

RESOLUTION 2025-765

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF 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 the 2026-2027 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve 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; and

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

Dated this 9th day of December, 2025.

DocuSigned by:
Jerome Delvin
7ED07803283E486...

Chair of the Board

DocuSigned by:
Michael Alvarez
D8C6F57E34874E4...

Chair Pro Tem

DocuSigned by:
Will McKay
435987D784E74CF

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
DocuSigned by:
Amanda Pearson
34825A975E034GE.....

Clerk of the Board



2026 - 2027 AGREEMENT

Between

BENTON COUNTY

and

**LOCAL 874HC, COUNCIL 2
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

Representing COURTHOUSE EMPLOYEES

CC: Local 874HC
Benton County Commissioners
Benton County Prosecuting Attorney's Office
Elected Officials and Department Heads
Human Resources
Payroll

TABLE OF CONTENTS

PREAMBLE1

ARTICLE 1 – TIMETABLE1

ARTICLE 2 – RECOGNITION1

ARTICLE 3 – SUBORDINATE TO STATUTES1

ARTICLE 4 – EMPLOYEE RIGHTS1

ARTICLE 5 – MANAGEMENT RIGHTS.....3

ARTICLE 6 – NO STRIKE, LOCKOUT.....5

ARTICLE 7 – HOURS OF WORK, OVERTIME5

ARTICLE 8 – PAY PLAN PROCEDURES AND SALARY SCHEDULE7

ARTICLE 9 – INSURANCE BENEFITS10

ARTICLE 10 – HOLIDAYS.....12

ARTICLE 11 – VACATIONS13

ARTICLE 12 – SICK LEAVE14

ARTICLE 13 – LEAVE SHARING17

ARTICLE 14 – LEAVE OF ABSENCE18

ARTICLE 15 – RETIREMENT19

ARTICLE 16 – COMPENSABLE ON-THE-JOB INJURIES19

ARTICLE 17 – DISCIPLINE20

ARTICLE 18 – GRIEVANCE PROCEDURE22

ARTICLE 19 – LAYOFF AND RECALL26

ARTICLE 20 – TERM OF CONTRACT27

ARTICLE 21 – ENTIRE AGREEMENT27

ARTICLE 22 – SAVINGS CLAUSE.....27

ARTICLE 23 – SENIORITY27

ARTICLE 24 – DUES AND SECURITY28

ARTICLE 25 – TYPES OF EMPLOYMENT28

ARTICLE 26 – NEPOTISM RESTRICTIONS29

ARTICLE 27 – NON-DISCRIMINATION30

ARTICLE 28 – JURY DUTY, MILITARY LEAVE30

ARTICLE 29 – PAYROLL PROVISIONS.....31

ARTICLE 30 – EDUCATIONAL ASSISTANCE31

ARTICLE 31 – UNION/EMPLOYER RELATIONS.....32

ARTICLE 32 – VACANCIES, JOB POSTING32

ARTICLE 33 – JOB DESCRIPTIONS.....34

ARTICLE 34 – TRANSFERS AND TRAVEL34

ARTICLE 35 – OUTSIDE EMPLOYMENT.....35

APPENDIX A.....37

APPENDIX A-1.....38

APPENDIX B39

PREAMBLE

This Agreement (or contract, collective bargaining agreement, or CBA) entered into by the County of Benton, hereinafter referred to as the Employer or the County, and Washington State Council of County and City Employees, Local 874 HC, affiliated with Council 2, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – TIMETABLE

- 1.1 The parties agree that this Collective Bargaining Agreement shall cover a time period from January 1, 2026, except as otherwise indicated herein, until December 31, 2027.
- 1.2 The parties agree that negotiations for a successor agreement will start no later than September 1st. The parties may mutually agree in writing to extend or shorten the timetable.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for certain Benton County Employees as certified by the Public Employment Relations Commission. The Employer and the Union agree that the bargaining unit shall include all full-time and part-time employees for classifications as listed in Appendix A-1. The unit shall exclude supervisors, elected officials, confidential employees, and all other classifications not listed in Appendix A-1.

ARTICLE 3 – SUBORDINATE TO STATUTES

This Agreement shall, in all respects whenever the same may be applicable herein, be subject and subordinate to the ordinances or resolutions of the Employer and shall further be subject and subordinate to the statutes of the State of Washington, statutes/code of the United States and applicable authority, including tribunals with jurisdiction.

It is understood and agreed by the parties that there shall be no ordinance or resolution adopted which shall modify or amend specific provisions of this contract.

ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1 Personnel records: An employee shall have the right upon request to inspect their personnel file in the presence of an Elected Official or Human Resources (HR) Director or their designee at a reasonable time during the work day and said request shall be granted

not later than one day after the request. No material referring to the employee's competence shall be placed in the file without the employee receiving an opportunity to sign and the opportunity to attach their comments. If an employee refuses to sign, at least two management employees of Benton County will document that the employee refused to sign and a copy will be provided to the Union President and Staff Representative. A copy of any entry to their file will be given to the employee.

The Employer and the Union recognize that the employee's official personnel file relative to general personnel issues (*e.g.*, date of hire, personnel action forms, step increases, transfers, etc.), shall be kept and maintained in the HR Department. The elected offices, excluding the Board of County Commissioners (Board) and all departments under the Board, shall keep and maintain employee personnel files regarding substantive issues such as disciplinary actions, performance evaluations, promotions, grievance documents, etc. Elected Officials may, at their option, choose to have the HR Department maintain complete personnel files for their employees, including substantive issues as identified above.

For purposes of this Agreement (including but not limited to this Section and Article 19.3, Layoff and Recall), "department" and "office" are defined as the Auditor's Office; the Treasurer's Office; the Clerk's Office; the Assessor's Office; Community Development Department (Planning and Building Divisions); Information Technology Department; WSU Extension; the Public Works Department; the Prosecuting Attorney's Office; District Court; and the Human Services Department. For purposes of this Agreement, "department" does not include smaller divisions within an office.

- 4.2 Either the Employer or employee may request a meeting to discuss a written evaluation to be placed in the employee's personnel file. The employee may be accompanied by a Union representative at such meeting or any other conference between the employee and management which deals with the employee's performance or conduct.
- 4.3 An employee shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure as provided for in this Agreement.
- 4.4 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.
- 4.5 In lieu of bulletin board space, the County will issue a no-reply email account to the Unit President, Vice President, and Secretary/Treasurer and maintain a unit employee distribution list for the purposes of disseminating information to the bargaining unit.
 - A. The parties understand that all communication sent on the County email system

is subject to review and disclosure under the Public Records Act and, as such, shall have no expectation of privacy/confidentiality.

