

RESOLUTION 2025-673

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT II TO THE 2025-2027 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL UNION NO. 839, REPRESENTING CORRECTIONS OFFICERS

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local Union No. 839, representing Corrections Officers, for Amendment II to the 2025-2027 Collective Bargaining Agreement to address vacation cashout; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve Amendment II to the 2025-2027 Collective Bargaining Agreement between Benton County and Teamsters Local Union No. 839, representing Corrections Officers as negotiated and are authorized to sign the same.

Dated this 18th day of November 2025.

DocuSigned by:

Jerome Delvin

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Chair of the Board

DocuSigned by:

Michael Alvarez

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Chair Pro Tem

DocuSigned by:

Will McKay

135987D784E74CF...

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

DocuSigned by:

Amanda Pearson

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Attest.....

Clerk of the Board

**AMENDMENT II
to
2025 - 2027 AGREEMENT
Between
BENTON COUNTY
and
TEAMSTERS LOCAL UNION NO. 839**

Representing CORRECTIONS OFFICERS

Benton County (Employer) and Teamsters Local No. 839 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2025, through December 31, 2027, as follows to reflect the intent of the parties:

1. ARTICLE 14 – VACATIONS is hereby amended to read:

14.1 Vacation leave with pay is earned at the following per period rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Per Period Vacation Accrual</u>
1 through 5	4.75 hours
6 through 10	5.75 hours
11 through 15	7.00 hours
16 through 19	7.75 hours
20 and over	8.50 hours

14.2 Accrual. Accruals are based on the employee’s length of continuous 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.

14.3 Use. The employee must request and receive prior approval from the Employer before the employee can utilize said accrued vacation leave. Accrued hours may be used as they are accrued.

14.4 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 November 1st of the previous calendar year, through October of the current year. This cash out will be paid on the first paycheck in December. Vacation donated under leave sharing, compensatory time used, and Kelly Time Off (KTO) hours accrued under Article 19.7, will be included in the 80 hours used to qualify for a cash out.

14.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may

not exceed a total of 240 hours (or 280 hours for employees with more than 20 years of service). Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 240 hours (280 hours for employees with more than 20 years of service) effective January 1 of the subsequent year.

Hours in excess of 240 hours (or 280 hours for employees with more than 20 years of service) have no cash out value and shall be forfeit upon separation of employment, in accordance with Article 14.6.

14.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service or regular part-time employees who have completed 1,040 hours of service shall upon separation from Benton County for any reason, be allowed to cash out the employee's accumulated vacation leave but not to exceed 240 hours (or 280 hours for employees with more than 20 years of service), provided that in the event of voluntary separation (including retirement), that the employee give at least 14 calendar days' notice.

14.7 A vacation schedule shall be posted by October 1st of each year. By shift, starting with the most senior employee, each employee shall have 24 hours to select a vacation time. Bargaining unit employees will be allowed to make one selection of vacation on the first round, and again on the second round. No more than 30 calendar days off per first and second rounds. Three officers will be allowed off per shift and will be counted separately from the supervisory unit. If an officer decides to cancel any part of their vacation, then the remaining vacation days are cancelled, and the officer returns to their next scheduled shift.

If an officer takes a block of time of vacation and the officer does not have enough accrued leave time to take the whole vacation time off then the following steps will occur: For each day the officer does not have accrued vacation time, the last scheduled vacation day will be removed. This will continue through the requested vacation days until the officer has earned enough time to take the remaining portion of their vacation.

Thereafter vacation will be selected on a first come, first served basis. All requests for vacation are subject to approval based on the operational, staffing, or safety needs of the jail, as determined by the Chief of Corrections or designee. The Chief of Corrections or designee will grant as many requests for leave as can be accommodated, in the order of receipt of each request, without compromising the operational and safety needs of the jail. Previously authorized leave may be modified or canceled if there is a necessity to do so to protect public safety, meet facility emergency requirements, and/or due to unanticipated personal emergency, as determined by the Chief of Corrections or designee.

14.8 For part time employees, as defined in Article 29, vacation accrual will be prorated based on the Full-Time Equivalent (FTE) of their position.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives and are bound by the terms and conditions of this Agreement.

BENTON COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Jerome Selvin
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Chair

DocuSigned by:
Michael Alvarez
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Chair Pro Tem

DocuSigned by:
Will McKay
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Commissioner

Attest:

DocuSigned by:
Amanda Pearson
3923A973E054CE...

Clerk to the Board

Date: 11/18/2025

Approved as to Form:

Signed by:
Reid Hay
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Reid Hay, Deputy Prosecuting Attorney

Date: 10/29/2025

TEAMSTERS LOCAL UNION NO. 839

DocuSigned by:
Russell Shjerven
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Russell Shjerven, Secretary-Treasurer

Date: 10/29/2025