

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2026-25

FRANKLIN COUNTY RESOLUTION NO. 2026 - 021

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

IN THE MATTER OF THE 2026-2027 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS LOCAL 839, REPRESENTING JUDICIAL ASSISTANTS AND BAILIFF

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Local 839, representing Judicial Assistants and Bailiff for the 2026-2027 Collective Bargaining Agreement; **NOW, THEREFORE**,

BE IT RESOLVED, that the Benton and Franklin Counties Board of Commissioners approve the 2026-2027 Collective Bargaining Agreement between Benton and Franklin Counties, and Teamsters Local 839, representing Judicial Assistants and Bailiff as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2026, except as otherwise provided, and shall remain in effect until December 31, 2027.

Dated this 13th day of January, 2026.

Dated this 21 day of January, 2026.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Jerome Delvin
75D07803283E488
Chair

[Signature]
Chair

DocuSigned by:
Michael Alvarez
8968F57E34874E4
Chair Pro Tem

[Signature]
Chair Pro Tem

DocuSigned by:
Will McKay
1359820754574CF
Commissioner

[Signature]
Commissioner

Constituting the Board of Commissioners of Benton County, Washington

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....[Signature]
34825A975E04CE
Clerk of the Board

Attest.....[Signature]
Clerk of the Board



2026 - 2027 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY, FRANKLIN COUNTY

And

TEAMSTERS LOCAL NO. 839

Representing: JUDICIAL ASSISTANTS and BAILIFF

- c:
- Benton County Commissioners
 - Franklin County Commissioners
 - Superior Court Administration
 - Local 839
 - Benton County Human Resources
 - Benton County Payroll
 - Benton County Prosecutor's Office
 - Franklin County Administrator
 - Franklin County Human Resources

TABLE OF CONTENTS

PREAMBLE2
ARTICLE 1 – RECOGNITION2
ARTICLE 2 – SUBORDINATE TO STATUTES, ETC.3
ARTICLE 3 – EMPLOYEE RIGHTS3
ARTICLE 4 – MANAGEMENT RIGHTS.....4
ARTICLE 5 – NO STRIKE AND NO LOCKOUT.....6
ARTICLE 6 – HOURS OF WORK, OVERTIME6
ARTICLE 7 – WAGE RATES AND OTHER COMPENSATIONS8
ARTICLE 8 – INSURANCE BENEFITS8
ARTICLE 9 – HOLIDAYS.....10
ARTICLE 10 – VACATION LEAVE11
ARTICLE 11 – SICK LEAVE12
ARTICLE 12 – LEAVE SHARING14
ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY15
ARTICLE 14 – PENSIONS AND RETIREMENT16
ARTICLE 15 – COMPENSABLE (ON-THE-JOB) INJURIES.....16
ARTICLE 16 – DISCIPLINE AND DISCIPLINARY PROCEDURES16
ARTICLE 17 – GRIEVANCE PROCEDURES19
ARTICLE 18 – LAYOFF AND RECALL23
ARTICLE 19 – CONDITIONS AND DURATION OF AGREEMENT23
ARTICLE 20 – ENTIRE AGREEMENT24
ARTICLE 21 – SAVINGS CLAUSE.....24
ARTICLE 22 – UNION MATTERS AND DUES24
ARTICLE 23 - DRUG FREE WORKPLACE.....25
ARTICLE 24 - MILITARY LEAVE.....25
ARTICLE 25 – JURY DUTY25
ARTICLE 26 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE25
ARTICLE 27 – DISBURSEMENTS FROM SALARIES25
ARTICLE 28 – NEGOTIATIONS25
ARTICLE 29 – UNION ACTIVITY26
ARTICLE 30 – CONSIDERATION27
ARTICLE 31 – POLITICAL ACTIVITY27
APPENDIX A – PAY MATRIX29

PREAMBLE

This Agreement entered into by and between BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY AND FRANKLIN COUNTY, hereinafter referred to as Employer, and TEAMSTERS LOCAL UNION NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and grievances, and the establishment of rates of pay, hours of work and other conditions of employment.

Pursuant to RCW 41.56.030(12), the Employer for wage and benefit related matters are the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the Employer for non-wage and non-benefit related matters, is the judges or judges’ designee. Therefore, the judges or their designee have no duty or obligation to bargain, discuss, adjust grievances or participate in collective bargaining agreement negotiations, or grievances concerning wage and benefit related matters. Furthermore, county legislative authorities, or person or body acting on behalf of the legislative authorities, have no duty or obligation to bargain, discuss, adjust grievances or participate in collective bargaining agreement negotiations or grievances, concerning non-wage and non-benefit related matters. The Judges will neither conduct, nor issue written findings, conclusions, summaries or decisions for, grievance proceedings.

ARTICLE 1 – RECOGNITION

1.1 Employer recognizes the Union as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for certain employees of the Benton-Franklin Counties Superior Court, as certified by the Public Employment Relations Commission, Case No. 143411-C-25. The Employer and the Union agree that the bargaining unit shall be defined as follows:

INCLUDED: Regular, full-time and regular part-time Judicial Assistants and Bailiff in the Benton-Franklin Counties Superior Court.

EXCLUDED: Superior Court Administrator, Supervisors, confidential employees, on call relief bailiffs and all other employees of the Benton-Franklin Counties Superior Court.