- 4.6 An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this Agreement according to the terms set forth herein without reprisal, prejudice or discrimination.
- 4.7 Work Rules: Work rules and policies shall be uniformly applied within offices and departments. When existing work rules, policies or procedures are changed or new rules, policies or procedures established, an employee 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.
- 4.8 Any employee who feels aggrieved by the unfair discrimination assertion or application of management rights may seek resolution through the grievance procedure.
- 4.9 The Employer, Union and the employees agree to make reasonable efforts to maintain a work environment free from harassment. Harassment by either someone in management, the Union (inclusive of shop stewards and officers) or an employee, such as unsolicited remarks; gestures; physical contact; verbal abuse or insults shall not be tolerated and can be remedied through the grievance procedure. Employees who engage in such conduct may be subject to disciplinary action.
- 4.10 Employees may be permitted to schedule contacts with the HR Department to discuss non-personal, personnel matters during the work day without utilizing leave, subject to prior approval from the Employer, at a time which will least interfere with the functions of the office/department.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The Union recognizes and agrees that the Employer has core management rights which the Employer has the unilateral right to decide and implement, from time to time, without negotiations about the decision(s) and the implementation thereof. The Employer will notify the Union of any such decision(s) if the decision(s) involve a change in working conditions. Following the notification, the Union shall have 30 days to notify the Employer in writing if the Union chooses to negotiate the impact of the decision(s). All matters not

expressly or clearly covered by the language of this Agreement shall be administered for the duration of this Agreement by the Employer as the Employer may from time to time determine. The Union agrees that the Employer's core management rights include, but are not limited to:

- A. The right to establish lawful work rules and procedures.
- B. The right to schedule any and all 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, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.
- D. The right to discipline, suspend or discharge an employee for just and sufficient cause as indicated in Article 17 (Discipline).
- E. The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.
- F. The parties agree that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer.
- G. The right to implement new and/or different work procedures to provide efficient and productive services to the public. Prior notice will be provided to affected employees.
- H. 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.
- I. The unilateral right to determine the budget at all times.
- J. The right to close or liquidate an office, branch, operation, or facility or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities.
- K. Past Practice: The Employer reserves the right to change past practices based on applicable statutes, Superior Court rules, regulations and cases, administrative

agency rules and regulations and/or revenue sources/contract requirements. If the Employer wishes to change such practices, the Employer shall provide notice to the Union. The Union will be provided an opportunity to discuss and make recommendations during a 30-day time frame, prior to the Employer implementing a change.

- 5.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Benton County Commissioners (hereafter the Board) and the Elected Officials and/or Department Heads and the rights and obligations owed thereby to the electorate.

ARTICLE 6 – NO STRIKE, LOCKOUT

6.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the employee(s) 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 the same occur, the Union agrees to take appropriate steps to end such interference by 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 are engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the Employer. The determination as to whether disciplinary action shall be taken is one left to the sole discretion of the Employer.

- 6.2 The Employer agrees there will be no lockouts during the term of this agreement.

ARTICLE 7 – HOURS OF WORK, OVERTIME

7.1 The normal work day varies by department and job function. Adjustment in the regular working hours of the employees for the convenience of the County, the employees, and the public shall not be construed to be in conflict with this Agreement.

7.2 The seven-day work period begins on Sunday. The normal work week consists of five consecutive work days, Monday through Friday, or four consecutive work days if a 10-hour schedule is implemented.

- a. In the event a nine-hour workday is implemented, the work week will begin at 12:00pm on Friday and end 168 hours later on the following Friday.

7.3 The Employer may change hours and days; Employer must provide five working days'

notice of said change to the affected employee except in the event of an emergency.

- 7.4 In the event of an emergency as determined by the Employer, the Employer may change work day hours, work week days and/or the work month in accordance with the service demands required by an emergency.
- 7.5 Overtime: Overtime maybe required from time to time by the Employer. An employee will be entitled to overtime pay if the employee has worked in excess of 40 hours in the seven-day work period. Overtime will be compensated at the rate of time and one half.

Compensatory Time: The employee may request to receive compensatory time off at the overtime rate in place of overtime pay; provided, however, if said compensatory time off would interfere with normal work requirements or the providing of public services as determined by the Employer, then the overtime shall be paid. No employee shall accumulate more than 40 hours of compensatory time at any time during the year. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. Compensatory time shall not be carried over from one calendar year to the next. If there is compensatory time left over at the end of a calendar year, it shall be paid to the employee. The Elected Official or Department Head, or designee, may determine, at their discretion, that certain additional voluntary work opportunities (for example, evening public meetings) will be compensated only through compensatory time off (at the overtime rate) rather than overtime pay. Accumulated compensatory time shall be used before vacation leave is approved, except in those instances where this requirement would result in loss of accumulated vacation leave.

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

- 7.6 Time Worked: Holidays, sick leave, vacation leave, and compensatory time shall be considered as time worked for purposes of calculating overtime.
- 7.7 Alternative/Extra Time: In the event that an employee is assigned to work beyond regular daily business hours, the Elected Official or Department Head has the option to determine whether the Employer will provide the employee with an opportunity for alternative time or extra time off on a case-by-case basis, without regard to prior practices.

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

The Employer also has the option to add extra time off, on a straight time basis, to the vacation leave accrual of an employee who has been assigned to work beyond normal work hours on a given work day. This extra time off must be used within 30 days of the day it is granted.

In all cases, if the additional hours worked results in more than 40 hours worked in the seven-day work period, the employee will be paid overtime or compensatory time in accordance with this Article (Hours of Work, Overtime).

7.8 Meal and Rest Periods. Unpaid meal periods of up to one hour will be taken at designated times at or near the midpoint of the workday. Rest periods of 15 minutes will be permitted as work demands allow and as designated at or near the midpoint of each half work day. Elected Officials/Department Heads may establish the meal and rest period practices within respective offices of the County, not inconsistent with this Agreement.

- A. Every effort will be made to provide uninterrupted rest breaks in accordance with this Agreement, however, the parties acknowledge that rest breaks may be interrupted, altered, or missed, which shall not result in any additional compensation.
- B. Employees are responsible for promptly reporting missed breaks to their supervisor so that the break may be rescheduled as soon as possible by the supervisor.

ARTICLE 8 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

8.1 A new employee is defined as a first time employee of Benton County or a prior Benton County employee with one or more years separation from Benton County service.

8.2 Pay Plan Progression. An employee may advance on the pay plan by meeting the Employer's performance expectations as validated by an annual performance review. Performance reviews shall be concluded no later than 30 days prior to each employee's anniversary date, defined as the date the employee is eligible for a step increase or 12 months from the date of the last step increase if the employee has reached the top step of the pay matrix. An employee's progression from one step to the next is subject to the outcome of the performance review process and in accordance with the following provisions:

- A. The Benton County pay matrix consists of nine steps to be referenced as Steps 1(A) through 9(I). Employees will advance to the next step of the pay matrix upon completion of the performance review period as indicated below. Eligibility for each step will be subject to a written performance review establishing successful

completion of the probationary or normal step period.

- B. Entrance Pay Rate. Persons selected to fill vacant positions may be hired by the Elected Official or Department Head at pay step 1(A) or 2(B) of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a pay step higher than Step 2(B), up to Step 5(E), based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Board. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step 1(A), the employee shall remain at that step for a minimum of six consecutive months, with said movement being subject to successful completion of the probationary period as confirmed in writing. Regular part-time employees must remain in Step 1(A) for a minimum of 1,040 hours or more before an employee may move to the next step subject to the successful completion of their probationary period.

If an employee begins at Step 2(B) (or higher) of the pay plan, the employee shall remain in that step for a minimum of 12 consecutive months before becoming eligible to move to the next step subject to successful completion of their probationary period as confirmed in writing. Regular part-time employees must remain in their beginning step for a minimum of 2,080 hours or more before said employee is eligible to move to the next step, subject to successful completion of their probationary period as confirmed in writing.

- C. Subsequent Pay Steps. In addition to successful job performance, in order to be eligible for subsequent steps from Step 2(B) to Step 9(I), 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. An employee may be denied advancement for unsatisfactory performance until and unless the employee's performance improves to the satisfaction of the Employer.

An employee may be denied continuation in any Step by reason of unsatisfactory performance or failure to maintain satisfactory service and will not be eligible for further consideration for advancement for a period of up to 12 months from the date of denial. In order for the employee to be re-considered for advancement, the employee must demonstrate satisfactory performance for a period sufficient to show sustained performance. Such action is to insure an employee is paid at their level of performance and is not intended to be disciplinary.

D. The above provisions relate to only the horizontal progression through the pay plan (*i.e.*, movement from Step 1(A) to Step 2(B) to Step 3(C), etc.) and does not imply or mean vertical progression through the pay plan from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.

