

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2025-786

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON**

**IN THE MATTER OF THE 2026 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES
AND THE BENTON-FRANKLIN JUVENILE COURT GUILD**

WHEREAS, negotiators for Benton and Franklin Counties have reached an agreement for the 2026 Agreement with the Benton-Franklin Juvenile Court Guild; **NOW THEREFORE**,

BE IT RESOLVED, the Benton and Franklin Counties Boards of Commissioners approve the 2026 Agreement between Benton and Franklin Counties and the Benton-Franklin Juvenile Court Guild, as presented and authorize to sign the same.

Dated this 16th day of December, 2025.

Dated this ____ day of _____, 2025.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Jerome Selvin
7ED07602283E486...

Chair of the Board

Chair of the Board

DocuSigned by:
Michael Alvarez
D0C8657E34874E4...

Chair Pro Tem

Chair Pro Tem

DocuSigned by:
Will McKay
135987D784E74CF...

Commissioner

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Constituting the Board of Commissioners
of Franklin County, Washington

Attest... DocuSigned by:
Amanda Pearson
84826A075E0846E...
.....
Clerk of the Board

Attest.....
Clerk of the Board

2026 AGREEMENT

Between

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

and the

BENTON-FRANKLIN JUVENILE COURT GUILD

Representing JUVENILE COURT UNIT

cc: Benton County Commissioners
Franklin County Commissioners
Guild President
Benton County Auditor's Office
Benton County Prosecuting Attorney Office
Benton County Human Resources
Franklin County Administration
Franklin County Human Resources
Juvenile Court Administration
Juvenile Detention Administration

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PREAMBLE

This Agreement is entered into by and between the Benton-Franklin Counties Juvenile Department, a bi-county agency comprised of Benton County and Franklin County, hereinafter referred to as the Employer or the Department, and the Benton-Franklin Juvenile Court Guild, hereinafter referred to as the Guild, and has as its purpose to ensure collective bargaining in respect to wages, hours and other conditions of employment, to promote and ensure harmonious relations, cooperation, understanding between the Employer and the Guild, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – TIMETABLE

- 1.1 This Agreement shall be effective from January 1, 2026, through December 31, 2026, unless otherwise indicated in this Agreement.
- 1.2 The parties agree that a target schedule for conferences and negotiations between the parties with respect to extending this Agreement, is as follows:
 - A) Negotiations are to begin as is mutually convenient for both parties, but no later than October 1st.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Guild as the exclusive bargaining agent for certain Benton and Franklin County Juvenile Department employees as certified by the Public Employment Relations Commission (PERC). The Employer and the Guild agree that the bargaining unit shall be defined as follows:

INCLUDED: Full-time and regular part-time employees within the Accounting Assistant, Accounting Associate, Juvenile Probation Counselor, Juvenile Detention Supervisor, Juvenile Court Associate, Juvenile Court Legal Associate, Juvenile Court Specialist, Juvenile Court Legal Specialist, and Administrative Associate job classifications.
- 2.2 The Employer will notify the Guild of any new position and the Employer's position regarding inclusion or exclusion of said position. A copy of the classification will be provided to the Guild with the notification.

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 or statutes or code of the United States government.

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, RESPONSIBILITIES AND GUILD PRIVILEGES

4.1 Non-Discrimination: The Employer and the Guild agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by a person with a disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Guild. Any violation will constitute a breach of this Agreement.

The Employer and the Guild agree that the application of this Agreement and the Employer's oral or written personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified orally and in writing (*e.g.*, email), and the new rule or procedure shall be distributed via e-mail to employees, including the Guild's e-mail address, and posted on the Employer's website, 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.

4.2 No employee shall be discriminated against for exercising the employee's right as a Guild member.

4.3 Guild Activities: Up to three duly elected representatives and the Guild president shall be allowed to attend negotiation meetings with the Employer without loss of pay when negotiations take place during business hours (8:00 a.m. to 5:00 p.m.). The Employer agrees subject to proper notification that accredited representatives of the Guild shall have reasonable access to the premises during working hours for the purpose of investigating and discussing grievances provided the Guild Representative(s) does(do) not interfere with the work of employees.

4.4 Guild Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Guild. The Guild agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Guild bulletin board. The bulletin board shall be used only for official notices and documents with dates and author's signature and sanctioned by the Guild President.

- 4.5 Personnel File: The official personnel file shall be kept and maintained by the Benton County Human Resources Department. An employee shall have the right upon request to inspect their official personnel file in the presence of the Benton County Human Resources Director or designee at a reasonable time during the work day and said request shall be granted not later than one work day after the request. Copies of personnel action documents will be supplied to the affected employee. Material referring to an employee's competence, including performance evaluations and written records of disciplinary action, shall be placed in the employee's personnel file and the employee will be provided an opportunity to sign the material and attach a brief comment in the section supplied for employee comments. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file. The employee has the right to submit a written response to their file regarding disputed material.

Either the Employer or employee may request a meeting to discuss a written performance review to be placed in the employee's personnel file. The employee may be accompanied by a Guild representative at such meeting or at other conferences between the employee and management that deals with the employee's performance.

