

RESOLUTION 2025-33

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF 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 the 2025-2027 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve 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 14th day of January, 2025.

DocuSigned by:

Jerome Delvin

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Chair of the Board

DocuSigned by:

Michael Alvarez

D6C0F57E34874E4...

Chair Pro Tem

DocuSigned by:

Will McKay

135907D784E74CF...

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

DocuSigned by:

Amanda Pearson

34825A975E034CE...

Attest.....

Clerk of the Board



2025 – 2027 AGREEMENT

Between

BENTON COUNTY

and

TEAMSTERS LOCAL UNION NO. 839

**Representing
CORRECTIONS OFFICERS**

c: Local 839
Benton County Commissioners
Corrections Department
PA's Office
Human Resources
Payroll

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THIS AGREEMENT is entered into by and between Benton County, hereinafter referred to as County or Employer, and Teamsters Local Union No. 839, representing the Corrections Department's Corrections Officers, hereinafter referred to as Union.

WITNESSETH:

WHEREAS, the parties wish to establish a collective bargaining agreement covering rates of pay, hours of work, and conditions of employment in accordance with chapter 41.56 RCW; and

WHEREAS, it is intended that the following agreement shall be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes, and insofar as applicable; and,

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency of county government which is expressly provided for respectively by state statutes and county ordinances and resolutions except as expressly limited herein.

ARTICLE 1 – CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on January 1, 2025, except as otherwise provided, and terminating on the 31st day of December, 2027.

ARTICLE 3 – NEGOTIATIONS

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.

ARTICLE 4 – SUBORDINATE TO STATUTES

This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the Employer, regulations within its statutory jurisdiction and shall further be subject to the statutes of the State of Washington.

ARTICLE 5 – RECOGNITION

The 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 all full-time and regular part-time Corrections Officers excluding Corrections Corporals, Corrections Sergeants, Corrections Lieutenants, confidential employees, and all other employees.

ARTICLE 6 – LIMITATIONS UPON UNION ACTIVITY

No Union meetings shall be held on Employer time. The Union may access the Facility in a manner consistent with the access granted to other bargaining representatives.

ARTICLE 7 – DISBURSEMENTS FROM SALARIES

Pay Day: The salaries and wages of employees shall be paid bi-weekly via direct deposit, including the final paycheck at the discretion of the Auditor’s Office. Any change to the payroll date will be preceded by a 30-day notice to the Union and the employees.

The Employer shall have the right to implement a different payroll framework based on the implementation of a new payroll system when it becomes administratively possible for the Employer to do so. The Employer will provide 30 days written notice to the Union and affected employees of the date when the new payroll system would begin.

Pay increases, are applicable only to employees who are employed with Benton County at the time of ratification of this contract by the Board of County Commissioners and/or the time when the increase is applicable as set forth in the contract.

ARTICLE 8 – MANAGEMENT RIGHTS

8.1 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. All matters not expressly or clearly covered by the language of this Agreement and other written agreements between the parties shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:

- A. The right to establish reasonable lawful work rules and procedures.
- B. The right to schedule work and 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.
- C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement.
- D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
- E. The right to determine what law enforcement duties shall be performed by various Corrections Department personnel.

F. 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.

G. 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.

8.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

ARTICLE 9 – EMPLOYEE RIGHTS

9.1 An employee shall have the right upon request to inspect their personnel file in accordance with the Corrections Department's Personnel Records Policy.

9.2 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.

9.3 Bulletin Boards: 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.

9.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation. Management will respond to such reports within 30 days.

9.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified 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. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

- 9.6 Up to three Union stewards serving on the negotiating team during contract negotiations shall be excused from work in order to attend negotiations and shall not suffer a loss in wages as a result. Upon written request, Union stewards may be excused, on unpaid status, to attend training provided by the Union, provided that adequate staffing levels are maintained at no additional cost to the Employer, as determined by the Employer.

ARTICLE 10 – UNION MATTERS AND DUES

- 10.1 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 fifteenth day of the month. The Union agrees to notify the Employer at least 30 days in advance of any increase in Union dues. 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 error or omissions by the Employer.
- 10.2 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 the notice from the Union.
- 10.3 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 shall provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions, and timely deliver completed forms to Human Resources. The County shall allow a Union representative 30 minutes of a newly hired employee's regular 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. If the Union orientation does not occur during the employee's initial orientation by Human Resources, the Union shall make the necessary arrangements with the Corrections Department. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

- 11.1 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. Employer 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 they 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.

11.2 The Employer agrees there will be no lockouts during the term of this Agreement.

11.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 12 – 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 tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby.

ARTICLE 13 – ENTIRE AGREEMENT

This Agreement, including Appendices A and B, constitutes an entire agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE 14 – VACATIONS

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 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.

ARTICLE 15 – SICK LEAVE

15.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period. Sick leave hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of County paid leave time) in the pay period. For part-time employees, as defined in Article 29, sick leave accrual will be prorated based on the FTE of their position.

15.2 Use. Sick leave may be used as accrued but, for new hires, shall not be used until after the completion of one month of continuous employment with the County.

15.3 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.