8.3 Promotion. Promotions are subject to the determination of the applicable Elected Official or Department Head. A promotion is defined as an incumbent employee being hired into a classification higher than the employee's current classification. When promoted, the employee will be placed at the step in the new grade that gives the employee no less than a five percent pay increase or will be placed at Step 1(A) of the new classification, whichever is greater. The employee is given a new anniversary date commensurate with the date of the promotion. If an employee is hired into a classification one grade higher than the employee's current position, the employee is placed in the same step of the new position's grade, and the employee is given a new anniversary date commensurate with the date of the new assignment. An employee placed at Step 1(A) is eligible for a step increase in six months from the new anniversary date.

8.4 Demotion. A demotion is defined as the movement of a bargaining unit employee from one grade to a lower grade (*e.g.*, Grade 5 to Grade 4), and may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay. If the demotion is a result of disciplinary action, the employee will be placed at the same step in the new grade. The employee is given a new anniversary date commensurate with the date of the new assignment.

8.5 Lateral Transfer. A lateral transfer is movement from one position to another position within the same pay grade (*i.e.*, Grade 4 to Grade 4). Any employee so transferred will maintain pay step within grade and their anniversary date will remain unchanged.

8.6 Out of Class Pay. Employees temporarily assigned to a position at a lower pay grade will remain at their current rate of pay for the duration of the temporary assignment. Employees temporarily assigned to a position at a higher pay grade for more than one calendar week will be paid at the step in the higher grade that affords them an increase for the duration of the temporary assignment, provided that the employee assumes the full duties of the higher classification position. Offers for temporary assignment will be made in writing with a begin and end date at least 24 hours before the start of the assignment, except in emergency circumstances as determined by the Employer.

8.7 Effective the first of the month following the last signature on this Agreement, or January 1, 2026, whichever is later, the Compensation Study Pay Matrix will be adopted and employees will be placed at the step in the new grade that affords them an increase.

Employees will retain their existing pay anniversary dates. Employees who are over the rate of the top step for the new grade will have their pay frozen until such time as the highest step in the assigned pay grade is the same or higher than their frozen rate of pay. Employees who are placed at Step 1(A) of the new pay grade will be eligible for a step increase to Step 2(B) on their pay anniversary date, or after six months in Step 1(A) of the new grade, whichever is sooner.

Effective the first of the month following the last signature on this Agreement, or January 1, 2026, whichever is later, the Compensation Study Pay Matrix will be increased by two and one-half percent.

Effective January 1, 2027, the 2026 Pay Matrix will be increased by three percent.

This calculation and process shall be determined and established by the Benton County Commissioners' Office.

- 8.8 The Employer agrees to reduce the gross monthly pay by \$80.00 per month and divert this amount to each employee's individual VEBA account on the second payday of each month.
- 8.9 Employees employed in bargaining unit positions on December 31, 2025 will receive a one-time payment of \$500.00 paid on January 20, 2026.
- 8.10 Only those employees employed on the date of the last signature of this Agreement are eligible for a wage or benefit increase.

ARTICLE 9 – INSURANCE BENEFITS

- 9.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type of plan, and the Employer will contribute the amounts stated below toward the employee's premium costs for the coverages selected. Employees may change their plan options annually during the Employer open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Courthouse Union has elected to have \$24,000 face value life insurance coverage.

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

deduction.

- 9.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (composite) medical plan, UEBT dental plan D8, UEBT vision plan V3, and Washington Counties Insurance Fund (WCIF) plan for medical and hospital coverage available to all employees.
- A. Effective the first of the month following the date of the last signature on the Agreement, or January 1, 2026, whichever is later, the Employer agrees to contribute \$1,238.60 per month towards medical, dental, vision, and life insurance coverage.
- B. Effective January 1, 2027, the Employer agrees to pay up to five percent, based on the 2026 baseline of \$1,238.60. Any and all increases in UEBT premiums over the 2026 baseline in excess of five percent shall be borne 100% by the employees. In the event the premium is reduced, the Employer will reduce their contribution by that amount.
- 9.3 For UEBT coverage, the employee is eligible if they are a regular full-time employee, or eligible for healthcare coverage as required by state or federal law, and had 40 or more compensable hours (worked, vacation, sick, holiday) in the previous calendar month.

For WCIF coverage, if the employee is hired on the first of the month, coverage begins on the first of that month. If the employee is hired on the second through the 31st, coverage begins the first of the following month. If the first falls on a weekend or holiday, and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and had at least 40 or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

- 9.4 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify Union of said changes. If the changes are mandated on the Employer, then the Employer will so notify the Union and the parties will meet for informational purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes, then the Employer will communicate with the Union to discuss these options and thereafter will implement the

changes taking into consideration the interests of the Employer and the employees.

- 9.5 Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.
- 9.6 Any amounts which are in excess of the dollar amount contribution by the Employer, as set forth above, which are necessary to pay the premiums for the coverages will be the responsibility of the employees and will be carried out by payroll deduction.

ARTICLE 10 – HOLIDAYS

10.1 The following are holidays with pay:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Day	3 rd Monday in January
Presidents 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 Friday after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th

Holidays are based on an eight-hour day and may only be taken in full.

The District Court and Superior Court Clerk’s Offices must remain open December 24th. The employee may choose, consistent with office/department time off scheduling procedures, an alternative date as a replacement day for the Christmas Eve holiday.

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.

10.2 In addition, each employee is entitled to one floating holiday per calendar year after six

months of employment (for part-time employees, 1,040 hours). In order for the employee to use said floating holiday, the employee must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full. For employees hired after January 1, 2026, floating holidays not used at the time of employment separation are forfeit and have no cash value.

- 10.3 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.
- 10.4 All work performed on a holiday (or, when the holiday falls on a Saturday or Sunday, on the observed day) shall be compensated at a rate of one and one-half times the employee's hourly rate in addition to eight hours holiday pay. There is no pyramiding of overtime and one and one-half times holiday pay.

ARTICLE 11 – VACATIONS

11.1 Effective the first of the month following full execution of this Agreement, or January 1, 2026, whichever is later, vacation leave with pay is earned at the following rates depending on the employee's length of service with Benton County:

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

- 11.2 Accrual. Accruals are based on the employee’s length of service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period.
- 11.3 Use. The employee must request to use said accrued vacation leave, which request is subject to prior approval from the Employer. Accrued hours may be used as they are accrued.
- 11.4 Payment Upon Separation. Only regular full-time and regular part-time employees who have completed six months of service (for part-time employees, 1,040 hours) shall, upon

separation from employment from Benton County for any reason, be compensated for accumulated vacation leave. Regular full-time and regular part-time employees shall, upon separation, be compensated up to a maximum of 240 hours of vacation leave, provided that in the case of voluntary separation, including retirement, that the employee give at least 14 calendar days' notice.

- 11.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 240 hours. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 240 hours effective January 1 of the subsequent year.

Hours accumulated in excess of 240 hours have no cash out value and shall be forfeit upon separation of employment in accordance with Article 11.4.

- 11.6 The various supervisory personnel shall arrange vacation time for employees on such schedules which will least interfere with the functions of the department/office. The Employer will notify the union of any changes to vacation policies and or procedures, if any, prior to implementing the change.

- 11.7 Voluntary Annual Cashout. An employee is eligible to cash out 20 or 40 hours of vacation leave (at the employee's option) 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 calendar year. Employees with 20 or more years of service with the Employer may cash out 20, 40, or 80 hours. 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.

- 11.8 Part Time Employees. For part time employees, as defined in Article 25, vacation accrual will be prorated based on the Full-Time Equivalent (FTE) of their position.

ARTICLE 12 – SICK LEAVE

- 12.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.75 hours per pay period. Sick leave hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of County paid leave) time in the pay period. Part time employees, as defined in Article 25, will accrue sick leave based on the FTE of their position.