1.2 Definitions:

Regular Full-Time Employee: An employee hired in a position normally scheduled to be 40 hours per week, with an actual or expected duration of more than six months.

Regular Part-Time Employee: An employee hired in a regular position working at least 20 hours per week but less than forty 40 hours per work week. A part-time employee is only entitled to pro-rated sick leave, vacation leave, paid holidays, and no other benefits,

except those required by law.

On Call Relief Employee: An employee hired to provide on call relief for Regular Full-Time Employees on an as needed basis, without regular hours assigned, or a representation of working any hours in a given pay period. On call employees are not entitled to any of the benefits provided under this contract except for the applicable hourly rate and those required by state or federal law.

Probationary Employee: An employee will be on probation during the first six months of regular, full-time employment (or 1,040 hours). If further observance of the employee is required, the employee may either be terminated without cause and without recourse, or the probationary period may be extended for up to an additional six-month period (or 1,040 hours).

A probationary employee may be terminated without cause and without recourse during their probationary period. If the employee is on unpaid leave during their probationary period, the anniversary date and probationary period will be adjusted for the leave period.

ARTICLE 2 – SUBORDINATE TO STATUTES, ETC.

- 2.1 This Agreement shall be subject and subordinate to statutes, the ordinances of Benton and Franklin Counties, unless such ordinances are enacted *ex post facto* addressing the same issue that has already been negotiated by the parties and incorporated into this Agreement.
- 2.2 Upon written request by the Union, the Employer will negotiate effects on wages, hours, and/or working conditions of Union members that result from ordinances that are enacted after the execution of this Agreement, in accordance with the Public Employees' Collective Bargaining Act (PECBA).

ARTICLE 3 – EMPLOYEE RIGHTS

- 3.1 An employee or the Union Secretary-Treasurer or designee shall have the right upon request to inspect a Union-represented employees' personnel file in the presence of an office/department representative at a reasonable time during the workday and said request shall be granted not later than two days after the request. No material referring to the employee's performance shall be placed in the file without the employee's signature acknowledging receipt and the opportunity to attach their comments. A copy of any entry to their file will be given to the employee.
 - A. When a Union represented employee has not given written authorization for the Union to access their personnel file, the Union shall be provided access to such file to the extent provided by law.

- 3.2 No employee shall accept or engage in any activity, affiliation, business, or employment, either during or after working hours, that would conflict with the integrity and independence of the courts, the court's interests, create the appearance of impropriety or diminish the ability of employee to render to Benton-Franklin Counties Superior Court the full, loyal and undivided service which is contemplated in their employment by Benton-Franklin Counties Superior Court.

Permission to engage in any activity, affiliation, business, or employment hold any outside employment, which may conflict with the independence or integrity of the courts, must be secured in writing from the Superior Court Administrator. Failure to secure advance permission may result in discipline up to and including termination.

- 3.3 The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.
- 3.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 3.5 Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, the Union and employees whose work assignment is affected shall be notified, in writing, by circulating memorandum, and the new rule or procedure shall be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, PROVIDED: the rules are uniformly applied and uniformly enforced.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. The judicial branch has the power to maintain control over the inherent functions of its operation, including bargaining over the working conditions of its employees assigned to perform court functions (chapter 41.56 RCW). All matters not expressly or clearly covered by the language of this Agreement or by state law shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The affairs and prerogatives of the Employer which the Employer shall decide and implement include, but are not limited to, the following matters:
- A. The right to operate and manage all staff, facilities, and equipment, including without limitation, the right to specify equipment and/or weapons Bailiffs shall or shall not carry or otherwise use.

- B. The right to establish the mission, strategic direction, service levels, and resource requirements for all operations and services.
- C. The right to establish and institute any and all lawful work rules, policies, and procedures, upon reasonable written notice to bargaining unit members and the Union. The Employer has the right to develop, adopt, amend, administer, and enforce work rules, policies, and procedures that cover matters not specifically described in this Agreement, so long as such rules and policies have been bargained with the Union to the extent required by the PECBA. The Employer has the right to make changes to personnel rules and policies. All employees shall abide by said changes. Written personnel rules, policies, and procedures will be posted and provided to affected employees and to the Union.
- D. The right to schedule work, including overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- E. The right to hire, transfer, discipline and discharge for just cause, lay off, recall, or promote employees as provided by this Agreement and state law.
- F. The right to determine the need for additional training of employees (*e.g.*, educational courses, training programs, on-the-job training, and/or class training) and to assign employees to such training for periods to be determined by the Employer.
- G. The right to determine the size and composition of the work force and to assign employees to work locations.
- H. The right to determine what duties shall be performed by employees. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
- I. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer shall determine whether or not an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.
- J. The right to close, relocate, reorganize, combine, or eliminate an office, branch, operation, or facility.
- K. The right to determine utilization of technology.

- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Boards of Benton and Franklin County Commissioners and the Superior Court Judges, and the rights and obligations owed thereby to the electorate.
- 4.3 With respect to the Management Rights set forth in this Article 4, the Employer's failure to exercise any right, prerogative, or function shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function provided that doing so is not in conflict with the express provisions of this Agreement.