15.4 Sick leave with pay may be used for any of 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. Death of a family member as defined in Section 15.5: up to five work shifts, depending on employee’s schedule, maximum per death.
- C. Death of a friend or relative not meeting the definition of family member: one work shift, depending on employee’s schedule, maximum per death.

Sickness shall be reported to the employee's immediate supervisor at the beginning of any period of sick leave prior to the start of the shift, or as soon as practicable. Upon return to work, the employee shall submit a written request to their immediate supervisor for approval for the leave so taken. Any employee who is off work due to illness in excess of three work days may be required to provide a qualified health care provider verification of illness as well as the provider's approval to return to work.

Employees on sick leave in excess of five work days are required to call their immediate supervisor weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to inform the supervisor of the employee's status and anticipated return-to-work date. This Section does not apply to an employee who has already provided a health care provider's written statement confirming the employee's need to be off work for a specified time period.

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 and that the employee is capable of performing those duties at normal levels of efficiency.

- 15.5 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.
- 15.6 Employees, who voluntarily terminate their employment or regularly retire from Benton County under the County's retirement program, shall receive payment for 25% of their unused sick leave capped at 260 hours, provided the employee has given 14 days' notice of separation. In the event the payment is more than \$3,000, the employee may choose a \$3,000 cash payment or the full amount will be deposited into the employee's HRA VEBA account.
- 15.7 The Employer may provide transitional work positions depending on its ability to accommodate employees based on the Chief of Corrections or designee's determination of the availability of a position and the Chief of Corrections or designee's determination of the ability of an employee to perform the duties of the assigned transitional work position.

15.8 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 16 – HOLIDAYS

16.1 The following are holidays with pay:

New Year's Day	January 1 st
Martin Luther King Day	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
The Day after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th
One Floating Holiday	At employee's choice and upon Supervisor's concurrence

16.2 Each employee is entitled to use the one floating holiday per year after six months of employment. In order for the employee to use said floating holiday, they must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. Employees may be granted the holiday off if staffing requirements inclusive of gender and experience on a shift-by-shift basis are met as determined and at the discretion of the Employer. When such time off is workable it will be granted in order of seniority among those employees who request the time off and will also depend on priorities of when employees request the time off.

16.3 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.

16.4 An employee scheduled to work on a holiday and who physically works on that holiday will be paid at time and one-half for actual hours worked on the holiday, in addition to eight hours of holiday pay. When the holiday falls on a Saturday or Sunday, for shift employees working rotating shifts, the time and one-half pay is for hours physically worked on the scheduled holiday; for other employees (such as Monday-Friday employees), the time and one-half pay is for hours worked on the observed day. No employee is eligible for time and one-half pay on both the observed and actual holiday. There is no pyramiding of overtime and time and one-half holiday pay.

16.5 An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day 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.

16.6 The floating holiday may be taken only in full or cashed out in accordance with Section 16.7. For employees hired after January 1, 2025, floating holidays not used at the time of employment separation are forfeit and have no cash value.

16.7 Deferred Holidays:

A. Employees hired before January 1, 2025, may elect to defer their holiday pay (eight hours for each holiday) and receive it in the December paycheck. Deferred holidays include the holidays listed in Section 16.1, except for Christmas Eve and Christmas Day, which may not be deferred. If an employee elects to defer holidays, they will make the request in writing, on a form provided by the Employer during the month of December for the following year. An employee who elects to defer holidays will have all the holidays (except Christmas Eve and Christmas Day) deferred. If the employee does not elect in writing to defer holidays, the eight hours of holiday pay for each holiday will be included in the pay period in which the holiday occurred.

B. Deferral of Floating Holiday:

If an employee elects to defer holidays but then wishes to take the floating holiday off, they must submit a written leave request for the floating holiday off without pay. Request and approval of a floating holiday off will be in accordance with Section 16.2, except that the Employer will provide a written response within two working days.

An employee who defers holidays and then requests and is granted the floating holiday off will have the day off without pay. This day off without pay is an exception to Article 27, but employees may use this day off for authorized off-duty employment in accordance with Corrections Department policy.

If an employee elects to defer holidays, requests the floating holiday off with at least 10 days advanced notice, and is denied the requested floating holiday on two occasions, in two different calendar months, the employee will be paid at time and one-half for actual hours worked on the second denied day off. In addition, the employee will be paid the eight hours of holiday pay for the deferred floating holiday in the December paycheck.

Example: On February 1st, employee requests February 15th off and the request is denied. On February 3rd, employee requests March 15th off and the request is denied. Employee receives time and one-half pay for hours worked on March 15th.

ARTICLE 17 – PENSIONS AND RETIREMENT

- 17.1 Employees shall participate in the State Employees Retirement Plan as set forth in applicable statutes.
- 17.2 Employees have elected to divert by way of wage reduction the following amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours and shall be computed by pay period. The overtime rate of pay will be calculated based on the total wages and pension diverted. The Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, but otherwise there is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer make any other contribution. The hourly wage reduction shall be \$1.60 per compensable hour.