In accordance with the cooperative spirit of this agreement the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the appropriate Local President or designee in regard to a specific problem. The Union acknowledges, however, that abuse or misuse of sick leave is just cause for discipline.

12.2 Carryover Cap. Every January 1st, employees can carryover a maximum of 1,040 hours of sick leave.

12.3 Sick leave may be used as accrued and may be taken for the following reasons:

- A. An employee's mental or physical illness, injury, health condition, or need for preventive 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 for any health-related reasons or after declaration of emergency by a local, state, or federal government agency.
- D. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.
- E. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- F. Bereavement Leave: Death of a family member as defined in Article 12.4: 40 hours maximum per death.
- G. Death of a friend or relative not meeting the definition of family member: eight hours maximum per death.

12.4 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or any individual who regularly resides in the employee's home where the relationship creates an expectation of care.

- 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 or 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.

12.5 Sickness shall be reported to the department at the beginning of any period of sick leave

prior to the beginning work hour. Upon return to work, if requested by the Elected Official or Department Head, the employee shall submit a written statement to the office or department requesting approval for the leave so taken. Any employee who is off work due to illness in excess of five work days, may be required to provide a qualified health care provider's verification of the illness as well as the qualified health care provider's approval to return to work.

Employees on sick leave in excess of five work days are required to call their Elected Official or Department Head or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition, unless they are on designated Family Medical Leave with an established return to work date.

Prior to being eligible to return to work, and if determined to be necessary by the Employer, the employee may be required to provide a qualified health care provider's statement explaining 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.

12.6 Payment Upon Separation. The Employer allows employees to participate in an HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("VEBA"), subject to the provisions of this Agreement.

- A. Employees hired prior to November 2, 1992, will be paid for 50% of unused sick leave at voluntary separation, including retirement, from Benton County, or to their estate upon death, capped at 1,040 hours. For retirement, this payment will be to the employee's VEBA account. For voluntary separation, including retirement, the employee must provide 14 days' notice of separation in order to be eligible to receive cash out.
- B. Employees hired on or after November 2, 1992, who voluntarily separate their employment with Benton County, including retirement under the Employer retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for 25% of their unused sick leave up to 1,040 hours. Employees must be employed by Benton County for five years or more, and in the case of voluntary separation, including retirement, the employee must provide 14 days' notice of separation in order to be eligible to receive cash out.

12.7 Family and Medical Leave. The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable state and federal laws and regulations, and the Benton

County Family and Medical Leave Policy.

ARTICLE 13 – LEAVE SHARING

- 13.1 The purpose of the program is to allow an employee to transfer any 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 or injuries, or a qualifying event/condition under state or federal law. Leave sharing shall be implemented as provided in this article. Current Employer policies shall control in the event of a conflict with Employer policy(ies) on Voluntary Transfer of Vacation Leave.
- 13.2 Definitions: For purposes of this Article, vacation leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.
- 13.3 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 Elected Official or Department Head, or designee, for each party. Each request shall include:
 - i. The amount of vacation leave to be transferred;
 - ii. The names, signatures, and offices/departments 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 applicable Elected Official or Department Head, or designee. If the transfer is approved, the Elected Official(s) or Department Head(s), or designee, shall sign the request and the request shall be submitted to the Human Resources Department.
 - E. Each Elected Official or Department Head, or designee, 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 Elected Official or Department Head, or designee, 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. The return of unused leave share will be in quarter hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of employees donating leave will be kept strictly confidential to the extent possible under applicable laws.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.1 **Leave of Absence Without Pay.** An employee may be granted leave of absence without pay not to exceed three months. An employee must request such leave of the Elected Official or Department Head, in accordance with office/department time off request procedures. Said Elected Official or Department Head, or designee, may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave or as soon as practicable in the event of sickness. Prior to approval of such leave, the employee and Elected Official or Department Head shall reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return.
- 14.2 **Benefits.** While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases, except as required by law, and the employee is eligible for continuing benefits under COBRA. An employee may not use paid leave banks while on approved leave without pay. 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.

- 14.3 Eligibility. No leave without pay will be granted to any employee until they have first utilized all eligible leave accruals.
- 14.4 Return to Work. 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. Such return will be subject to prior approval by the Elected Official or Department Head or designee.
- 14.5 Unauthorized 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 may be cause for disciplinary action. Unauthorized absences from duty for two consecutive days shall constitute separation or termination from employment.

ARTICLE 15 – RETIREMENT

- 15.1 All eligible employees shall be covered by the Public Employees Retirement System in accordance with State statute.
- 15.2 The Employer shall maintain Social Security for the employees covered by this Agreement.

ARTICLE 16 – COMPENSABLE ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in their absence from work will be permitted to apply accumulated leave. If the employee qualifies for time loss payments, their accumulated sick leave and/or vacation leave will apply toward the base wage difference between the time loss payment and their normal base wage. This may be accomplished by payroll calculation or through a buy-back procedure as implemented by the County. During the employee's absence, they will be listed as being "on leave of absence – compensable injury." While the employee is receiving workers' compensation pay for the majority of the pay period, the employee will not accrue vacation or sick leave, and the employee's anniversary date may be adjusted accordingly. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, they will be eligible for continuing benefits under COBRA and the Employer's insurance contribution will cease. While on workers compensation, the employee's time loss pay will be administered by the Human Resources Department; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis, in addition to the regular updates provided to Human Resources.

ARTICLE 17 – DISCIPLINE

17.1 The Employer may discipline an employee for just cause, including, but not limited to:

- A. Neglect of duty
- B. Inefficiency
- C. Insubordination
- D. Incompetence
- E. Insolence
- F. Excessive tardiness (2 or more instances)
- G. Excessive absenteeism (2 or more instances)
- H. Conviction of a crime which may affect work performance
- I. Malfeasance or misfeasance of job requirements
- J. Misconduct
- K. Violation of County and/or departmental rules and/or regulations
- L. Violation of No Strike clause
- M. Conflict of interest-- off-duty activities versus job duties
- N. Abuse of sick leave
- O. Such other causes which normally serve as a basis for discipline in labor and personnel relations

17.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:

- A. Verbal warning
- B. Written reprimand
- C. Suspension without pay
- D. Demotion
- E. Discharge or termination.

17.3 Employees have a right to Union representation of their choice during disciplinary actions.

17.4 The Employer may take any of the stated disciplinary actions at any time depending on

the circumstances. The Employer is not restricted to taking disciplinary action by way of a progression from Step (A) through Step (E) referenced in Section 17.2 but rather the Employer may choose any one and/or combination of said disciplinary actions.

- 17.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause. The specified charges shall be made available to the employee in writing not later than one working day after the action became effective. The Union President and Staff Representative shall also be notified of these charges. At the Employer's discretion, the Employer may suspend an employee with pay or place an employee on paid administrative leave, pending the investigation of allegations of misconduct. Such suspension is not a disciplinary action and may not be appealed. If the Employer determines the charges are substantiated, appropriate disciplinary action may be taken. If the Employer determines such charges are not substantiated, the employee will be restored to duty. If no disciplinary action results, documentation regarding the suspension with pay will only be placed in the personnel file for payroll and bookkeeping purposes.

In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, then the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) and potential discipline in writing. The employee will have up to 10 working days to provide a written response to the allegations, unless a shorter period of time is mutually agreed upon by the Employer and the Union. Following the conclusion of the Employer's investigation, or following receipt of the employee's written response, whichever is later, the Employer will hold a pre-disciplinary meeting to provide the employee and the Union representative an opportunity to respond to the allegations. The employee's attendance at the pre-disciplinary meeting is mandatory, unless the employee's absence from the meeting receives prior approval by the Employer. Thereafter, the Employer shall make a determination as to whether to proceed with disciplinary action.

