

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 12/9/2020	<b>PREPARED BY:</b> Carlee Nave
<b>Meeting Date Requested:</b> 12/15/2020	<b>PRESENTED BY:</b> Carlee Nave
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Joint Bi-County: Amendment I to 2020-2021 Juvenile Detention Collective Bargaining Agreement	
<b>FISCAL IMPACT:</b> Total annual impact of \$18,712 (Franklin County's annual share is <b>\$6,733</b> (35.98%) for 2021)	
<b>BACKGROUND:</b> Bi-County bargaining teams have reached a tentative agreement after one negotiation session for the Juvenile Detention 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 plan premiums for 2021. There are also some administrative language changes to the benefits article as requested by UEFT to reflect the current administration practices.	
<b>RECOMMENDATION:</b> Parties below recommend ratification of the CBA Amendment as presented.	
<b>COORDINATION:</b> Negotiation teams representing Benton and Franklin Counties and the Juvenile Detention unit reached a tentative agreement, which was ratified by the bargaining unit. Darryl Banks, Juvenile Justice Administrator participated in negotiations as a member of the bargaining team and has signed 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. Mr. Hallstrom will sign when he is back in the office, but he has reviewed the document electronically. The Benton County Commissioners will sign at their next Board meeting.	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  1. Resolution – 2 Originals 2. Amendment I to 2019-2021 Collective Bargaining Agreement – 2 Originals	
<b>HANDLING / ROUTING:</b> (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 2020-2021 AGREEMENT BETWEEN BENTON AND FRANKLIN  
COUNTIES, AND TEAMSTERS UNION LOCAL NO. 839, REPRESENTING JUVENILE  
DETENTION EMPLOYEES, AMENDMENT I.

**WHEREAS**, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Union Local NO. 839, representing Juvenile Detention employees negotiating team for the 2020-2021 Agreement Amendment I; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Benton and Franklin Counties Board of Commissioners approve Amendment I of the 2020-2021 Agreement between Benton and Franklin Counties, and Teamsters Union Local No. 839, representing Juvenile Detention 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 I**  
**to**  
**2020 – 2021 AGREEMENT**  
**Between**  
**BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT**  
**And The**  
**TEAMSTERS LOCAL NO. 839,**  
**WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION**  
  
**Representing JUVENILE DETENTION UNIT**

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

1. Section 8.3 is hereby amended to read:

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 Commissioner's Office. The 2020 Salary Schedule is attached as Appendix A.

2021: ~~For 2021, this agreement will be open for limited negotiations to determine any wage adjustments on 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 Commissioner's Office. The 2021 Salary Schedule is attached.~~

To be eligible for any pay or benefits increases, the employee must be employed by the Employer in a position covered by this agreement on the date of ratification of the agreement by both the Benton and Franklin County Boards of Commissioners. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are not entitled to any of the increases in wages and benefits.

2. Section 9.2 is hereby amended to read as follows:

The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) and HMO plan as the plans for medical and hospital coverage, UEBT Dental D8 with orthodontia rider, UEBT Vision Plan 3, UEBT Time Loss, and \$12,000 life insurance available to Juvenile Detention employees covered by this Agreement.

- A. 2020: Effective January 1, 2020, the Employer will increase its contribution to pay the cost of the premiums for the UEBT medical, dental, vision, and time loss plans and life insurance up to a maximum of One Thousand, One Hundred, Forty-Seven

and 80/100 Dollars (\$1,147.80). 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 employer contribution will also decrease in that amount.

- B. 2021: For 2021, this Agreement will be open for limited negotiations to determine Employer and employees' contributions towards health and welfare benefits. Effective January 1, 2021, the Employer's contribution to pay the cost of the premiums for the UEBT medical, dental, vision, and time loss plans and life insurance will be a maximum of One Thousand, One Hundred, Forty-Seven and 80/100 Dollars (\$1,147.80).

Section 9.8 is hereby amended to read as follows:

For UEBT coverage, the employee is eligible if they are a regular full-time employee and ~~worked-had~~ forty (40) compensable hours or more ~~including available leaves and cash-outs~~ hours in the previous calendar month. If the employee is a regular full-time employee, WCIF coverage begins on the first of the month if they were hired on the first of that month, if they are hired on the second through the thirty-first, coverage begins the first of the following month. If the first falls on a weekend or holiday, and the employee reports to work on the first business day following, coverage is retroactive to the first 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 ~~worked-had~~ at least forty (40) compensable or more hours ~~including available leaves and cash-outs~~ 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.

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

Carric Runge  
Presiding Superior Court Judge  
Date: 12/8/20

Darryl Banks  
Darryl Banks  
Juvenile Justice Administrator  
  
Date: 12/8/2020

**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

**TEAMSTERS LOCAL NO. 839**

Russell Shjerven  
Russell Shjerven, Secretary/Treasurer  
Date: 12-3-2020

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
Franklin County Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board

Date: \_\_\_\_\_