ARTICLE 18 – JURY DUTY, MILITARY LEAVE

- 18.1 Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding 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.
- 18.2 Jury Duty. Any necessary leave may be allowed by the Chief of Corrections or designee, to permit an employee to serve as a member of a jury. Employees will receive their full regular pay during the term of approved jury service. An employee receiving a summons to report for jury duty shall notify the Chief of Corrections or designee, of such action within three calendar days of service of the summons. The Chief of Corrections or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the shift. For employees working night shift, the shift following jury duty will be excused. For this excused time off work, the employee will be paid their regular pay.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.1 The normal work day(s) and shift(s) will be determined, from time to time, by the Chief of Corrections or designee.
- 19.2 The normal work week(s) will be determined, from time to time, by the Chief of Corrections or designee.
- 19.3 The four squads working the 12-hour shifts will rotate from days to graveyard, and graveyard to days, every eight weeks.
- 19.4 The Chief of Corrections or designee shall have the right to implement work periods consisting of seven days, 14 days and/or 28 days. The Chief of Corrections or designee shall also have the right to implement, if deemed in the best interest of the Employer, eight, 10, or 12 hour work shifts. The purpose of this section is to permit the Chief of Corrections or designee to implement work periods and overtime thresholds in accordance with the provisions of the Fair Labor Standards Act as authorized by 29 USC §207(k) and in order to protect the best interests of the Employer. The Chief of Corrections or designee shall notify the Union 90 days prior to any changes from eight, 10, or 12 hour shifts that impact overall jail operation squads.

If the Employer elects to implement 10 or 12 hour shifts, this Agreement remains based on an eight hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

- 19.5 Shift hours will be established by the Chief of Corrections or designee. Employees assigned to work an eight, nine, or 10 hour work shift will be allowed one-half hour for a paid uninterrupted when feasible meal period. Employees assigned to work a 12-hour work shift will be allowed a 45 minute paid meal period, uninterrupted, when feasible, and intermittent, when not feasible. If the employee is unable to take the offered entire intermittent meal period, it is the responsibility of the employee to timely report how much of the meal period was not taken to their supervisor before the end of that shift, permitting the Employer to make appropriate arrangements to complete the intermittent meal period that same shift. In the event the supervisor is not able to schedule the intermittent meal period to be completed during that shift, the employee will be compensated. An officer on hospital duty will be paid overtime for the time they are unable to take their intermittent meal and rest period(s). The Chief of Corrections or designee may require that employees remain in duty status during meal periods.
- 19.6 Corrections Officers assigned 12-hour work shifts will have a normal work schedule consisting of 13 12-hour shifts per (28 day work period; and the equivalent of six eight-hour or five 10-hour days of training per year. There shall be no overtime as a result of working a normal 12-hour work schedule. Employees who are assigned to eight-hour shifts will have a regular work schedule of five consecutive shifts per seven-day work

period. Employees who are assigned to 10-hour shifts will have a regular work schedule of four consecutive shifts per seven-day work period. Any work outside of the regular work schedule is paid as overtime/comp time.

19.7 At the Employer's discretion, employees working 12-hour shifts, will follow one of the following:

A. One 12-hour Kelly day off per 28-day work period in exchange for six eight hour training days or five 10-hour days of training time to take place throughout the year, paid at the regular pay rate, to be conducted on a squad's regular day off in a specified work period.

Employees earn hours that are set aside in a Kelly Time Worked (KTW) bank of hours. The bank of hours is calculated based on one Kelly Day per 28-day period (12 per year) plus six eight-hour training days for a total of 192 KTW hour per year.

72 Kelly Time Off (KTO) hours will be advanced on January 1 and July 1 of every year, from the KTW bank. Employees and their supervisors are responsible for ensuring KTO hours are at a zero balance on July 1 and at the end of the calendar year.

Upon separation of employment, the employee must reimburse the County for any KTO hours used before the 28-day period in which they would have been earned. This reimbursement will be made as follows:

1. The number of advanced KTO hours not earned will be deducted from the employee's available vacation balance at the time of separation; and
2. If the employee's vacation balance is insufficient to cover the number of advanced KTO hours not earned, the dollar value of the hours (based on the employee's hourly rate at the time of separation) will be deducted from the final paycheck; and
3. If the employee's vacation balance is insufficient and the amount of the final paycheck is insufficient to repay the amount advanced, the employee shall present a check for the amount owed to Benton County Human Resources within 30 days of separation.

Each squad will have five or six designated training days each year, depending on the squad's training plan for that year. The training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc. Sergeants will consult with their squad members to determine the best date to conduct the training and provide that input to the training group. KTW hours will

be used to document training hours on timecards. In the event that only five training days are scheduled for the year, any remaining KTW hours will be zeroed out at the end of the year.

A make-up training day will also be identified for any squad member missing the specified training day. Employees will only be given one opportunity for make-up. Failure to attend either the primary or make-up training will result in employees forfeiting one hour of vacation for each hour of training missed, to be deducted from their paid leave bank; provided, however, that in the event of employee illness on the make-up training day, the employee may opt to have up to eight hours of sick time deducted from their sick leave bank (in lieu of vacation), for one missed make-up training day per calendar year. If the County cancels and does not reschedule a Kelly Day Training before the end of the calendar year, employees will suffer no loss to their vacation banks.