The Employer will make a reasonable effort to ensure that the investigation and notice of a pre-disciplinary meeting occur within a reasonable amount of time. However, this process is dependent upon the complexity of the misconduct and the availability of witnesses and/or evidence. No pre-disciplinary action meeting with the employee and Union representative is necessary for a verbal and/or written reprimand.

- 17.6 Verbal warnings and written reprimands shall remain in the personnel file for a period of 12 months and following that period may be removed upon request from the employee and approval by the Elected Official or Department Head and the Human Resources Director; provided, however, if additional discipline occurs within the 12-month period, then the prior disciplinary documentation shall remain in the personnel file for another

12-month period from the date of the last discipline to occur. Other records of discipline enumerated in Article 17.2 may remain in the personnel file until and unless the County determines the record no longer relevant or timely upon request by an employee.

- 17.7 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer at any time during the probationary period, without just cause and without recourse.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or 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 solved through informal means, the grievance will be settled as hereinafter provided.

- 18.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the Employer as to the correct interpretation and/or application of the terms and conditions of this Agreement. All grievances shall outline the facts and alleged violation(s) of the contract when filed.

A class action grievance is any grievance filed on behalf of a group of employees where, by the nature of the matter aggrieved, not one member of the bargaining unit but several will be affected. Such class action grievances shall be signed by the local Union President or their designee.

- 18.3 Through the procedure set forth in this Article, a grievance may be presented by an employee or the employee accompanied by a representative, if desired.

- 18.4 Grievances may be heard at any reasonable time where practicable and feasible.

- 18.5 The parties agree that the time limitations provided 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. For the purposes of this Article, “working days” means Monday-Friday, excluding County holidays.

- 18.6 If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party. The time limits herein may be extended by mutual agreement in writing between the Union and the Employer.

18.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's immediate supervisor within 10 working days from its occurrence. The immediate supervisor may choose to meet with the grievant/Union, and shall respond in writing within 10 working days after receiving the grievance.

If the Employer is filing a grievance, it should be presented to the Local President and Staff Representative within 10 working days from its occurrence.

Step 2:

If the grievance has not been resolved at Step 1, it may be presented in written form to the employee's Elected Official or Department Head or designee within 10 working days after (a) the expiration of the 10 working day period described in Step 1, above, or (b) receipt of the Step 1 grievance response, whichever occurs first. Thereafter, the Elected Official or Department Head or designee may choose to meet with the grievant and shall respond in writing within 10 working days after receipt of the grievance.

If the grievance has not been settled, then the Elected Official or Department Head, the Union or the aggrieved employee, may submit the matter to conciliation.

Step 3:

- A. Conciliation. If the grievance has not been resolved at Step 2, in accordance with the conditions set forth hereinabove, the aggrieved employee, the Elected Official or Department Head, or the Union, may refer the dispute to conciliation proceedings.
- B. Notice -- Time Limitation. The aggrieved employee, the Elected Official or Department Head, or the Union shall notify the other party in writing of said party's desire to submit the matter to conciliation within 10 working days after the receipt of the Step 2 response.
- C. Conciliation procedures. The aggrieved employee and Elected Official or Department Head will meet to discuss and attempt to resolve the issues within 10 working days after notification. Both parties may or may not be represented. Within 10 working days following the conciliation meeting, each party will submit to the other party, in writing, their understanding of the outcome of the

conciliation meeting. Unless otherwise agreed by the Employer and Union in writing, within 10 working days following receipt of the other party's written statement concerning the outcome of the meeting, either party may notify the other party that the conciliation step has failed and refer the matter to the next step of the grievance procedure. None of the Step 3 discussions and/or proposals, oral or written, are admissible in any arbitration proceeding.

Step 4:

- A. Final and Binding Arbitration. If the grievance has not been resolved at Step 3 in accordance with the conditions set forth hereinabove, the Union or the Employer may refer the dispute to final and binding arbitration.
- B. Notice -- Time Limitation. The submitting party shall notify the other party in writing within 10 working days after the receipt of the Step 3 notice/response.
- C. Arbitrator -- Selection. After timely notice, the arbitrator will be selected as follows:
 - i. The parties shall attempt to select an arbitrator within 20 working days after receipt of the written notice of submission to arbitration. Thereafter, the hearing of the matter shall be conducted at the earliest possible date. If the parties cannot agree on an arbitrator, the following procedure will be applicable.
 - ii. In the event the parties cannot agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of 11 arbitrators from the Public Employment Relations Commission (PERC) "copying" the other party with the written request. If the parties cannot mutually agree on an arbitrator from the list of 11 names, then the two parties shall meet or confer by telephone, and the non-grieving party shall elect or defer to the grieving party, to exercise the first strike of one name from the list 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 forth, proceeding in alternating order until each party has struck five names from the list. The remaining name shall be the arbitrator and will be so advised by the party advancing the grievance to arbitration, "copying" the other party on the notice of selection to the arbitrator.
- D. Decision -- Time Limit

The arbitrator will meet and hear the matter at the earliest possible date. After completion of the hearing, a decision shall be rendered within 30 calendar days,

unless an extension is agreed to by the parties.

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 terms and/or 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 to determine whether there has been a violation of the terms of this Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1 and will not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step 1.
- iv. In conducting the hearing, the arbitrator will 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.
- v. Summary Judgment. The arbitrator will have the power to hear summary judgment motions as set forth herein. For grievance arbitration matters not involving discipline of a Union represented employee, a party may submit a summary judgment motion to the arbitrator, who will issue a briefing schedule. The arbitrator may decide the matter and issue an order based upon the summary judgment written record, if the written record shows that there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law, in which case the arbitrator will issue a detailed, written decision, order and award.

F. Arbitration Award -- Damages -- Expenses

- i. Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being 10 working days or less prior to the initial filing of the grievance.
- ii. The arbitrator shall not have the authority to award punitive damages.
- iii. The expenses of the arbitrator will be split equally between the parties. Each party shall bear their own expenses and costs of presentation of their respective cases, including attorney fees and witness expenses and fees.
- iv. The award of the arbitrator is final and binding on all parties; provided, however, that either party may, within 30 calendar days from the date of the arbitration award, appeal the award to the Superior Court.
- v. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- 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 19 – LAYOFF AND RECALL

- 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 (unless extended pursuant to the collective bargaining agreement) probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the Employer as a result of the layoff.

ARTICLE 20 – TERM OF CONTRACT

- 20.1 This Agreement is effective January 1, 2026, except as otherwise herein provided, and shall remain in effect until the 31st day of December, 2027.
- 20.2 If the parties have not reached agreement pursuant to the provisions of the Article pertaining to timetable, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.
- 20.3 In the event that negotiations for a new Agreement extend beyond the expiration date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated; provided, however, either party may give 30 calendar days' written notice of termination of this Agreement in the event mediation does not result in the mutually satisfactory resolution of all negotiable issues.

ARTICLE 21 – ENTIRE AGREEMENT

- 21.1 This document shall constitute the complete agreement by and between the parties, and no other agreements and/or understandings, written or otherwise, prior or simultaneous with the signing of this Agreement shall be binding on the parties. Therefore, the parties waive the right to bargain collectively with respect to any subject or matter, unless by mutual consent, for the life of this Agreement.
- 21.2 Any offers, modifications of offers, withdrawals of offers or contract proposals shall not constitute nor shall they be cited as authority or evidence of any waiver(s) of position in any arbitration, legal proceeding or other proceedings regarding the interpretation of provisions and language contained in this contract.

ARTICLE 22 – SAVINGS CLAUSE

If an article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by a 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 23 – SENIORITY

The Employer acknowledges that seniority within the office or department is one of the factors to be considered during employee advancement within the office or department. In matters of promotions, the filling of new positions, and out of class pay opportunities, the Employer agrees to consider seniority within the office or department as one of the factors in reaching the Employer's decision. The Union, however, agrees that ability, attitude and dependability are the primary factors to be considered in these matters.

