

ORIGINAL

**Agreement
By and Between
Clallam County
and
The Washington State Council of
County and City Employees, Local 1619-D**

**For the Period
July 1, 2020 – June 30, 2021**

Contract Extension Agreement

SHERIFF'S PATROL DEPUTIES

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

Clallam County (“the County”) and AFSCME 1619-D (“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. This agreement shall take effect on July 1, 2020 or the first of the month following ratification and signature by both parties, whichever is later.

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

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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.

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. (Existing Language)

The County shall provide paid family and medical leave in accordance with Title 50A RCW. (Additional new language)

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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. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. 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, this cap shall increase to 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.

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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 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(\$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.

Article 13.1 – Wages, revise as follows:

The following cost of living adjustment shall be made to the January 2020 wage schedule:

- July 1, 2020, one percent (1%)

The following cost of living adjustment shall be made to the July 2020 wage schedule:

- January 1, 2021, one percent (1%)

In addition to the above increases, 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 Deputies.

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.

Article 13.11 – Detective Assignments.

The Sheriff may assign Detective duties to Deputies in his/her discretion. The Detective shall receive a premium of three percent (3%) of base salary (includes longevity steps)

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for all hours worked in this status. The determination of Detective status, its functions, duties and qualifications shall be in the sole discretion of the Sheriff, and the decision to assign a Deputy as a Detective or to remove a Deputy from a Detective 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 assignments shall be made in good faith.

No changes to the rest of Article 13.

Date Signed

By Union: July 8, 2020

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

James O'Brien
By JAMES O'Brien, Vice Pres ident
Marc Titterness, President

Aaron Cole, AFSCME Representative

APPROVED AS TO FORM:

Matthew Lynch, Employment Counsel

Matthew Lynch

Bill Benedict, Clallam County Sheriff

W. Benedict

Date Signed: 8-5-2020

Date Signed:

By County: 7-14-20

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Bill Peach
Bill Peach

Randy Johnson
Randy Johnson

ATTEST:
Loni Gores

Loni Gores
Clerk of the Board



APPENDIX A

1-1-2020 + 1.00%

7-1-2020 AFSCME 1619 D PAY SCHEDULE

	STEP	HOURLY	MONTHLY
	A	28.244	4914.45
	B	29.656	5160.22
	C	31.139	5418.17
	D	32.696	5689.14
	E	34.331	5973.61
10 Year Anniversary	F	35.361	6152.88
15 Year Anniversary	G	36.423	6337.54
20 Year Anniversary (as a Patrol Deputy)	H	37.515	6527.66