The training day can only be used for training.

KTO will be scheduled in a manner consistent with Article 14.7.

If rescheduling KTO is needed to maintain staffing levels as determined by the Chief of Corrections or designee, absent mutual agreement, the Employer shall give the employee five calendar days' advanced notice.

- B. One four-hour period off per 14-day work period. Employees will be allowed to either arrive to work four hours past the original start time of their assigned shift or be allowed to leave four hours prior to the conclusion of their assigned shift one time during each 14-day work period. This four-hour block is at the discretion of the Employer due to staffing requirements, if the four hours cannot be taken off, the employee shall be compensated. If an employee takes the four-hour block off and is not compensated the entire 14-day period, the employee will owe four hours back to the Employer.

19.8 The Corrections Department will make every reasonable effort to ensure that an employee will receive a minimum of 16 hours off between scheduled shifts of eight hours, or 14 hours off between scheduled shifts of 10 hours, or 12 hours off between scheduled shifts of 12 hours.

19.9 Subject to the approval of the Chief of Corrections or designee, Corrections Officers may vote by a majority for rotating or permanent shift arrangements.

19.10 Compensatory time shall be administered in accordance with the Fair Labor Standards Act and WA Minimum Wage Act. Employees shall be allowed to accrue no more than 40 hours of compensatory time. An employee must use banked compensatory time off prior

to using vacation leave, except when an employee has accrued the maximum amount of vacation leave allowed. Compensatory time can be used in relation to being earned; therefore, compensatory time can be used as it is accrued.

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

- 19.11 If an employee is required to be present in court during their scheduled off work hours, such employee shall receive time and one-half pay for time spent in court. If the time spent in court is less than four hours, the employee also receives pay at the straight time rate up to a total of four hours. Only the time physically worked will be utilized for purposes of calculating qualification for overtime in accordance with the overtime provisions of this Article.
- 19.12 Employees who are called in outside of their regular shifts to attend meetings will be paid for such meeting time with a minimum of two hours for each such event at the overtime rate. Only time physically worked at the meeting will be used for calculation purposes in order to determine qualification for overtime in accordance with provisions of this Article.
- 19.13 Employees may change shifts when unforeseen circumstances arise, provided they first request and receive approval from the Chief of Corrections or designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.
- 19.14 All compensated time will count towards the overtime threshold.
- 19.15 Overtime Procedure: The County will maintain a voluntary overtime signup calendar for qualified employees. Once a Corrections Officer becomes eligible to work OT, they will be placed on the OT list, but their OT hours will not start at zero, instead they will be averaged with the rest of the list, as determined by the designated Lieutenant. In the event overtime is needed the most senior employee signed up on the calendar will be offered the overtime based on overtime hours worked through the calendar year. If the most senior employee declines the offer of overtime the next senior person on the list will be offered the overtime. This process will continue until the list is exhausted. In the event no one is available on the overtime sign up calendar an "all call" will be sent out to all staff seeking volunteers to fill the overtime prior to mandating any employee to work the overtime. In the event mandatory overtime is used the most junior employee will be mandated to work the overtime. A list will be used to track mandatory overtime. The mandatory overtime list will progress from junior to senior until every available employee works mandated overtime, at which point, the list will begin again with the most junior employee. The mandatory call list will be valid for six months and will be reset each year on January 1st and July 1st, the Employer will notify the Union if any deviation is necessary.

It is understood that for the purposes of this overtime procedure, an employee is deemed qualified for an overtime assignment if the employee has successfully completed the FTO Program (trainee officers can only work OT in positions in which they have been signed off by their FTO); is qualified to work the assignment (e.g., gender, armed, CDL, etc., requirements); and is in a classification at or above the available assignment (e.g., Corrections Officer, Corporal, Sergeant, Lieutenant). Any given assignment of overtime will be at the direction of a shift supervisor or designee. It is understood that deviations from the order of the list shall only occur when there is no other reasonable recourse. In the unlikely event that all shift supervisors are unavailable to work a given shift, line staff officers on the list can be skipped to fill the supervisor positions. No employee shall be deemed qualified for any available overtime assignment on a shift the employee is already scheduled to work, it being understood that an employee on the overtime call list will be offered overtime work according to this procedure while on vacation, unless said employee has indicated the desire to waive offers during vacation.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.1 The parties hereto recognize the need for fairness and justice in the adjudication of Union and Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 20.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, or written agreements between these parties modifying this Agreement.
- 20.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee or the Union or the Employer. All grievances shall outline the facts and alleged violation(s) of identified contract articles, when filed.
- 20.4 Grievances may be heard at any time where practical and feasible.
- 20.5 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 Chief of Corrections or designee and the Union may extend the time limits by mutual agreement in writing.
- 20.6 No grievances shall be valid unless said grievance is submitted at Step 1 within 15 calendar days from its occurrence. If a grievance is not presented within 15 calendar days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If the Employer or Union does not respond within the specified time limits, that party shall lose the grievance.