ARTICLE 24 – DUES AND SECURITY

- 24.1 Dues/Fees Processing. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Union in writing, and shall transmit the amounts deducted to the Union. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt from the Union of the employee's written authorization.

The Union agrees to notify the Employer in writing at least 30 days in advance of any increase in Union dues or fees.

An employee's request to revoke their authorization for payroll deduction of payments to the Union must be in writing and submitted to Council 2. After the Employer receives written confirmation from the Union that the employee has revoked authorization for deductions, the Employer will make every effort to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt from the Union of written confirmation.

- 24.2 Indemnification. The Union shall defend, indemnify and hold the Employer harmless against any liability, claims, action or suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

If any improper deduction is made, the Union shall refund any over-deduction directly to the employee.

ARTICLE 25 – TYPES OF EMPLOYMENT

- 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 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 (or 1,040 hours for part-time employees), as determined by the Employer.

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.

ARTICLE 26 – NEPOTISM RESTRICTIONS

- 26.1 No more than one member of a family or one close relative shall be eligible for employment by Benton County at the same time if:
- A. One member of the family or one close relative would be responsible for supervising another family member or close relative, or
 - B. One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative, or
 - C. Circumstances exist which would place a family member or close relative in a

situation of actual or reasonably foreseeable conflict between the interest of the Employer and the interest of the employee in family harmony and/or in their common interests of the family or as close relatives.

- 26.2 Those persons affected by the terms of the foregoing sections shall be permitted to decide which spouse or relative shall get or keep employment; provided, however, if they do not decide within a reasonable time, the Employer shall decide, provided further that a gender neutral standard shall be used in making such a decision.
- 26.3 None of the foregoing regulations shall have any effect on persons employed in Benton County at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.
- 26.4 Definitions.
- A. "Family member" means that the spouse or that person living as spouse of a job applicant or a job applicant's children, whether natural, adoptive or step.
 - B. "Close relative" means the natural, adoptive or step sibling or parent of a job applicant.

ARTICLE 27 – NON-DISCRIMINATION

- 27.1 The Employer and the Union agree that they will not discriminate against any employee on the basis 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 any person with a disability, political affiliation, or any other protected status as provided by law, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union. Allegations of discrimination shall be processed through the existing Benton County Anti-Discrimination procedures or the grievance provision of this Agreement.
- 27.2 No employee will be required to support or make a contribution to a political party and/or a candidate for political office.

ARTICLE 28 – JURY DUTY, MILITARY LEAVE

- 28.1 Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not to exceed 21 days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person

may report for active duty, when called, or take part in active training duty in such manner and at such time as the employee 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.

- 28.2 Employee receiving a summons to report for jury duty are to notify their Elected Official or Department Manager the next working day after receiving the summons. Employees will receive their full regular pay during the term of approved jury service. It shall be the employee's responsibility to present satisfactory evidence relating to the serving of jury duty, such as documentation from the court citing the location and duration of jury service. An employee shall report to work during all hours the employee is released from jury duty. If less than one hour remains from the time of such release to the end of the employee's regular shift, the employee shall make direct contact with their supervisor.

ARTICLE 29 – PAYROLL PROVISIONS

The wages of employees shall be paid bi-weekly. The Employer will notify the Union and employees at least 30 days prior to changing the payroll date.

ARTICLE 30 – EDUCATIONAL ASSISTANCE

- 30.1 The Employer may reimburse the employee's tuition for pre-approved, "off-duty" classes and/or courses in accordance with the following provisions:
- A. The class and/or course is subject to prior written approval by the Elected Official or Department Head.
 - B. Any class and/or course shall be directly related and/or contributory to the employee's present position or next logical professional progression within the office or department. The Elected Official or Department Head shall make the determination as to which classes and/or courses are considered directly related and/or contributory to the employee's position.
 - C. All costs associated with the class and/or course will be prepaid by the employee after written pre-approval is received from the Elected Official or Department Head. A written receipt for the "tuition only" shall be obtained at the time of payment and retained for reimbursement at the end of the successful completion of the class and/or course.
 - D. At the successful completion of the class and/or course (if the employee has received a passing final grade and/or score equivalent to a "C" or higher and can present documentation to the Elected Official or Department Head), the Employer

shall reimburse the employee for the appropriate tuition.

30.2 The determination of the Elected Official or Department Head with regard to the provisions of this article shall be final and binding on all parties. The above provisions are subject to the budgetary constraints within each departmental budget.

ARTICLE 31 – UNION/EMPLOYER RELATIONS

31.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

31.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

31.3 The Employer may agree, from time to time, to allow three employees representing the Union to be granted leave without loss of pay for collective bargaining sessions and/or labor-management meetings between the Employer and the Union. At this time, the Employer would agree that three members of the bargaining unit may participate in the collective bargaining process without loss of pay.

31.4 Labor Management Committee. A labor-management committee may be established consisting of up to three members chosen by the Union and up to three members chosen by the County.

A. Scheduling. The labor-management committee may schedule meetings at mutually agreeable times periodically on the call of a party to this Agreement. A request shall be in writing and shall list the items and topics at issue.

B. Collaboration. The purpose of the labor-management committee is to approach matters collaboratively and cooperatively in order to engage in problem solving. If a recommendation may modify the meaning of this Agreement, such recommendation shall be forwarded to the Area Representative for the Union and the Human Resources Director for the County.

ARTICLE 32 – VACANCIES, JOB POSTING

32.1 The filling and posting of vacant Courthouse bargaining unit positions shall be subject to the following provisions:

A. The Elected Official or Department Head shall first make a determination as to whether or not a job vacancy or new position will be made available to current

bargaining unit employees. If the Elected Official or Department Head determines that said position may be filled by a current bargaining unit employee within the affected office/department, then an office/departmental notice of such opening will be posted on the Employer's website a minimum of three working days prior to the closing date for applications; or

- B. If the Elected Official or Department Head determines that said vacancy or new position may be filled by any employees throughout the Employer's offices/departments, then said Elected Official or Department Head may permit any employees to apply for said position. Notice of such openings shall be posted on the Employer's website a minimum of five working days prior to the closing date for application; or
- C. If the Elected Official or Department Head determines that they wish to receive applications from the public for vacant positions or new openings, then the public and any of the employees may make application in accordance with the following provision. Notice of such opening shall be published on the Employer's website and circulated by such means as deemed appropriate by the Elected Official or Department Head, all of which shall provide a minimum of 10 days' notice prior to the closing date of such vacancy or new position applications.

32.2 A vacancy or new position announcement will contain the position title and a brief description of the job duties, requirements, and where application for the position should be made. Each job announcement will list the criteria the Employer may use during the selection process.

32.3 If a vacancy or new position occurs within nine months of a previous vacancy of the same or similar position, then the Elected Official or Department Head may proceed to interview any available applicant whose name appears on the list of qualified applicants for the previous posting and vacancy procedures, without reposting the position in accordance with Article 32.1.

32.4 The Union and the Employer recognize that each hiring situation is different and that the Employer's interest is in hiring the most competent person available whether from within the Employer or from the outside. The ultimate responsibility for determining if, when, and who will fill a vacancy, promotion, or transfer is vested exclusively in the Elected Official or Department Head. The criteria used as referenced above and the ultimate selection by the Elected Official or Department Head are final and binding and not subject to the grievance process.

ARTICLE 33 – JOB DESCRIPTIONS

The parties have agreed that current job/classification descriptions will not be substantially changed without prior notice and discussion with the Union.