ARTICLE 5 – NO STRIKE AND NO LOCKOUT

- 5.1 Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. The Employer's employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which the employee is engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer.
- 5.2 The Employer agrees there will be no lockouts during the term of this Agreement.
- 5.3 The Employer or the Union may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 6 – HOURS OF WORK, OVERTIME

- 6.1 Work Day. The normal work day shall consist of eight consecutive hours out of the calendar day (excluding lunch) except in the event of an emergency.
- 6.2 Work Schedule. The normal work schedule shall consist of five consecutive normal workdays except in the event of an emergency.
- 6.3 Meal Periods. Employees will receive a one-hour meal period.
- 6.4 Rest Breaks. Employees will receive two 15-minute break periods; the first break will occur during the morning hours, as the court's schedule permits, and the second break will occur during the afternoon hours after the scheduled meal period, as the court's schedule permits. Due to the nature of court business, the rest breaks may on occasion occur on an intermittent basis and need not be uninterrupted. Non-work activities are restricted to meal periods and rest breaks. Employees may waive their 15-minute break periods and opt for an earlier shift end time as court operations allow. Waiver of 15-minute breaks shall not result in additional compensation.

- 6.5 Schedule Changes. The Employer may change hours and days; Employer must provide five working days' notice of said change to the affected employee except in the event of an emergency.
- 6.6 Emergency Schedule Changes. In the event of an emergency as determined by the Employer, the Employer may change work day hours, and/or work week days month in accordance with the service demands required by an emergency.
- 6.7 Overtime. Overtime maybe required from time to time by the Employer. All compensated time, in excess of 40 hours in a calendar week will count towards the overtime threshold. Overtime will be compensated at the rate of time and one half.
- 6.8 Compensatory Time. The employee may request to receive compensatory time off at the overtime rate; provided, however, if said compensatory time off would interfere with normal work requirements or the providing of public services as determined by the Employer, then the overtime shall be paid. No employee shall accumulate more than 40 hours of compensatory time at any time during the year. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. Compensatory time shall not be carried over from one calendar year to the next. If there is compensatory time left over at the end of a calendar year, it shall be paid to the employee. Accumulated compensatory time shall be used before vacation leave is approved, except in those instances where this requirement would result in loss of accumulated vacation leave.

Any remaining compensatory time balances will be paid upon transfer to a new office/department, position, or at termination of employment, at the employee's then regular rate of pay.

- 6.9 Flex Time. In the event that an employee is assigned to work beyond regular daily business hours, the Superior Court Administrator or designee has the option to determine whether the Employer, by mutual agreement, will provide the employee with an opportunity for flex time or extra time off on a case-by-case basis, without regard to prior practices.

Flex time is when the Employer permits the employee to take straight time off later in the same calendar week, to make up for time worked beyond normal work hours on any given day.

- 6.10 Training. All Employer required training will be compensated by the Employer.

ARTICLE 7 – WAGE RATES AND OTHER COMPENSATIONS

7.1 2026: Effective January 1, 2026, the 2026 Pay Matrix will be implemented. Employees will be placed at their current step and maintain their pay anniversary date, except that Philip Ashcraft and Casey Phelps will be placed at Step 3(C) and will have a new pay anniversary date of January 1.

Effective January 1, 2026, the 2026 Pay Matrix will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners’ Office.

2027: For 2027, this agreement will be open for limited negotiations to determine any changes to the Pay Matrix.

7.2 Pay increases, whether by percentage cost of living provisions or by pay plan progression, are applicable only to employees who are employed by the Employer on the date of signature by the parties’ representatives as to Tentative Agreement on this Article.

7.3 Pay Plan Progression. The pay plan will be administered in accordance with the following provisions:

A. The pay plan consists of nine steps. Persons selected to fill vacant positions may be hired at Step 1(A) or Step 2(B) of the appropriate range for the classification in which they are hired. Persons selected may be paid at a higher pay step, higher than Step 2(B), based on related experience, education, and qualifications subject to prior written determination and approval by the Boards of County Commissioners. Said determination and approval shall be binding on all parties.

If an employee begins at Step 1(A), they will be paid at Step 1(A) for a period of at least six months. On successful completion of probation, the employee will be moved to Step 2(B).

If an employee begins at Step 2(B) or above of the pay plan, the employee will remain in that step for a minimum of 12 consecutive months.

ARTICLE 8 – INSURANCE BENEFITS

8.1 The Employer provides employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type of plan, and the Employer will contribute the amounts stated in Article 8.2 toward the employee’s premium costs for the coverages selected. Employees may change their plan options annually during the Employer’s open enrollment period. All employees are required to participate in the Employer’s designated life insurance plan. The Union has

elected to have \$24,000 face value life insurance coverage.

The Employer contributions indicated in Article 8.2 will be applied first toward employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's HRA VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

- 8.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) medical plan, UEBT dental plan D8, UEBT vision plan V3, and a Washington Counties Insurance Fund (WCIF) plan for medical coverage to all full time, benefit eligible employees.

2026: Effective January 1, 2026 or the first of the month following signature by all parties, whichever is later, the Employer agrees to contribute \$1,238.60 per month towards medical, dental, vision, and life insurance.

2027: For 2027, this agreement will be open for limited negotiations to determine any health and welfare adjustments.