20.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the Lieutenant or designee within 15 calendar days from its occurrence. In recognition of, and in the spirit of, RCW 41.58.040(2) to resolve disputes as expeditiously as possible, the parties may agree to meet and attempt to settle the grievance within five working days of the Lieutenant receiving the grievance, in which case the Lieutenant shall respond in writing within 10 calendar days after the conclusion of the meeting, whether or not resolved. If the parties do not meet, the Lieutenant shall respond in writing to the grievance within 15 calendar days after receiving the grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the grievant at Step 1, then within 15 calendar days of the response in Step 1, above, the grievance shall be presented in writing to the Chief of Corrections or designee. The Chief of Corrections or designee may choose to meet with the involved parties and shall respond in writing to the aggrieved employee and Union within 15 calendar days after receipt of the grievance.

Step 3:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.
- (b) Notice – Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within 10 calendar days after receipt of the Step 2 response.
- (c) Arbitrator – Selection: After timely notice, the parties will select an arbitrator in the following manner:
 - (i) The parties shall attempt to select the 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 an arbitrator, the arbitrator will be selected through the procedure as provided for in Step 3 (c)(ii), below.
 - (ii) In the event either party does not agree on an arbitrator, then and in that event, the party advancing the grievance to arbitration shall

request a panel of 11 arbitrators from the Federal Mediation and Conciliation Service, “copying” the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the list of 11, then the two parties shall meet or confer by telephone. The non-grieving party shall elect to either strike one name from the list (or defer the first strike to the grieving party) and communicate that party's choice to the other party. The party not striking first will then strike one name from said list and so on, proceeding in an alternating order until each party has struck five names from the list. The remaining name shall be the arbitrator and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.

- (d) Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the 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:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - (ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or written agreements between the parties modifying, or to determine whether there has been a violation of the terms of this Agreement or written agreements between the parties modifying this Agreement by either the employee or the Union.
 - (iii) The arbitrator shall consider and decide only the question or issue raised at Step 1 (unless the respondent party in writing agrees to an amendment of the question at the conclusion of Step 2). Said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1.
 - (iv) In conducting hearings, 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:

- (i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being 15 calendar days or less prior to the initial filing of the grievance.
- (ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- (iii) The arbitrator shall not have authority to award punitive damages.
- (iv) In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court within 30 days, for a review of the record and not a *de novo* proceeding.
- (v) Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, as well as one-half the expenses of the arbitrator.
- (vi) 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 21 – MEDICAL, HOSPITAL AND LIFE INSURANCE

21.1 Effective the first of the month following the date of last signature on this Agreement, the Employer agrees to pay 95% of the premiums for medical, dental, vision, time loss, and life insurance, for the following plans and benefits:

- A. Washington Teamsters Welfare Trust Plan B;
- B. Washington Teamsters Welfare Trust Dental Plan A;
- C. Washington Teamsters Welfare Trust Vision Plan EXT; and,
- D. Washington Teamsters Welfare Trust Time Loss Plan; and
- E. \$12,000 Standard Insurance Company Basic Life Plan; and
- F. Washington Teamsters Welfare Trust 9-month Disability Waiver.

The Employer will pay 95% of the premiums for the above listed policies. The employee portion of five percent will be paid by payroll deduction. Any additional amounts necessary to pay insurance premiums for coverage elected by the employee shall be paid

by the employee by payroll deduction (for example, if the employee elected family basic life insurance coverage, the employee will pay the additional monthly premium).

The percentages listed herein and the method for accomplishing the payment of the employee portion shall be the “status quo” during negotiations and mediation for a successor labor agreement; provided, however, neither party is precluded from proposing different percentage formulas and/or different approaches to insurance, and if the parties reach impasse on such insurance proposals in negotiations and mediation, then either party may advocate such position in an interest arbitration proceeding.

- 21.2 The employee must have 40 compensable hours within a month for premiums to be paid the following month, with a coverage effective date of the month after premiums begin.

EXAMPLE: An employee is hired on February 15th and was compensated more than 40 hours in the month of February. Premiums are paid in March and coverage begins April 1st.

If an employee voluntarily separates employment, coverage will end on the last day of the month following the last month in which the employee had 40 compensable hours.

EXAMPLE: An employee quits and their last day is February 15th so they were compensated more than 40 hours in February. Coverage ends on March 31st.

If employment separation is involuntary, coverage will end on the last day of the second month following the final month in which the employee had 40 compensable hours.

EXAMPLE: An employee is terminated on February 15th so they were compensated more than 40 hours in February. Coverage ends on April 30th.

- 21.3 Effective the first of the month following the last signature on this Agreement, the Employer agrees to pay \$166.25 per employee, per month, toward premiums for the Retiree’s Welfare Trust (RWT) RWT-Plus XL plan.

- 21.4 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 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 interest of the Employer and the employees.

21.5 The parties agree that this contract does not spell out the coverage of medical insurance afforded the employees and that, therefore, the Employer will not be responsible for claims denied by carriers.

ARTICLE 22 – COMPENSABLE ON-THE-JOB INJURIES

Employees who may suffer a compensable on-the-job injury requiring their absence from work will be permitted to apply accumulated sick leave to the first three work days of such absence less any time loss compensation which may be applicable. 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 up to the medical premium contributions for such time as the employee is supplementing their time loss payments with accumulated leave or during the period of Family and Medical Leave Act (FMLA) leave. Time loss payments are not considered compensation, however, while an employee is on time loss, their sick and vacation will continue to accrue, and their anniversary date will not change.

