

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

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| DATE SUBMITTED: 3/15/2021 | PREPARED BY: Carlee Nave |
| Meeting Date Requested: 3/23/2021 | PRESENTED BY: Carlee Nave |
| ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: | |
| SUBJECT: MOU – Addendum to Deputies’ CBA enabling 9-hour shifts | |
| FISCAL IMPACT: \$0 | |
| BACKGROUND: Sheriff Raymond desires the flexibility to assign 9-hour shifts to members of the Deputies’ bargaining unit. The current language in the Collective Bargaining Agreement only allows for 8, 10, or 12 – hour shifts to be assigned. The language in the attached agreement will allow the Sheriff the flexibility to assign 8, 9, 10, or 12 hour shifts to Deputies’ as he determines necessary to meet the operational needs of the Sheriff’s Office. | |
| RECOMMENDATION: Parties below recommend ratification of the CBA as presented. | |
| COORDINATION: L Painton, FOP labor representative for the Deputies’ bargaining unit contacted me requesting a MOU to enable 9-hour shifts to be scheduled. Upon confirming with Sheriff Raymond that he desired this flexibility earlier than could be accomplished with the new 2022 CBA, I exchanged language proposals via e-mail with L Painton for the necessary changes to Article 9. The language for approval today was ratified by the bargaining unit and the MOU has been signed by L Painton and Guild President, M Boyer. Sheriff Raymond approved the language and has signed the MOU. 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. Resolution2. Memorandum of Understanding | |
| 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) n/a – HR will distribute | |

I certify the above information is accurate and complete.

Carlee Nave

Carlee Nave, HR Director

FRANKLIN COUNTY RESOLUTION _____

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

*MEMORANDUM OF UNDERSTANDING ADDENDUM TO 2019-2021 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 Memorandum of Understanding, Addendum to 2019-2021 Collective Bargaining Agreement, by and between Franklin County and the Fraternal Order of Police Lodge #7 on behalf of the Sheriff's Patrol Deputies' Guild, is hereby approved by the Board.

DATED this _____ day of _____, 2021.

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

Chair

Chair Pro Tem

ATTEST:

Member

Clerk of the Board

MEMORANDUM OF UNDERSTANDING

ADDENDUM TO RESOLUTION 2019-088 WHICH APPROVED THE 2019-2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN FRANKLIN COUNTY AND THE FRATERNAL ORDER OF POLICE TRI-CITY LODGE #7 ON BEHALF OF THE SHERIFF'S PATROL DEPUTIES' GUILD

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between Franklin County and The Fraternal Order of Police Tri-City Lodge #7 on behalf of the Sheriff's Patrol Deputies, hereinafter the "Guild".

WHEREAS, a 2019-2021 Collective Bargaining Agreement, hereinafter known and referenced as "Agreement," between the above-named parties currently exists which addresses work periods, shifts and overtime; and

WHEREAS, the above-named parties desire to modify the Agreement in order to facilitate the use of 9 hour shifts;

WHEREAS, the following Articles are hereby adopted by the parties:

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 and one-half 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 and one-half 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 the FLSA, 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.

NOW, THEREFORE, BE IT RESOLVED, this Memorandum of Understanding shall remain in effect until superseded by a successor agreement or terminated in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their duly constituted and legal representative on this _____ day of _____, 2021.

FOR THE COUNTY:
Sheriff of Franklin County:


Jim Raymond, Franklin County Sheriff

Board of County Commissioners
Franklin County, Washington

Chair

Chair Pro Tem

Member:

APPROVED AS TO FORM:


Prosecuting Attorney's Office

FOR THE GUILD:
Franklin County Patrol Deputies:

 3-12-2021
Mark Boyer, President

Fraternal Order of Police
Labor Services:

 3-12-2021
Leo F. Painton, FOP