- 8.3 For UEBT coverage, the employee is eligible on the first of the month, if they are a regular full-time employee, or eligible for healthcare coverage as required by state or federal law, and had 40 or more compensable hours (worked, vacation, sick leave, holiday pay) in the previous calendar month.

For WCIF coverage, if the employee is hired on the first of the month, coverage begins on the date of hire. If the employee is hired after the first of the month, coverage begins on 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 had at least 40 or more compensable 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.

- 8.4 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify Union of said changes. If the changes are mandated on the Employer, then the Employer will so notify the Union, and the parties will meet for informational

purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes, then the Employer will communicate with the Union to discuss these options and thereafter will implement the changes taking into consideration the interests of the Employer and the employees.

8.5 Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.

ARTICLE 9 – HOLIDAYS

9.1 The following are recognized holidays with pay:

New Year's Day	January 1 st
Martin Luther	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th
One Floating Holiday	Requires supervisor's approval

An employee will not receive holiday pay if the employee is absent on their last scheduled workday prior to or the first scheduled workday, following the holiday if the absence is without pay due to insufficient accrued paid leave, or if the employee is on a leave of absence without pay.

9.2 Each employee is entitled to one floating holiday per calendar year after six months of employment. In order for the employee to use the one floating holiday, they must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.

9.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

9.4 All work performed on a holiday (or, on the observed day) shall be compensated at a rate of one and one-half times the employee's hourly rate in addition to eight hours holiday

pay. There is no pyramiding of overtime and one and one-half times holiday pay.

ARTICLE 10 – VACATION LEAVE

10.1 Effective with the first payroll cycle following full execution of this Agreement, vacation leave with pay is earned at the following per period rates depending on the employee's length of service with the Employer:

<u>Years of Service</u>	<u>Hours per Pay Period</u>	<u>Vacation Leave Annual Hours</u>
1 through 05	4.75	123.50
6 through 10	5.75	149.50
11 through 15	7.00	182.00
16 through 19	7.75	201.50
20 and over	8.50	221.00

10.2 Accrual. Accruals are based on the employee’s length of service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period.

10.3 Use. The employee must request to use said accrued vacation leave, which request is subject to prior approval from the Employer. Hours may be used as they are accrued. .

10.4 Voluntary Annual Cashout. An employee is eligible to cash out 40 hours of vacation leave if the employee has used a minimum of 80 hours of vacation leave since January 1st of the current calendar year, through October of that year. This cash out will be paid on the first payday in December. Vacation hours donated under the leave sharing program will be included in the 80 hours used to qualify for cashout.

10.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 200 hours. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 200 hours effective January 1 of the subsequent year.

Hours accumulated in excess of 200 hours have no cash out value and shall be forfeit upon separation of employment in accordance with Article 10.6.

10.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service shall upon separation for any reason, be allowed to cash out the

employee's accumulated vacation leave but not to exceed 200 hours, provided that in the event of voluntary separation (including retirement), that the employee give at least 14 calendar days' notice.

- 10.4 The Employer shall arrange vacation time for employees on such schedules which will least interfere with the functions of the court.

ARTICLE 11 – SICK LEAVE

11.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.75 hours per pay period. Sick leave hours are accrued on each pay day as long as the employee has at least 40 hours worked (inclusive of County paid leave time) in the pay period.

11.2 Carryover Cap. As of December 31 of each year, accumulated sick leave may not exceed a total of 1,040 hours. Any excess will be forfeited. Employees whose sick leave balance exceeds the maximum carryover shall have their balance reduced to 1,040 hours effective January 1 of the subsequent year.

11.3 Use. Sick leave may be used as accrued for the following reasons:

- A. An employee's mental or physical illness, injury, health condition, or preventive medical care.
- B. To care for a family member with an illness, injury, health condition, or need for preventive medical care.
- C. Closure of the employee's workplace or child's school/place of care by order of a public official or any health-related reasons.
- D. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.
- E. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- F. Bereavement Leave: Death of a family member as defined in Article 11.4: five days maximum per death.
- G. Death of a friend or relative, not meeting the definition of family member: one day maximum per death.

11.4 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

- A. Child: Biological, adopted, or foster child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent.
- B. Parent: Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

11.5 Reporting. Sickness shall be reported to the department at the beginning of any period of sick leave prior to the start of the shift, or as soon as practicable. Any employee who is off work due to illness in excess of five work days may be required to provide a qualified health care provider's verification of the illness as well as the qualified health care provider's approval to return to work.

Employees on sick leave in excess of five work days are required to call the Superior Court Administrator designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.

Prior to being eligible to return to work following an injury, an employee may be required to provide documentation from a qualified health care provider confirming that the employee is capable of performing all job duties contained in the job description at normal levels of efficiency.

11.6 The Employer will allow employees to participate in an HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("VEBA"), subject to the provisions of this Agreement.

- A. Employees who voluntarily separate their employment with the Employer or regularly retire from employment with the Employer under the Employer's retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for 25% of their unused sick leave capped at 200 hours paid out. For voluntary separation or death, such payment shall be limited to employees with five or more years' continuity of service with either county or a bi-county group, and the employee must provide 14 days' notice of separation in order to be eligible for cash out.

11.7 Family and Medical Leave. The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy. In addition, the Employer provides Washington Family Care Act Leave, Pregnancy Disability Leave, Domestic Violence Leave and Military Family Leave, in accordance with State and federal law.