If the employee runs out of accrued leave, then the employee will be responsible for paying their portion of benefits premiums to the County,

If the employee qualifies for time loss payments, then the employee shall apply their accumulated leave toward the base wage difference between the time loss payment and the normal base wage for a normal work day. This process may be accomplished by payroll calculation or through a buy-back procedure as implemented by the County.

The employee must keep their supervisor informed of their status and prognosis for return to work on a regular basis, as determined by the supervisor.

ARTICLE 23 – DISCIPLINE AND DISCIPLINARY PROCEDURES

23.1 Just cause is not only inclusive of neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or Corrections Department rules and/or regulations, violation of no strike clause, conflict of interest between off-duty activities and job duties, abuse of sick leave and such other causes normally serving as a basis for discipline in labor and personnel relations.

23.2 Disciplinary action or measures shall include only the following:

- A. Oral reprimand,
- B. Written reprimand,
- C. Suspension without pay,
- D. Demotion,
- E. Discharge.

- 23.3 The parties agree that progressive and escalating levels of discipline are preferable to provide an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct; the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one written warning relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available, but not limited to, to the Chief of Corrections or designee under this concept:
- A. First offense - oral reprimand, written reprimand.
 - B. Second offense - written reprimand, suspension without pay.
 - C. Third offense - written reprimand, suspension without pay, demotion, discharge. If the Chief of Corrections or designee determines that a suspension without pay is the appropriate level of discipline, forfeiture of vacation time for some or all of the period of suspension is available, provided this substitution is mutually agreeable to the parties.
- 23.4 Notwithstanding Section 23.3 above, the Chief of Corrections or designee may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline.
- 23.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than 30 calendar days following the work, incident, or conduct which gave rise to the complaint, or later than 30 calendar days of such work, incident or conduct being known to the Employer by way of investigatory proceedings, or later than 30 calendar days from conclusion by the investigating agency of criminal investigatory proceedings, whichever occurs sooner.
- 23.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

- 23.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without just cause and without any recourse.
- 23.8 Any disciplinary action by a supervisor other than the Chief of Corrections or designee, except verbal reprimands, shall not be final unless affirmed in writing by the Chief of Corrections or designee. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.
- 23.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with their immediate supervisor and the Chief of Corrections or designee, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed 15 calendar days) to consult a Union representative.
- 23.10 An employee has the right to have a disciplinary action against them reviewed through the grievance procedure. The employee must file a grievance within 10 calendar days of the disciplinary action. If a grievance is sought, it shall proceed under the terms of the Agreement.
- 23.11 In the event of imminent dismissal of an employee, and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided up to one business day to confer with the Union before having to respond to the offer of resignation.

ARTICLE 24 – LAYOFF AND RECALL

- 24.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.

The Employer agrees to notify the Union of any and all pending layoffs and agrees to meet with the Union to inform them of those positions which will be laid off prior to implementation of the layoff. Said notification and meeting shall not constitute an obligation to bargain about the decision nor shall it constitute an obligation to bargain about the effects of the layoff. The purpose of the notification and the meeting is strictly informational in nature.

- 24.2 The Employer shall give as much notice as practicably possible to designated employees.

- 24.3 When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off. The Union representative will be notified of the number of employees and classifications designated for reduction as soon as said determination is made. When the Employer determines which employee(s) and classification(s) shall be laid off, the Employer will implement a layoff in accordance with the seniority provision (Article 28) of this Agreement.
- 24.4 Employees laid off will be eligible for reinstatement for a period of one year. No new full-time employees shall be hired by the Employer until the Chief of Corrections or designee determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of their current mailing address, email address, and telephone number. 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 five days after the Employer mailed and emailed 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 10 days of acceptance of said offer or forfeit all call-back rights under this Article.
- 24.5 Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within one year to retain these call-back rights and that the employee has successfully completed the probationary period.
- 24.6 Employees laid off shall be compensated for unused accumulated vacation leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 25 – WAGE RATES AND OTHER COMPENSATIONS

- 25.1 Effective January 1, 2025, the 2024 Salary Schedule will be increased by four percent as reflected in the attached Appendix B. This calculation and process shall be determined and established by the Benton County Commissioners Office.

Any retroactive pay increases are applicable only to those employees who are employed in the bargaining unit on the date of last signature on the Agreement. Employees who terminate employment for any reason prior to that date will not receive any pay increases.

2026: Effective January 1, 2026, the 2025 Salary Schedule will be increased by four percent. This calculation and process shall be determined and established by the Benton County Commissioners Office.

2027: Effective January 1, 2027, the 2026 Salary Schedule will be increased by four percent. This calculation and process shall be determined and established by the Benton County Commissioners Office.

