

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 12/16/2020	PREPARED BY: Carlee Nave
Meeting Date Requested: 12/22/2020	PRESENTED BY: Eric Wyant, for Carlee Nave
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Joint Bi-County: Amendment II to 2019-2021 Bailiff Collective Bargaining Agreement	
FISCAL IMPACT: Total annual impact of \$4,628 (Franklin County's annual share is \$1,342 (29%) for 2021)	
BACKGROUND: Bi-County bargaining teams have reached a tentative agreement after one negotiation session for the Bailiffs 2021 wage and benefits opener. The details of the settlement include a 2% Cost of Living Adjustment (COLA) to the salary schedule, and no change to the benefits contribution as there is no change in the benefits premium for 2021. There are also some administrative language changes to the benefits article as requested by UEBT to reflect the current administration practices.	
RECOMMENDATION: Parties below recommend ratification of the CBA Amendment as presented.	
COORDINATION: Negotiation teams representing Benton and Franklin Counties and the Bailiffs unit reached a tentative agreement, which was ratified by the bargaining unit. Tiffany Deaton, Superior Court Administrator participated in negotiations as a member of the bargaining team and will sign the amendment, along with the Presiding Superior Court Judge. Legal review was completed by Stephen Hallstrom in the Benton County Prosecuting Attorney's Office as is our practice for Bi-County Collective Bargaining Agreements. The Benton County Commissioners will sign at their next Board meeting.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution – 2 Originals 2. Amendment II to 2019-2021 Collective Bargaining Agreement – 2 Originals (Place holder without signatures – signatures, other than the Benton County Board, will be obtained prior to the meeting)	
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) Originals to HR for delivery to Benton County for signature.	

I certify the above information is accurate and complete.

Carlee Nave

Carlee Nave, HR Director

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF THE 2019-2021 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS LOCAL 839, REPRESENTING BAILIFF EMPLOYEES, AMENDMENT II.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Local 839, representing Bailiff employees, negotiating team for the 2019-2021 Agreement Amendment II; **NOW, THEREFORE**,

BE IT RESOLVED, that the Benton and Franklin Counties Board of Commissioners approve Amendment II of the 2019-2021 Agreement between Benton and Franklin Counties, and Teamsters Local 839, representing Bailiff employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the Amendment is effective January 1, 2021 and shall remain in effect for the duration of the Agreement.

Dated this ____ day of _____, 20____.

Dated this ____ day of _____, 20____.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Member

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

Attest.....
Clerk of the Board

AMENDMENT II
to
2019 – 2021 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY,
FRANKLIN COUNTY
And
TEAMSTERS UNION LOCAL NO. 839
Representing BAILIFFS

Benton-Franklin Counties Superior Court (Employer) and Teamsters Union Local NO. 839 Representing Bailiffs (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2020, through December 31, 2021, as follows:

1. Section 8.1 is hereby amended to read:

2019: Effective January 1, 2019, the 2018 Salary Schedule will be increased by two and a half percent (2.5%). This calculation and process shall be determined and established by the Benton County Commissioners' Office.

2020: Effective January 1, 2020, the 2019 Salary Schedule will be increased by two and a half percent (2.5%). This calculation and process shall be determined and established by the Benton County Commissioners' Office.

2021: ~~For 2021, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.~~ Effective January 1, 2021, the 2020 Salary Schedule will be increased by Two percent (2.0%) for 2021. This calculation and process shall be determined and established by the Benton County Commissioners Office.

2. Section 9.2 is hereby amended to read:

The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 Composite and the ~~Group Health~~Kaiser Options as the plans for medical and hospital coverage available to all employees.

2019: Effective the first payroll cycle following the date of the last signature, the employer agrees to pay up to a maximum of one thousand, forty-five and 23/100 dollars (\$1,045.23) per month towards medical, dental, vision, and life insurance.

2020: Effective January 1, 2020, the Employer agrees to pay the cost of the premiums for UEBT Medical A6, UEBT Dental D8, UEBT Vision Plan 3, and \$24,000 life insurance up

to a maximum of One Thousand, One Hundred, Forty, and 60/100 Dollars (\$1,140.60). In the event the premium for these plans increases in 2020, the Employer will pay up to an additional Five Percent (5%) of that premium, any increase over Five Percent (5%) will be the responsibility of the employee, in the event the premium decreases, the County Contribution will also decrease in that amount.

~~2021: For 2021, this agreement will be open for limited negotiations to determine a health and welfare adjustments. Effective the pay period following the last signature or January 1, 2021, whichever is later, the Employer agrees to pay the cost of the premiums for UEBT Medical A6, UEBT Dental D8, UEBT Vision Plan, and \$24,000 life insurance up to a maximum of One Thousand, One Hundred, Forty, and 60/100 Dollars (\$1,140.60).~~

3. Section 9.3 is hereby amended to read:

For UEBT coverage, the employee is eligible if they are a regular full-time employee and ~~was compensated~~ had forty (40) compensable hours or more the previous calendar month. If the employee is a regular full-time employee and elects ~~Group Health~~ Kaiser (Washington Counties Insurance Fund or “WCIF”) and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the second (2nd) through the thirty-first (31st), coverage begins the first (1st) of the following month. If the first (1st) falls on a weekend or holiday, and the employee reports to work on the first (1st) business day following, coverage is retroactive to the first (1st) of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and ~~was compensated~~ had at least forty (40) compensable or more hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

4. No other language in the CBA is amended or intended to be changed or modified.

5. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2021.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON-FRANKLIN COUNTIES
SUPERIOR COURT**

**TEAMSTERS LOCAL NO. 839
Representing Bailiffs**

Presiding Superior Court Judge
Date: _____

Russell Shjerven, Secretary-Treasurer
Date: _____

Tiffany Deaton, Administrator
Date: _____

**BOARD OF BENTON COUNTY
COMMISSIONERS**

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date: _____

Approved as to form:

Stephen Hallstrom,
Benton County Deputy Prosecuting Attorney

**BOARD OF FRANKLIN COUNTY
COMMISSIONERS**

Chair

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date: _____

2021 SALARY SCHEDULE

2019 - 2021
Agreement by and between
Board of Benton and Franklin County Commissioners
and
Benton-Franklin
Superior Court Teamsters #839

COVERING BAILIFF TEAMSTERS

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
6	3127	3190	3302	3418	3538	3662	3790	3923	4060

cc: Superior Court, Payroll, Human Resources, Teamsters #839, BC/FC Administration