ARTICLE 12 – LEAVE SHARING

- 12.1 The purpose of the program is to allow an employee to transfer any portion of their vacation leave to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries. Leave sharing shall be implemented as provided in this Article and the Benton County policy on Voluntary Transfer of Vacation Leave.
- 12.2 Policy: Leave sharing shall be implemented as follows:
- A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred vacation leave.
 - B. The transferring party must either:
 - 1. Have used at least 40 hours of vacation leave in the previous 12 months; or
 - 2. Have no less than 40 hours of accrued paid leave after the transfer is completed.
 - C. All requests for transfer of vacation leave shall be submitted on a Voluntary Transfer of Vacation Leave form to the Superior Court Administrator or designee. Each request shall include:
 - 1. The amount of vacation leave to be transferred;
 - 2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;
 - 3. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.
 - D. Approval of the transfer is at the discretion of the Superior Court Administrator or designee. If the transfer is approved, the Superior Court Administrator or designee shall sign the request and the request shall be submitted to the Benton County Human Resources Department.
 - E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.*, if eight people donate 10 hours of leave each and the recipient takes one day off, one hour will be deducted from each donor).

- F. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave, in one-quarter hour increments, with uneven amounts “rounded up or down” to the most appropriate hour.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee’s wages.

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

- 13.1 Approval. An employee may be granted a leave of absence without pay up to 12 months subject to the Superior Court Administrator’s or designee’s approval. An employee must request such leave of the Superior Court Administrator or designee, in writing. The Superior Court Administrator or designee may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave when applicable. Prior to approval of such leave, the employee and the Superior Court Administrator or designee shall reach a mutually acceptable agreement, in writing, with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the Employer’s service.
- 13.2 Eligibility. In order to be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. Employees may not use leave without pay for vacation or other short-term absences resulting from not having sufficient leave banked. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee’s leave bank(s).
- 13.3 Benefits. While on a leave of absence without pay that benefit continuation is not pursuant to applicable statutes, the Employer’s insurance contribution ceases, the employee is eligible for continuing benefits under COBRA, and the employee’s anniversary date may be adjusted. If the employee is on unpaid leave for a major portion of a pay period, vacation and sick leave do not accrue, and the employee’s anniversary date may be adjusted accordingly.
- 13.4 Release. If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 14 – PENSIONS AND RETIREMENT

Employees shall participate in the State employees’ retirement plan (PERS) as set forth in applicable statutes.

ARTICLE 15 – COMPENSABLE (ON-THE-JOB) INJURIES

An employee who suffers a compensable on-the-job injury resulting in their absence from work for 14 calendar days or more will be paid their regular Employer salary for the first three work days of such absence less any time loss compensation which may be applicable. If the employee qualifies for time loss payments, the employee shall use their accumulated paid leave (“paid leave” under this Article is sick leave, vacation leave, and compensatory time) toward the regular wage difference between the time loss payments received and the employee’s regular wage. This process may be accomplished by payroll calculation or through a buy-back procedure as implemented by the County. During the absence of such employee, said employee will be considered as being "on leave of absence-compensable injury" and as such the Employer will continue to pay its portion of the insurance premium contributions while the employee is supplementing their time loss payments with accumulated leave or while on an FMLA leave. Time loss payments are not considered compensation like sick leave and/or vacation leave.

The Employer will continue to pay its portion of the insurance premium contribution for the employee for three months beyond exhaustion of paid leave. If the employee runs out of paid leave then the employee will be responsible for paying the premiums as determined by the Employer. While on workers compensation, an employee's time loss pay will be administered through the Benton County Human Resources Department; however, employees must on a weekly basis keep their supervisor informed about their status and prognosis for return to work.

ARTICLE 16 – DISCIPLINE AND DISCIPLINARY PROCEDURES

16.1 Purpose. Disciplinary procedures are intended to assist the Employer and employees in the sensitive area of disciplinary action by defining the limits of acceptable conduct and providing for consistency in actions taken when those limits are exceeded. The parties believe that progressive discipline is a most beneficial format since it provides the employee with an opportunity to correct deficiencies and to improve their job-related conduct. However, there are circumstances where progressive discipline is not warranted and could result in not having a verbal reprimand but rather going directly to written reprimand, suspension without pay, disciplinary probation or termination. Management personnel may carry out disciplinary action based on the following just causes, but not limited thereto:

- a) Neglect of duty;
- b) Inefficiency;
- c) Insubordination;
- d) Incompetence;
- e) Insolence;

- f) Conviction of any crime;
- g) Malfeasance or misfeasance;
- h) Gross misconduct;
- i) Violation of Employer ordinances, directives, administrative/management rules and regulations inclusive of personnel policies where applicable;
- j) Conflict of interest between off-duty activities and official duties, or the appearance of impropriety with respect thereto;
- k) Tardiness and/or absenteeism;
- l) Discrimination or harassment;
- m) Violation of the Drug & Alcohol Policy and Procedures - Fit for Work Program;
- n) Suspension and/or revocation of licenses, certifications and any other credentials necessary to carry out the work/job;
- o) Conduct which could be reasonably considered as undermining public confidence in the Court;
- p) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