- 25.2 The parties recognize that pension contributions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 17.2 of this Agreement are a portion of the total economic wage package and are included in the salaries set forth in the Salary Schedule. Therefore, when comparable salaries are utilized, these pension contributions are included in the salaries. Likewise, when increases in the salary schedule are factored, these pension contributions are included in the salaries when any calculation is performed.
- 25.3 New Hires: New hires who have not successfully completed the Washington State Criminal Justice Training Commission Basic Corrections Officer Academy, may start at a Step A while those who have completed the Washington State Criminal Justice Training may start at a Step B. Persons may start at a higher than Step A or B, based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Chief of Corrections or designee and the Board of County Commissioners. Said determination and approval shall be final and binding on all parties. Step placement for new hires does not alter the probationary period.
- 25.4 Subsequent Pay Steps: In order to be eligible for subsequent steps, an employee shall serve a minimum of 12 consecutive months within a step, or 2,080 hours for regular part-time employees before becoming eligible to move to the next step; and eligibility for movement shall be subject to successful job performance documented in a written performance evaluation.
- 25.5 Promotions: Promotions are subject to the determination of the Chief of Corrections or designee. Employees will receive the starting pay rate of the new classification when promoted and will be given a new anniversary date.

ARTICLE 26 – LEAVE OF ABSENCE WITHOUT PAY

- 26.1 Approval. An employee may be granted leave of absence without pay not to exceed three months. An employee must request such leave from the Chief of Corrections or designee. The Chief of Corrections 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 Chief of Corrections or designee shall reach a mutually acceptable agreement 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 Department's service. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.

- 26.2 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).
- 26.3 While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases, and the employee is eligible for benefits continuation under COBRA. 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. An anniversary date will not be adjusted if the leave of absence without pay is covered by FMLA or PFML.
- 26.4 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 27 – 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/termination. Unauthorized absences from duty for three consecutive days will constitute a basis for discharge.

ARTICLE 28 – SENIORITY PROVISION

"Seniority" as used in this Agreement means all service under this Agreement since the last date of hire. Preference in vacation scheduling, overtime, and layoff shall be determined by seniority, except as provided by Article 19.15 (Overtime Procedure). The Employer will provide the Union with a copy of an up-to-date seniority list when requested.

An employee will lose seniority rights by and/or upon:

- A. Resignation;
- B. Discharge for just cause;
- C. Retirement;
- D. Layoff of more than one year; and/or
- E. Failure to respond to recall of employment.

ARTICLE 29 – TYPES OF EMPLOYMENT

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

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

Part-time Employee: An employee hired in a regular position but working less than 40 hours per work week but at least 20 hours per week. A part-time employee is entitled to pro-rated sick leave, vacation, paid holidays, and other benefits as required by law.

Probationary Employee: An employee shall be on probation until 12 months following successful completion of the Field Training Officer (FTO) program. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six-month period as determined by the Employer. If the 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.

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 shall not be entitled to the fringe benefits described within this Agreement unless otherwise provided by law, except that temporary employees are eligible for the Teamsters Pension as provided in Section 17.2.

ARTICLE 30 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by a person with a disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union. Allegations of violation of these terms shall be processed in accordance with the Benton County Policy Against Discrimination and Harassment and Reporting Procedures and shall not be grievable under the grievance provisions of this Agreement.

No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 31 – LABOR MANAGEMENT COMMITTEE

The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. This committee shall consist of up to three union members chosen by the union and three management members chosen by management.

The labor management committee may schedule meetings at mutually agreeable times, generally every two months. Upon ratification of this Agreement, the parties shall meet to form their committee and to work out all details pertaining to the functioning of the committee.

Management and employees may raise any issue of concern to them in a labor management committee meeting. However, disposition of matters covered in the labor management committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 32 – LEAVE SHARING

32.1 The purpose of the program is to allow an employee to transfer a portion of their vacation leave, as defined in this Article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness, injuries or a qualifying event/condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this Article and the Benton County policy on Voluntary Transfer of Vacation Leave.

32.2 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:
 - i. Have taken at least 40 hours of vacation leave in the previous 12 months; or
 - ii. 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 Chief of Corrections or designee. Each request shall include:
 - i. The amount of vacation leave to be transferred (in full-hour increments).
 - ii. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer.
 - iii. 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 Chief of Corrections or designee. If the transfer is approved, the Chief of Corrections or designee shall sign the request and the request shall be submitted to the 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. An employee may accumulate no more than 200 hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than 200 hours. 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.
- 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. Names of employees donating leave will be kept confidential and will be released only as required under law.

ARTICLE 33 – EXTERNAL RECRUITMENT AND INTERNAL ASSIGNMENTS

- 33.1 External Recruitment: The Employer will continually accept applications for the Corrections Officer position by utilizing the Employer's website for notice and process.
- 33.2 Internal Assignment: When a vacancy exists within an internal duty assignment, for example a care and custody position, support position, etc., the Employer will post the vacancy on the Employer's website and Department bulletin board for 10 calendar days. Interested and qualified candidates shall submit a letter of interest to the Chief of Corrections or designee. The assignment will be made from the pool of qualified candidates. If there are no interested and qualified candidates, the Union will be notified prior to the assignment, and the assignment will be made at the discretion of the Chief of Corrections or designee.