The Human Resources Department maintains the job/classification descriptions, utilizing the established format, including writing new job/classification descriptions and subsequent updates for existing job/classification descriptions in consultation with the appropriate Elected Official or Department Head, subject to approval by the Board of County Commissioners. Copies of all approved changes or new position job/classification descriptions, including assigned grades and title, are kept on file within the Human Resources Department.

ARTICLE 34 – TRANSFERS AND TRAVEL

34.1 The Employer shall have the right to transfer present employees from one duty station to another for the convenience and benefit of the Employer and the citizens. Management shall be the sole determiner as to the necessity of such transfers.

34.2 Seniority is defined as the time in service within the employee's classification within the office or department in which the employee is working. "Office" and "Department" are defined in the Layoff and Recall Article.

34.3 Transfers shall be of two types, either permanent or temporary. Transfers of 90 calendar days or less shall be considered to be temporary in nature. The Elected Official or Department Manager shall determine the employee to be temporarily transferred giving consideration to the desires of the affected employees.

Permanent transfers shall be offered to employees in order of seniority for that position. If no employee agrees to the permanent transfer, the transfer shall be ordered by the department manager in inverse order of seniority, provided the employees remaining must be able to fulfill job requirements.

34.4 The Employer agrees to provide transportation to employees for the conduct of only official Employer business. Transportation is not provided to the employee to report to/from the employee's home and the assigned work location, except as otherwise provided in Section 34.6. Transportation may be provided as either an Employer vehicle or as payment for mileage for use of a personal vehicle, in accordance with the Benton County Business Travel and Expense Policy.

34.5 Any person directed to report to work prior to the regular starting time or directed to remain at work following the scheduled end of their shift to conduct official Employer's business will be compensated in accordance with Article 7 (Hours of Work, Overtime).

- 34.6 It is the employee's responsibility, when temporarily or permanently reassigned from one location to another, to arrive at the appropriate job site in time to begin their assigned work shift. When 48-hour notice is not provided, the employee will be reimbursed (in accordance with Section 34.4) for mileage for their commute to the work location if the commute is longer than the commute to their regular location.

Some positions may specifically entail permanent assignment to two or more job sites, *e.g.*, Prosser Courthouse and Kennewick. These positions will be so identified during the advertising process to recruit qualified applicants, and in the Employer's offer letter for employment, and will not be eligible for travel reimbursement.

- 34.7 If the transfer of documents is mutually beneficial to the employee and the Employer, the Employer may request the employee to do so. Under this provision, an employee who is asked to report to the Prosser Courthouse to pick up documents for transfer to Kennewick, or vice versa, prior to the normal starting time or normal shift end time, shall receive pay at the straight time rate. For hours worked beyond 40 hours in the seven day work period, however, the employee will be paid in accordance with Section 7.6 (Hours of Work, Overtime).

The mutual benefit would exist because the employee would be receiving compensation for the travel time which would not normally be compensated, while the Employer would avoid payment of time and one-half pay or loss of employees during normal work hours.

This provision will be applicable and used instead of the other provisions of Article 34 (Transfers and Travel) when a mutual benefit exists.

- 34.8 Intra-County Transfer. A transfer of an existing Benton County employee between positions covered by different bargaining unit contracts or a non-bargaining position to a bargaining position. Such employee will be treated as a new employee under contract provisions for pay and will earn leave accrual on the basis of continuous length of time as a Benton County employee.

- 34.9 Transfers. Transfer shall be considered the movement of an employee from one job site to another (*e.g.*, Prosser to Kennewick).

ARTICLE 35 – OUTSIDE EMPLOYMENT

In some cases, employment with an employer other than Benton County and/or self-employment may pose a conflict of interest with the employee's job duties for Benton County and/or adversely affect an employee's ability to perform their job for Benton County. The Elected Official or Department Head may require employees to obtain pre-approval of outside employment (or self-employment) opportunities.

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:
Jerome Delwin
7ED07903289E480...
Chair, Board of Commissioners

DocuSigned by:
Michael Alvarez
D0C0F57E34874E4...
Chair Pro Tem, Board of Commissioners

DocuSigned by:
Will McKay
135987D704E746F...
Commissioner, Board of Commissioners

Signed by:
Eric Eisinger
F76FB745503C40F...
Benton County Prosecuting Attorney

Date: 11/21/2025
DocuSigned by:
Ken Spencer
E62772D2850B4CB...
Benton County Treasurer

Date: 11/24/2025
Signed by:
Josie Delwin
14B08A4DBC88448...
Benton County Clerk
Date: 11/26/2025

Constituting the Board of Benton County Commissioners

Approved as to form:
Signed by:
Reid Hay
7D2675FA0905430...
Reid Hay
Deputy Prosecuting Attorney

Attest:

DocuSigned by:
Amanda Pearson
34825A979E034CE...
Clerk to the Board
Date: 12/9/2025

Signed by:
Judge Bell
CE4395319C88411...
Presiding District Court Judge
Date: 11/18/2025

DocuSigned by:
Bill Spencer
7B7E7875AC45452...
Benton County Assessor
Date: 11/26/2025

DocuSigned by:
Brenda Chilton
A65F5516AC4B47C...
Benton County Auditor
Date: 11/18/2025

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

DocuSigned by:
Laura Hanson
91F5416A510A445...
Laura Hanson, Area representative
Date: 11/18/2025

Signed by:
Jessica Warren
CFF7BD2CDB8B463...
Jessica Warren, President
Date: 11/12/2025

APPENDIX A

Compensation Study Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
100	\$ 23.11	\$ 23.57	\$ 24.40	\$ 25.25	\$ 26.14	\$ 27.05	\$ 28.00	\$ 28.98	\$ 29.99
105	\$ 24.74	\$ 25.23	\$ 26.11	\$ 27.02	\$ 27.97	\$ 28.95	\$ 29.96	\$ 31.01	\$ 32.10
110	\$ 26.47	\$ 27.00	\$ 27.94	\$ 28.92	\$ 29.93	\$ 30.98	\$ 32.06	\$ 33.18	\$ 34.34
115	\$ 28.32	\$ 28.89	\$ 29.90	\$ 30.95	\$ 32.03	\$ 33.15	\$ 34.31	\$ 35.51	\$ 36.75
120	\$ 30.31	\$ 30.92	\$ 32.00	\$ 33.12	\$ 34.28	\$ 35.48	\$ 36.72	\$ 38.01	\$ 39.34
125	\$ 32.42	\$ 33.08	\$ 34.24	\$ 35.44	\$ 36.68	\$ 37.96	\$ 39.29	\$ 40.67	\$ 42.09
130	\$ 34.87	\$ 35.57	\$ 36.82	\$ 38.11	\$ 39.44	\$ 40.82	\$ 42.25	\$ 43.73	\$ 45.26
135	\$ 37.49	\$ 38.24	\$ 39.58	\$ 40.97	\$ 42.40	\$ 43.88	\$ 45.42	\$ 47.01	\$ 48.66
140	\$ 40.30	\$ 41.11	\$ 42.55	\$ 44.04	\$ 45.58	\$ 47.18	\$ 48.83	\$ 50.54	\$ 52.31