16.2 Degree of Disciplinary Action. The degree of disciplinary action administered by the Superior Court Administrator or designee, depends on the severity of the infraction. It is the responsibility of the Employer taking the action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. The following provides a guideline for non-mandatory, progressive disciplinary action:

- A. Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor will immediately discuss the offense and warn the employee not to repeat the behavior, and will document the occurrence by making a note to the employee's official personnel file, concerning the infraction. Repeated violations of verbal reprimands will result in a formal written reprimand.
- B. Written Reprimand. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in the employee's official personnel file.
- C. Disciplinary Probation. Disciplinary probation may be used as a further step for multiples of written reprimands. The Employer shall notify the employee that they are on disciplinary probation for a specified length of time. This disciplinary probation is in lieu of suspension without pay or termination, however, an employee on disciplinary probation is on notice that further disciplinary actions against them could result in immediate termination of employment. Disciplinary probation does not constitute a break in service but the period of time on this

status will not be credited toward monthly accrual for the purpose of step increases on employee's evaluation date.

- D. Suspension With Pay. At the discretion of the Employer, an employee may be suspended, with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform their duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense, and may include the Employer's recovery of pay and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.
- E. Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for termination but when circumstances related to an employee's overall performance would not warrant immediate termination. The length of suspensions should not normally exceed 30 working days.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This suspension gives the supervisor the opportunity to discuss the problem with their superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, they will be returned to their position, paid for any lost time, and a letter exonerating the employee will be placed in their official personnel file. If, however, the employee is found in violation, then the determined disciplinary action will take effect on the date that the investigatory suspension began.

- F. Termination. When a termination is involved, the Employer shall proceed with a pre-termination conference or meeting whereby the affected employee is provided with written notice of the charges against them, an explanation of the Employer's evidence and an opportunity to present their side of the story. The purpose of this pre-termination hearing is for the Employer to have the benefit of the employee's perspective regarding the charges before the Employer takes disciplinary action. Immediate removal of an employee from the work site may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed appropriate by the Employer. An employee may also be terminated after repeated offenses of a less serious nature if the offenses have been documented

by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

- 16.3 Any disciplinary action of a regular employee taken by the Employer may be appealed by the employee utilizing the grievance procedure provided in this Agreement.
- 16.4 All disciplinary action, including verbal reprimands, will be documented in written form, signed by the supervisor and employee and placed in personnel file. Such disciplinary action notices will be removed from an employee's personnel file one year after the last date that disciplinary action was imposed for whatever reason, upon request by the employee. The employee's signature denotes acknowledgment and receipt of the reprimand. If employee refuses to sign this document, this will be noted and signed by a management witness and included in personnel file.
- 16.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or terminated without just cause by the Employer at any time during the probationary period. Probationary employees have no recourse.
- 16.6 Coaching and counseling communications are not disciplinary in nature. Verbal reprimands are not subject to grievance beyond Step 2 (Article 17).

ARTICLE 17 – GRIEVANCE PROCEDURES

- 17.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and adopt this procedure in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.

As used in Article 17, the Employer for wage and benefit related matters are the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the Employer for non-wage and non-benefit related matters is the judges or judges' designee. The judges or their designee have no duty or obligation to discuss or adjust grievances or participate in grievances concerning wage and benefit related matters. Furthermore, county legislative authorities, or person or body acting on behalf of the legislative authorities, have no duty or obligation to discuss or adjust grievances or participate in grievances concerning non-wage or non-benefit related matters. Provided, however, the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the judges or their designee, may attend all grievance proceedings, regardless of subject matter. The Judges will neither conduct, nor issue written findings, conclusions, summaries or decisions for, grievance proceedings.

- 17.2 A grievance is defined as a question involving the interpretation, application or alleged

violation of any provision of this Agreement between the Employer, the Union and the employee, and shall be resolved exclusively through the procedures set forth in Article 17. All grievances shall outline the facts and alleged violation(s) of contract articles, when filed.

- 17.3 Through the procedures set forth in this Article, a grievance may be presented by the Employer, the Union on behalf of an employee, or the employee in their individual capacity (or accompanied by a Union representative), if desired.
- 17.4 Grievances may be heard at any time where practical and feasible.
- 17.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Superior Court Administrator or designee and the Union representative or employee proceeding in their individual capacity, may extend the time limits by mutual agreement in writing.
- 17.6 No grievance shall be valid unless it is submitted at Step 1 within 10 calendar days after the occurrence of the grievance, except as specified in Section 17.3 of this Article. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.
- 17.7 The grievance procedure shall be as follows:

STEP 1:

A grievance shall be presented in written form to the Court Operations Manager, or designee, within 10 calendar days from its occurrence. The Court Operations Manager shall respond in writing within 10 calendar days after receiving said grievance.

STEP 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within 10 calendar days of the response in Step 1, the written grievance shall be served on the Superior Court Administrator. The parties shall arrange a meeting between the aggrieved employee (unless the Employer agrees to waive the employee's presence), employee representative and management representatives, within 10 working days for resolution of the issue. The Superior Court Administrator shall issue findings in writing within 10 calendar days of the meeting referenced hereinabove.

