

461.2).08 2e
7/6/21

Agreement

By and Between

Clallam County

And

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

For the Period

July 1, 2021 – June 30, 2024

Contract Extension Agreement

Patrol Deputy

Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024

Clallam County (“the County”) and AFSCME 1619-D (“the Union”) have, by mutual agreement, modified the collective bargaining agreement extension expiring June 30, 2021, as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede previous agreements and MOU’s signed between the County and the Union on the Articles below regarding wages and conditions of employment. This agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by both parties, whichever is later.

Article 11.2 – Overtime

Wages shall be paid at the overtime rate as required by the Fair Labor Standards Act and Washington law. As a general rule, any work performed in excess of forty (40) hours per week shall be paid at the rate of time and one half (1-1/2) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this article. All overtime shall be authorized by the employee’s supervisor and approved by the Sheriff’s designee.

Notwithstanding the foregoing, hours worked in responding to emergency call-outs from an off-duty status shall be paid at the overtime rate of pay; any deviation from a deputy’s regular and scheduled shift hours directed by a supervisor shall be paid at the overtime rate; and, all self-initiated time worked related to police community caretaker, public safety and priority enforcement actions shall be paid at the overtime rate.

2080 hours is to be used for purposes of calculating overtime.

No Further Changes to Article 11

Article 12.9 – Health and Welfare Coverage. 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

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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, 2021, the County's medical contribution (Cap) shall be \$1344.20. If the County's contribution exceeds the cost of the above plans, the difference shall be placed into the employee's Health Reimbursement Account (HRA). Any increases to the cost of the benefit plans above the cap 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.

Employer medical contribution cap increases \$50 on 1/1/22 to \$1,394.20

Employer medical contribution cap increases \$50 on 1/1/23 to \$1,444.20

Employer medical contribution cap increases \$50 on 1/1/24 to \$1,494.20

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.

- 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, 2021, the monthly HRA contribution (currently \$91.03) shall increase by seventeen dollars (\$17) to one hundred and eight dollars and three cents (\$108.03). The additional seventeen dollars (\$17) reflects the difference between the medical cap ((\$1,344.20) and actual cost of the Employee selected medical

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package (\$1,327.20). This contribution is subject to the application of reduction(s), and/or addition(s), specified in the foregoing Article 12.9(A) relating to the employees' responsibility for a portion of increases to premium, or, excess dollars between the cost of medical plans selected and the County medical cap.

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.

- G. **COVID Leave** (New). Effective July 1, 2021, regular full-time employees (defined as thirty-seven and one-half (37.5) hours/week or more) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-related illness or mandatory quarantine because of COVID infection or exposure. This is a contingent benefit and shall have no cash out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID leave into the next calendar year. This benefit is retroactive to January 1, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.
- H. **COVID Vaccine Benefit** (New). Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week or more) who presents proof of completed COVID vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holiday in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash out value nor shall there be carryover of unused hours into the next calendar year.

No Further Changes to Article 12

Article 13.1 – Wages

Effective July 01, 2021, Patrol Deputies shall move to the new 9-step wage scale attached as Appendix A. This wage scale reflects a one and a half percent (1.5) COLA adjustment over the old 5-step (steps A-E) wage scale. During the life of this contract the following Cost of Living Adjustments (COLA) shall occur:

- January 01, 2022 – Additional two and one half percent (2.5%) increase over July 01, 2021 wage schedule
- January 01, 2023 – Additional two and one half percent (2.5%) increase over January 01, 2022 wage schedule

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- January 01, 2024 – Additional two and one half percent (2.5%) increase over January 01, 2023 wage schedule

Longevity steps occur at 10, 15, and 20 years (based on time as a Clallam County Patrol Deputy) as follows:

- 10 Years – Additional one and half percent (1.5%) based on top step nine (9)
- 15 Years – Additional three percent (3%) based on top step nine (9)
- 20 Years – Additional four and one half (4.5%) percent based on top step nine (9)

For the duration of the contract, any other Clallam County bargaining unit who receive a COLA increase which is more than the increase as agreed upon above, Local 1619-D employees shall receive the difference for that calendar year.

Article 13.6 – Section 401(a) Plan Match

Effective July 1, 2021, the County shall match into a 401 (a) Plan elected by the employee two and a half percent (2.5%) of base salary provided the employee contributed a like amount into an IRC 457 or 401(a) match and save plan.

Article – 13.12 – Accreditation Pay

To recognize the high standards met, and the efforts involved in the accreditation process, as of July 1, 2021 each employee covered under this Agreement shall receive an additional one percent (1%) monthly accreditation premium pay calculated from the employee's base salary. In the event management does not seek accreditation renewal, or fails the accreditation process, the premium pay shall end on the expiration date of the existing accreditation certification. Accreditation premium pay shall remain in place so long as any portion of the Sheriff's Office (patrol or jail) is accredited. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have accreditation pay suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

No Further Changes to Article 13

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Date Signed
by Union: 7/6/2024

Date signed
by County: 7/6/24

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

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Marc Titterness, Local President

Mark Ozias, Chair

Aaron Cole, AFSCME Representative

Bill Peach

Randy Johnson

APPROVED AS TO FORM:

ATTEST:

Matt Lynch, Employment Counsel

Loni Gores
Clerk of the Board



APPENDIX A

Clallam w/1.5% COLA
July 1 - Step 6-9
Added @ 1.5% per
step - 1.5% Patrol
Deputy Long. @ 10
Yr, 15 Yr, and 20 Yr

Year 1	5038.05
Year 2	5290.00
Year 3	5554.44
Year 4	5832.22
Year 5	6123.85
Year 6	6215.71
Year 7	6308.94
Year 8	6403.58
Year 9	6499.63
Year 10	6597.13
Year 11	6597.13
Year 12	6597.13
Year 13	6597.13
Year 14	6597.13
Year 15	6694.62
Year 16	6694.62
Year 17	6694.62
Year 18	6694.62
Year 19	6694.62
Year 20	6792.11
Year 21	6792.11
Year 22	6792.11
Year 23	6792.11
Year 24	6792.11
year 25	6792.11

Longevity is calculated from top step (9)

Step 10 - 1.5% above base

Step 15 - 3% above base

Step 20 - 4.5% above base