ARTICLE 34 – TERM OF AGREEMENT

- 34.1 This Agreement shall become effective January 1, 2025, except as otherwise indicated in this Agreement, and shall remain in effect until the 31st of December, 2027. The Union will open the CBA a minimum of 60 days before expiration.

34.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC shall be advisory only and not binding on either party.

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 Delvin
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Chair

DocuSigned by:
Michael Alvarez
D8C8F57E34874E4...

Chair Pro Tem

DocuSigned by:
Will McKay
135987D784E74CF...

Commissioner

TEAMSTERS LOCAL UNION NO. 839

DocuSigned by:
Russell Shjerven
02F457C7542A4FC...

Russell Shjerven, Secretary-Treasurer

Date: 1/3/2025

Attest:

DocuSigned by:
Amanda Pearson
34825A975E034CE...

Clerk to the Board

Date: 1/14/2025

Approved as to Form:

Signed by:
Amber Smith
66133887FCDE423...

Amber Smith, Deputy Prosecuting Attorney

Date: 1/3/2025

APPENDIX A

- A. **EDUCATIONAL BONUS**: Employees who present to the Chief of Corrections or designee evidence of satisfactory completion of a two-year Associate's Degree from an accredited institution will have the sum of one and one-half percent added to their base hourly rate. Employees who present to the Chief of Corrections or designee evidence of satisfactory completion of a four-year degree from an accredited institution will have the sum of two and one-half percent added to their base hourly rate.
- B. **SERVICE PAY**: The following percentage of the employee's base hourly rate will be added to the employee's base hourly rate, based on length of service with the Benton County Corrections Department:
- 60 to 120 months of service – 2%
 - 121 to 180 months of service – 3%
 - 181 to 240 months of service – 4%
 - 241+ months of service – 5%
- C. **DAYLIGHT SAVING TIME**: For employees who physically work during the daylight savings time conversion in the spring, the employee has the option to use one hour of vacation or compensatory time or to physically work an hour past the regular shift end time. For employees who physically work during the daylight savings time conversion in the fall, the Chief of Corrections or designee may elect to authorize the accrual of one and one-half hours of compensatory time or payment of overtime.
- D. **PREMIUM PAY – FTO**: Designated Training Officers (FTO) will have two percent added to their base hourly rate.
- E. **PREMIUM PAY – ERT**: ERT Officers will have one percent added to their base hourly rate.
- F. **PREMIUM PAY – INSTRUCTORS**: State Certified Defensive Tactics and Firearms instructors will have one percent added to their base hourly rate.
- G. **COMMERCIAL DRIVER'S LICENSE**: Employees who are required by the Chief of Corrections or designee to have a commercial driver's license (CDL) in the performance of their job will be reimbursed for the cost to obtain and/or renew the CDL and DOT medical card.
- H. **UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS**: Uniforms will be of a style determined by the Chief of Corrections or designee. The Chief of Corrections or designee may set required standards for uniform style, make-up, components, condition, and appearance. Two uniform cleanings per week will be provided. The brand and type of footwear will be determined by the Chief of Corrections or designee, employees who opt to purchase their own footwear will be reimbursed up to \$200 per year after providing a copy of the footwear receipt.

- I. BILINGUAL INTERPRETERS: The Employer will provide a premium pay of two percent added to the base hourly rate for each employee who has been assigned by the Chief of Corrections or designee to be a Bilingual interpreter and who has been certified as a Bilingual interpreter in accordance with the certification requirements determined by the Chief of Corrections or designee. The number of employees assigned as Bilingual interpreters may be changed by the Chief of Corrections or designee at any time, and the Chief of Corrections or designee may remove an employee from such assignment at their discretion.

To receive this premium pay, an employee must request assignment by the Chief of Corrections or designee and meet certification requirements determined by the Chief of Corrections or designee at that time. Following approval by the Chief of Corrections or designee, the employee may take the certification test. The employee must pay the testing fee directly to the testing agency before taking the test. If the employee successfully passes the test, the Employer will reimburse the employee for the testing fee, and the employee will be assigned as a Bilingual interpreter. To receive this premium pay, the employee must be assigned as a Bilingual interpreter for the full pay period.

APPENDIX B

2025 PAY MATRIX

2025-2027

**Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union**

COVERING CORRECTION TEAMSTERS

Title/Step	TIG (months)	January 1, 2025 4.00%
<u>Corrections Officer</u>		
1	72	38.37
2	60	37.43
3	48	35.46
4	36	33.87
5	24	32.33
6	12	30.78
7	0	29.58

2026 PAY MATRIX

2025-2027

**Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union**

COVERING CORRECTION TEAMSTERS

Title/Step	TIG (months)	January 1, 2026 4.00%
<u>Corrections Officer</u>		
1	72	39.90
2	60	38.93
3	48	36.88
4	36	35.22
5	24	33.62
6	12	32.01
7	0	30.76

2027 PAY MATRIX

2025-2027
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING CORRECTION TEAMSTERS

Title/Step	TIG (months)	January 1, 2027 4.00%
<u>Corrections Officer</u>		
1	72	41.50
2	60	40.49
3	48	38.36
4	36	36.63
5	24	34.96
6	12	33.29
7	0	31.99