STEP 3:

- A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the aggrieved employee or the Employer shall refer the dispute to final and binding arbitration.
- B. Notice - Time Limitation: The employee or the Employer shall notify the other in writing by certified mail of submission of arbitration within 10 calendar days after receipt of the Step 2 response.
- C. Arbitrator Selection: After timely notice, the parties will pick an arbitrator in the following manner:
1. The Employer and the Union shall attempt to select the neutral arbitrator within 20 calendar days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon a neutral arbitrator, the neutral arbitrator will be selected through the procedure as provided for in Section 2, below.
 2. In the event either party does not agree on a neutral arbitrator, then and in that event, the party advancing the grievance to arbitration shall request a panel of 11 arbitrators from the Public Employment Relations Commission (PERC) "copying" the other party with the written request. If the parties cannot mutually agree on a neutral arbitrator from the list of 11 names, then the parties shall meet or confer by telephone, and the non-grieving party shall elect to exercise the first strike of one name from the list (or defer the first selection to the other party) and communicate that party's choice to the other party.

The party not selecting first will then strike one name from the list and so on, proceeding in an alternative order until each party has struck five names from the list. The remaining name shall be neutral arbitrator and shall be so advised by the party advancing the grievance to arbitration, "copying" the other party with notice.
- D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the neutral arbitrator. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed upon as provided for herein.
- E. Limitations, Scope and Power of Arbitrator:
1. The arbitrator shall not have the authority to add to, subtract from, alter,

change or modify the provisions of the personnel rules and regulations or the contract.

2. The power of the arbitrator shall be limited to interpretation of or application of the terms of the personnel rules and regulations and the contract, or to determine whether there has been a violation of the terms of these rules and regulations or the contract by either the Employer or the employee.
3. The arbitrator shall consider and decide only the question or issue raised at Step 1 and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1.

In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards shall not be made beyond the date of the occurrence beyond which the grievance is based, that date being five working days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full, except in the event Article 17.7 (F.4) below is activated.
3. The arbitrator shall not have authority to award punitive damages.
4. The award of the arbitrator is final and binding on all parties; provided, however, a party may appeal the decision within 30 calendar days to Superior Court for a review of the record and not a *de novo* proceeding. The standard of review is that of arbitrary and capricious or clearly erroneous.
5. Each party hereto shall pay their own representatives, witnesses, and other costs associated with the presentation of their case, and the expenses of their respective representatives, including without limitation, attorney fees, as well as one-half the expense of the neutral arbitrator.
6. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof,

provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

ARTICLE 18 – LAYOFF AND RECALL

- 18.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is made necessary by reason of lack of work, lack of funds and/or reorganization.
- 18.2 The Employer shall give as much notice as practicably possible to designated employees.
- 18.3 The Superior Court Administrator or designee will determine which classification will be affected by the layoff in their respective department. The last employee hired within a classification within a department shall be the first employee laid off; provided, however, employees who remain within the department must be able to fulfill job requirements. The determination as to whether or not the remaining employees are capable of fulfilling job requirements shall be within the discretion of the Employer. Seniority is defined as the time in service within the classification within the department in which the employee is working.
- 18.4 No new employees shall be hired by the Employer until available employees placed on layoff within the classification have been offered re-employment, provided the layoff period does not exceed one year and that the employee keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by mail and email to the employee. The employee shall be deemed to have received notice within three days after the Employer mailed said notice. An employee so notified must indicate their acceptance of said re-employment within 10 days of receipt of notice and shall be back on the job within 30 days of acceptance of said offer or forfeit all call-back rights under this Article.
- 18.5 Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave, provided all other provisions of this Article are complied with, including that the employee must be re-employed within one year to retain these call-back rights and that the employee has successfully completed their 180 day (unless extended pursuant to the collective bargaining agreement) probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the Employer as a result of the layoff.

ARTICLE 19 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on January 1, 2026, except as otherwise provided, and terminating on December 31, 2027. It is further understood

and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law.

ARTICLE 20 – ENTIRE AGREEMENT

The terms of this Agreement, including all Appendices, constitute the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Therefore, the parties waive the right to bargain collectively with respect to any subject or matter, unless by mutual consent, for the life of this Agreement.

ARTICLE 21 – SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Agreement and Addendum shall not be affected thereby.

ARTICLE 22 – UNION MATTERS AND DUES

- 22.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union except for errors or omissions by the Employer.

- 22.2 Dues Cancellation. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union. The County will continue to deduct union dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. The cancellation will become effective by the second payroll after receipt of notice from the Union.

- 22.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee. The Union will provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions. The County shall allow a Union representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two weeks of hiring the new employee, but in no instance later than 90 calendar days. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 23 - DRUG FREE WORKPLACE

It is of the utmost of importance of the Employer to maintain a safe and healthy workplace that is free from the effects of drugs and alcohol. Drug and alcohol abuse pose a threat to the health and safety of employees, court participants, and visitors. For these reasons, the Employer has adopted a Drug Free Workplace policy and procedure.

ARTICLE 24 - MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not to exceed 21 days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision shall be subject to applicable State and Federal laws.

ARTICLE 25 – JURY DUTY

An employee receiving a summons to report for jury duty shall notify the Superior Court Administrator or designee within three working days of receiving the summons. An employee shall be granted paid leave for attendance at jury duty. Each employee who performs jury duty shall be paid their regular Employer salary for each day the employee performs jury duty.

