise as follows:

The Patrol Sergeant top step base wage without longevity stated in the Appendix A six step plan shall be maintained as at least one hundred fifteen percent (115%) of the top step Patrol Deputy base wage without longevity or any other premium or incentive. Effective July 1, 2020, provide a cost of living increase to the January 2020 wage scale reflected in Appendix A by one percent (1%). Effective January 1, 2021, provide an additional cost of living increase to the Appendix A wage scale by an additional one percent (1%).

The following positions will receive a hazard pay premium of one percent (1%) whenever a Declaration of Emergency has been issued by the County Administrator and/or the Clallam County Board of Commissioners for so long as the Declaration of Emergency remains in effect: Patrol Sergeant.

No changes to the rest of Article 13.

Article 13.10 – Educational Incentives.

- A. An employee who has attained or possesses an AA/AS degree from an accredited college or university shall receive a monthly educational incentive equivalent to two percent (2%) of the employee's applicable base wage.
- B. An employee who has attained or possesses a BA/BS degree from an accredited college or university shall receive a monthly educational incentive equivalent to four percent (4%) of the employee's applicable base wage.

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Article 13.11 – Detective Assignments.

The Sheriff may assign Detective Sergeant duties to Sergeants in his/her discretion. The Detective Sergeant shall receive a premium of three percent (3%) of base salary (includes longevity steps) for all hours worked in this status. The determination of Detective Sergeant status, its functions, duties and qualifications shall be in the sole discretion of the Sheriff, and the decision to assign a Sergeant as a Detective Sergeant or to remove a Sergeant from a Detective Sergeant assignment resides exclusively in the Sheriff, and decisions in this regard shall not be subject to the grievance procedure. It is agreed that decisions made with regard to Detective Sergeant assignments shall be made in good faith.

Date Signed

By Union: 7-9-20

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-CS

[Signature]
John Keegan, President

[Signature]
Joshua Marburger, AFSCME Representative

Date Signed:

By County: 7-14-20

CLALLAM COUNTY
BOARD OF COMMISSIONERS

[Signature]
Mark Ozias, Chair

[Signature]
Bill Beach

APPROVED AS TO FORM:

[Signature]
Matthew Lynch, Employment Counsel

[Signature]
Bill Benedict

Bill Benedict, Clallam County Sheriff

Date Signed: 8-5-2020

Randy Johnson

ATTEST

[Signature]
Loni Gores
Clerk of the Board



APPENDIX C

**7-1-20 AFSCME - 1619S
PAY SCHEDULE**

1-1-20+1%

	<u>STEP</u>	<u>HOURLY</u>	<u>MONTHLY (40 HOURS)</u>
Entry	A	35.533	6182.69
1 Year	B	37.507	6526.17
2 Years	C	39.481	6869.65
After 5 Years	D	40.665	7075.74
After 10 Years	E	41.850	7281.83
After 15 Years	F	43.034	7487.92
(as a Sergeant)			