2026 Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
100	\$ 23.69	\$ 24.16	\$ 25.01	\$ 25.89	\$ 26.79	\$ 27.73	\$ 28.70	\$ 29.70	\$ 30.74
105	\$ 25.35	\$ 25.86	\$ 26.76	\$ 27.70	\$ 28.67	\$ 29.67	\$ 30.71	\$ 31.78	\$ 32.89
110	\$ 27.13	\$ 27.67	\$ 28.64	\$ 29.64	\$ 30.68	\$ 31.75	\$ 32.86	\$ 34.01	\$ 35.20
115	\$ 29.03	\$ 29.61	\$ 30.65	\$ 31.72	\$ 32.83	\$ 33.98	\$ 35.17	\$ 36.40	\$ 37.67
120	\$ 31.06	\$ 31.68	\$ 32.79	\$ 33.94	\$ 35.13	\$ 36.36	\$ 37.63	\$ 38.95	\$ 40.31
125	\$ 33.24	\$ 33.90	\$ 35.09	\$ 36.32	\$ 37.59	\$ 38.91	\$ 40.27	\$ 41.68	\$ 43.14
130	\$ 35.73	\$ 36.44	\$ 37.72	\$ 39.04	\$ 40.41	\$ 41.82	\$ 43.28	\$ 44.79	\$ 46.36
135	\$ 38.42	\$ 39.19	\$ 40.56	\$ 41.98	\$ 43.45	\$ 44.97	\$ 46.54	\$ 48.17	\$ 49.86
140	\$ 41.30	\$ 42.13	\$ 43.60	\$ 45.13	\$ 46.71	\$ 48.34	\$ 50.03	\$ 51.78	\$ 53.59

2027 Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
100	\$ 24.40	\$ 24.89	\$ 25.76	\$ 26.66	\$ 27.59	\$ 28.56	\$ 29.56	\$ 30.59	\$ 31.66
105	\$ 26.12	\$ 26.64	\$ 27.57	\$ 28.53	\$ 29.53	\$ 30.56	\$ 31.63	\$ 32.74	\$ 33.89
110	\$ 27.94	\$ 28.50	\$ 29.50	\$ 30.53	\$ 31.60	\$ 32.71	\$ 33.85	\$ 35.03	\$ 36.26
115	\$ 29.90	\$ 30.50	\$ 31.57	\$ 32.68	\$ 33.82	\$ 35.00	\$ 36.23	\$ 37.50	\$ 38.81
120	\$ 32.01	\$ 32.65	\$ 33.79	\$ 34.97	\$ 36.19	\$ 37.46	\$ 38.77	\$ 40.13	\$ 41.53
125	\$ 34.25	\$ 34.93	\$ 36.15	\$ 37.42	\$ 38.73	\$ 40.09	\$ 41.49	\$ 42.94	\$ 44.44
130	\$ 36.82	\$ 37.56	\$ 38.87	\$ 40.23	\$ 41.64	\$ 43.10	\$ 44.61	\$ 46.17	\$ 47.79
135	\$ 39.60	\$ 40.39	\$ 41.80	\$ 43.26	\$ 44.77	\$ 46.34	\$ 47.96	\$ 49.64	\$ 51.38
140	\$ 42.56	\$ 43.41	\$ 44.93	\$ 46.50	\$ 48.13	\$ 49.81	\$ 51.55	\$ 53.35	\$ 55.22

APPENDIX A-1

Office/Department	Title	Grade
Assessor	Office Assistant	100
	Office Associate	110
	Office Specialist	115
Auditor	Office Assistant	100
	Office Associate	110
	Elections Specialist	115
	Payroll Specialist	120
	Auditing Specialist	120
Clerk	Court Clerk Assistant	100
	Court Clerk Associate	110
	Court Clerk Specialist	115
	Records Management Specialist	115
	Accounting Specialist	115
Community Development	Office Associate - Building	110
	Office Associate - Planning	110
	Permit Technician - Building	110
	Permit Technician - Planning	110
District Court	District Court Assistant	100
	District Court Associate	110
	District Court Specialist	115
	Accounting Specialist	115
Human Services	Office Associate	110
Information Technology	Office Associate	110
	IT Specialist	130
	IT Analyst	140
	GIS Analyst	140
Office of Public Defense	Office Associate	110
	Legal Associate	110
	Legal Specialist	115
Prosecuting Attorney	Legal Assistant	100
	Legal Associate	110
	Legal Associate - Victim Witness	110
	Office Associate	110
	Legal Specialist	115
	Paralegal	120
	Victim Witness Coordinator	120
Public Works	Office Associate	110
	Accounting Specialist	115
Treasurer	Treasury Assistant	100
	Treasury Associate	110
	Treasury Specialist	115
WSU Extension	Office Assistant	100
	Office Specialist	115

APPENDIX B

PROVISO: The parties expressly stipulate and agree Appendix B only applies to the IT Analyst and IT Specialist classifications in the Information Technology Department, and to no other office or department in the Courthouse unit. Appendix B text supersedes any and all language in the Courthouse 2026-2027 CBA and appendices, to the extent the text is in conflict or inconsistent with, the CBA, including without limitation, Article 7.

HOURS OF WORK, OVERTIME

- A. **Work Schedule Change:** Senior Management (IT Director and Manager) can change the work schedule when it deems a change is necessary to its business practice, and will provide as much notice as is practical, but no less than 15 hours' notice in advance, except in the event of an emergency; in which case, as much notice as possible under the circumstances will be provided. Senior Management shall be the sole determiner of an emergency.
- B. **Call Backs:** Employees called to work after they have left the premises for the day, will be compensated for a minimum of two hours pay at one and one-half times the regular rate of pay, commencing from when they arrive at the County work site, subject to Article 7. Employees otherwise called in for work in addition to regularly scheduled work, will be compensated in accordance with Article 7.
- i. **Remote Call-Backs:** When an employee is called on the on-call phone and performs tasks remotely, they will be compensated for a minimum of one hour at one and one-half times pay, commencing from when they take the call.

There is no pyramiding of overtime pay and any time and one-half or double time pay provided in the CBA or Appendix B. If an Information Systems Analyst receives one type of time and one-half pay or double-time pay, for example, they are not also entitled to a second type of time and one-half pay or double-time pay.

- C. **Carrying After Hours Phone And Responding To Calls:**
- i. Each Employee shall be responsible for carrying the after hours phone for a minimum of five weeks of the year. Phone assignments will be voluntary if the five week minimum is met; otherwise, Senior Management will assign the emergency phone as needed to meet the five week minimum. Phone assignments will be in two week increments when the number of assigned weeks is divisible by two.

- ii. Employees assigned to carry the after hours phone (the “assigned employee”) are not required to remain at home while carrying the after hours phone, but the assigned employee shall remain within the service area of the phone, and able to report to the County work site within two hours from the emergency call. When a call comes in on the after hours phone, the assigned employee is responsible for assessing the situation, determining whether the situation is an emergency, and determining the appropriate course of action. The assigned employee may call in a member of the Information Technology Department from a rotational list, or a service contractor, to respond to the after hours call and timely address the problem.
- iii. The assigned employee will be paid \$140.00 for each week the assigned employee carries the phone. This payment will be included in the assigned employee’s paycheck and subject to all standard payroll deductions.
- iv. Not all calls will require the assigned employee to travel to specific County locations. If the assigned employee needs to travel to a County location, the assigned employee will contact Senior Management (or designated supervisor) for approval and will be paid in accordance with Article 7, as modified in Appendix B (Call Backs).

CONFIDENTIALITY REQUIREMENTS

The parties agree that all IT Employees shall be subject to confidentiality requirements, and sign a confidentiality agreement. Confidentiality requirements mean that when the Information Technology Department Director or Manager, and/or other Elected Official or Department Head, inclusive of the County Administrator, the Deputy County Administrator or the Prosecuting Attorney’s Office, requests that information be processed through and/or is accessible by, the Information Technology Department, which involves the collective bargaining process, proposals and/or projections, grievances, Unfair Labor Practices (ULPs), discipline, or any personnel matter, then said information shall remain strictly confidential as between the personnel processing the information and the requesting party (management). Confidential information is inclusive of projections of budgetary revenues and expenditures calculated as part of the budget preparation process of the Employer as requested by the management group responsible for preparation of the budget. Any violation of this confidentiality requirement shall subject Employees to disciplinary action up to and including discharge or termination pursuant to the CBA.