ARTICLE 26 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action inclusive of discharge. Unauthorized absences from duty for three consecutively scheduled work days will constitute a voluntary quit. The leave request form shall be used in applying for any leave.

ARTICLE 27 – DISBURSEMENTS FROM SALARIES

The salaries and wages of employees shall be paid bi-weekly via direct deposit. Implementation of a different payroll date or framework will be preceded by a 30-day written notice to the Union and the employees.

ARTICLE 28 – NEGOTIATIONS

28.1 Negotiators. Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

28.2 Attendance at Bargaining. No more than two employees shall be permitted to attend negotiating sessions with the Employer without loss of pay for the purpose of securing Collective Bargaining Agreement renewal. Notice shall be given to the Employer at least 24 hours in advance of the anticipated absence and, if the employee is scheduled to be on-duty at the time of the negotiating session, the employees shall obtain prior approval from their immediate supervisor for the absence. The parties agree that the absence will not be approved if it will result in back-filling with another employee. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.

ARTICLE 29 – UNION ACTIVITY

29.1 Union Meetings. No Union meeting shall be held on the Employer's time unless the Employer has given express, prior approval.

29.2 E-mail use. Use of the Employer's E-mail System:

- A. The parties recognize that the Employer's E-mail system is the sole property of the Employer and that use of that system is currently governed by the current Benton County Electronic Mail Policy and as revised. The Employer will not purchase additional equipment, software, etc., to accommodate the Union's use of the Employer's E-Mail system pursuant to Article 29.
- B. Union Stewards and/or Representatives may use the Employer's E-mail system to conduct Union business for the limited purposes of:
 - i. Notifying Union members of meetings and scheduling meetings (date, time, place and agenda); and
 - ii. Filing official correspondence with the Employer (*i.e.*, grievance documents, demand to bargain notices), which in the E-mail "subject" line will clearly be identified as such.
- C. E-mail from the Union to its members under this section may be read while on duty provided it does not interfere with the business of the court.
- D. The parties recognize that misuse of the Employer's E-mail system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the Employer's E-mail system may result in discipline, up to and including termination.

29.3 From time-to-time, the Union will provide written notice to the Benton County Human Resources Director or designee and the Superior Court Administrator or designee, an up-

to-date written list of Union Stewards and/or the Bargaining Team.

- 29.4 Union Stewards and/or the Bargaining Team may use Employer telephones, voice mail, fax machines, computers, printers, copiers and mail boxes for creating and/or disseminating to Union Stewards and/or the Bargaining Team communications by the Employer to the Union or by the Union to the Employer.
- 29.5 Non-employee Union personnel/representatives shall not be permitted to enter the "secure badge only access" areas of the Benton-Franklin Counties Superior Courts. Specific arrangements may be made with the Superior Court Administrator or designee, for pre-approved access to inspect the grievance site at a time convenient to the Employer and the operations of the courts. The Employer will not unreasonably delay an investigation.

ARTICLE 30 – CONSIDERATION

The consideration for this binding Agreement is the covenants mutually bargained and agreed to by the parties as expressed herein.

ARTICLE 31 – POLITICAL ACTIVITY

Employees of the Benton-Franklin Counties Superior Court subject to this Agreement shall be governed by the Revised Code of Washington and Benton County policies and procedures.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives, as follows:

**BENTON-FRANKLIN COUNTIES
SUPERIOR COURT**

Signed by:

8B65F94AC6BA4D3...
Residing Superior Court Judge

Date: 12/30/2025

Signed by:


E96BCD0BF93E4C3...
Tiffany Runge, Administrator

Date: 12/30/2025

**BOARD OF BENTON COUNTY
COMMISSIONERS**

DocuSigned by:

7ED07603283E486...
Chair


DocuSigned by:

D6C6F5E34874E8...
Chair Pro Tem

DocuSigned by:

13580F08E74CF...
Commissioner


Constituting the Board of
Benton County Commissioners

Attest:

DocuSigned by:

46525A075E034CE...
Clerk to the Board

Date: 1/13/2026

Approved as to form:

Signed by:

7D2675FA0905430...
Reid Hay

JUDICIAL ASSISTANTS and BAILIFF 2026-2027
COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS LOCAL NO. 839

DocuSigned by:

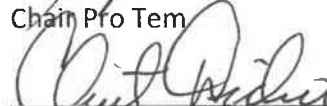
02F457C7542A4FC...
Russell Shjerven, Secretary-Treasurer

Date: 12/31/2025

**BOARD OF FRANKLIN COUNTY
COMMISSIONERS**



Chair


Chair Pro Tem


Commissioner

Constituting the Board of
Franklin County Commissioners

Attest:


Clerk to the Board

Date: 1-21-2026

Deputy Prosecuting Attorney

APPENDIX A – PAY MATRIX

2026 Pay Matrix

	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
JA	30.95	31.57	32.68	33.82	35.00	36.23	37.5	38.81	40.17
Bailiff	24.53	25.02	25.9	26.81	27.75	28.72	29.73	30.77	31.85

2026 Pay Matrix (with 3% Increase)

	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
JA	31.87	32.51	33.65	34.83	36.05	37.31	38.62	39.97	41.37
Bailiff	25.28	25.79	26.69	27.62	28.59	29.59	30.63	31.70	32.81