

# RESOLUTION 2026-208

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AMENDMENT I TO THE 2026-2027 AGREEMENT BETWEEN BENTON COUNTY AND COUNCIL 2, LOCAL 874HC, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, REPRESENTING COURTHOUSE EMPLOYEES**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Council 2, Local 874HC, representing Courthouse employees, for Amendment I to the 2026-2027 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners approve Amendment I to the 2026-2027 Collective Bargaining Agreement between Benton County and Council 2, Local 874HC, Washington State Council of County and City Employees, representing Courthouse employees as negotiated and are authorized to sign the same.

Dated this 14th day of April, 2026.

DocuSigned by:

*Michael Alvarez*

D6C0F57E34874E4...

Chair of the Board

DocuSigned by:

*Will McKay*

135987D784E74CF...

Chair Pro Tem

DocuSigned by:

*Jerome Delvin*

7ED07003283E480...

Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

DocuSigned by:

*Nicole Ferrault*

C03F174D66DF5429...

Attest.....

Acting Clerk of the Board

**AMENDMENT I**  
**to**  
**2026 - 2027 AGREEMENT**  
**Between**  
**BENTON COUNTY**  
**and**  
**LOCAL 874HC, COUNCIL 2**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, AFL-CIO**

**Representing COURTHOUSE EMPLOYEES**

Benton County (Employer) and WSCCCE, AFSCME, AFL-CIO, Local 874HC, Council 2 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2026, through December 31, 2027, as follows:

1. ARTICLE 19 – LAYOFF AND RECALL is hereby amended to read:

- 19.1 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.
- 19.2 The Employer shall give as much notice as practicably possible to designated employees.
- 19.3 The Elected Official or Department Head will determine which classification will be affected by the layoff in their respective office or department. The last employee hired within a classification within an office or department shall be the first employee laid off; provided, however, employees who remain within the office or 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. "Office" and "Department" are defined in Section 4.1 of this Agreement. Seniority is defined as the time in service within the classification within the office or department in which the employee is working.
- 19.4 No new employees shall be hired by the Employer for positions covered by this contract until available employees placed on layoff within the same classification as the vacant position 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 registered or certified mail 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.

19.5 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~~ six month (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.

2. ARTICLE 25 – TYPES OF EMPLOYMENT is hereby amended to read:

25.1 Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary employees.

25.2 Full-time Employee: An employee working 40 hours per work week.

25.3 Part-time Employee: An employee hired in a regular position but working less than forty 40 hours per work week but at least 20 hours per 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. Part-time employees employed prior to November 2, 1992, will continue to be eligible for benefits consistent with past practice, unless required by law.

25.4 Probationary Employee: An employee shall be on probation during the first ~~180 days~~ six months of full-time employment (or 1,040 hours of part-time employment) in each job classification and/or department (including each new job classification or department resulting from promotion, demotion, or lateral transfer).

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 ~~180 days~~ six months (or 1,040 hours for part-time employees), as determined by the Employer. Probation extensions shall be noticed in writing to the employee with a copy to the Union.

If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.

If the end of the probationary period, including instances when the probationary period has been extended by management, falls on a weekend or holiday, the probationary period will expire at the end of the next business day.

If the Employer determines and has an objective basis to justify a one year probation (or 2,080 hours part-time) for certain positions, prior to the position being filled, the Union will be notified and given 30 days to comment on the selection of a position for the extended probation designation.

25.5 Temporary Employee: An employee hired to fill a position either full-time or part-time not to exceed five consecutive calendar months or five calendar months in a calendar year. Temporary employees are not entitled to fringe benefits described in this Agreement; *i.e.*, paid holidays, paid vacation, paid sick leave, insurance, etc., except as required by law. The consecutive calendar month period, if properly fulfilled as indicated in writing from the Elected Official or Department Head, will count toward completion of the probationary period, if the temporary employee is hired as a regular employee in the same or a substantially similar position.

3. Employees on probation as of the signing of this Amendment shall have their probationary period converted from 180 days to six months.
4. No other language in the CBA is amended or intended to be changed or modified.
5. This Amendment is effective upon signature by all parties.

[THIS SECTION LEFT INTENTIONALLY BLANK]

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

**BENTON COUNTY**

DocuSigned by:  
*Michael Alvarez*  
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Chair, Board of Commissioners

Signed by:  
*Eric Eisinger*  
787E028FCE5649F...  
Benton County Prosecuting Attorney

DocuSigned by:  
*Will McKay*  
135987D784E74CF...  
Chair Pro Tem, Board of Commissioners

DocuSigned by:  
*Ken Spencer*  
E62772D2850B4CB...  
Benton County Treasurer

DocuSigned by:  
*Jerome Delvin*  
7ED07803283E486...  
Commissioner, Board of Commissioners

Signed by:  
*Josie Delvin*  
14B08A4DBC88448...  
Benton County Clerk

**Constituting the Board of Benton County Commissioners**

Approved as to form:

Attest:

Signed by:  
*Reid Hay*  
7B068E53CDD04CF...  
Reid Hay  
Deputy Prosecuting Attorney

DocuSigned by:  
*Nicole Renaudt*  
C03F174D55DF429...  
Clerk to the Board (Acting)  
Date: 4/14/2026

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO**

Signed by:  
*Judge James Bell*  
CE4395319C88411...  
Presiding District Court Judge

DocuSigned by:  
*Laura Hanson*  
81F5416A510A445...  
Laura Hanson, Area Representative

DocuSigned by:  
*Bill Spencer*  
7B7E7875AC45452...  
Benton County Assessor

Signed by:  
*Jessica Warren*  
CFF7BD2CDB8B463...  
Jessica Warren, President

DocuSigned by:  
*Brenda Chilton*  
A65F5516AC4B47C...  
Benton County Auditor