- 4.6 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 or the Employer's interests or such activity constitutes abuse of their official position or brings disrepute to the Employer.
- 4.7 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation for doing so.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The Guild 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 Guild in writing of any such decision(s) if the decision(s) involve a change in working conditions. Following the notification, the Guild on shall have 30 days to notify the Employer in writing if the Guild 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 Guild agrees that the Employer's core management rights include, but are not limited to:
- A) The right to establish oral or written lawful work rules and procedures, as well as the right to modify orally or in writing work rules and procedures. The Employer will notify the affected employees of the changes five days prior to the effective date.

- B) The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- C) The right to hire, transfer, 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 cause as indicated in Article 17.
- E) The right to make 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) Incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee at Employer's request.
- G) The right to implement new or different procedures resulting from state and federal requirements. Prior notice will be provided to the affected employees.
- H) 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.
- I) The right to take all types of actions as may be determined by management to be necessary in the event of emergencies. The Employer shall determine whether an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.
- J) The unilateral right to determine the Department's budget.
- K) 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.

5.2 Nothing in this Agreement shall be interpreted to limit or restrict the Employer's rights, obligations, and methodologies of providing services to the public.

5.3 Past Practices: The Employer reserves the right to change past practices based on applicable statutes, Superior Court rules, 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 Guild. The Guild will be provided an opportunity to discuss and make recommendations during a 30-day time frame, prior to

the Employer implementing a change.

ARTICLE 6 – NO STRIKE AND NO LOCKOUT

- 6.1 The Employer and the Guild 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 Guild nor the employee 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 Guild agrees to take appropriate steps to end such interference. Employees who engage in any of the above-referenced activities shall not be entitled to any pay/or benefits during the period in which the employee is engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to 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 Standard Work Week: The standard work week shall consist of up to a 10-hour work day in a seven-day work period. A normal work schedule shall consist of a total of no more than 40 hours per seven-day work period. This Article may be modified by the provisions of Article 7.2 below. For Detention Supervisors, alternative work periods and work schedules are addressed in Appendix A.
- 7.2 Flex-Schedule: The work schedule may be altered to a flex-schedule by mutual agreement except if the provisions of Article 7.5 below are applicable.
- 7.3 Meal/Lunch Periods: Meal/Lunch periods will normally be up to a one hour unpaid period taken at mid shift unless otherwise previously approved by the Employer.
- 7.4 Rest Periods: Employees shall be entitled to one 15-minute intermittent rest period during each four hours of a shift. Rest periods shall be scheduled no later than the end of the third hour of work.
- 7.5 Changes in Work Schedule: The Employer has the right to modify the standard work week and standard work day based on its assessment of service needs and requirements. Modifications will be preceded by 15 calendar days written notification to the affected employees except in the event of an emergency. In an emergency, as much notice as is practical will be provided to the affected employees.
- 7.6 Overtime: An employee will be entitled to overtime compensation consistent with the Fair Labor Standards Act (FLSA) for all hours worked in excess of 40 hours in a seven-day

work period. All hours worked more than 40 hours will be compensated at the rate of one and one-half times the regular rate of pay. The employee may request to receive compensatory time off in lieu of overtime pay in accordance with Article 7.7.

All compensated time shall count towards the overtime threshold.

Employer agrees to distribute overtime as equally as practical among employees within a department. Employees may be required to cancel a scheduled shift to avoid payment of overtime.

- 7.7 Compensatory Time: The employee may request to receive compensatory time off in lieu of overtime pay. Compensatory time is earned at the same rate as overtime (time and one-half for each hour worked). Employees shall not be permitted to carry over more than 40 hours of compensatory time from one calendar year to the next. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. Employee time sheets shall reflect the total compensatory time accrued in addition to any compensatory time used during the pay period.

Compensatory time shall be taken prior to vacation leave unless the employee will “max out” vacation leave thresholds in Article 11.

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.

- 7.8 Call Back: When the Employer calls back an employee to work, they are entitled to a minimum of two hours call-back time. This Article will not be applicable to call-backs occurring one hour or less before the start of the employee's shift. The employee may be required to work the full hour or more as determined by the Employer.
- 7.9 The parties agree to incorporate by reference the Benton County Inclement Weather/Emergency Closure Policy. Employees will be eligible for Inclement Weather/Emergency Closure pay whenever the Benton County Commissioners authorize a closure in accordance with the Policy. The Inclement Weather/Emergency Closure should be posted on the Benton County website.

ARTICLE 8 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

- 8.1 New employee is defined as a first-time employee or a former employee with one or more years separation from the Employer.
- 8.2 Effective the first of the month following the last signature on this Agreement or January 1, 2026, whichever is later, employees will be placed in accordance with the position listing in Appendix B, at the step that affords them an increase, prior to the

implementation of the 2026 Pay Matrix. Employees will maintain their current pay anniversary date.

Effective the first of the month following the last signature on this Agreement or January 1, 2026, whichever is later, the 2025 Pay Matrix will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office. The 2026 Pay Matrix is attached as Appendix B.

To be eligible for any pay increases, the employee must be employed by the Employer on the date of last signature on the agreement. Employees who are no longer employed by the Employer in this bargaining unit on that date are not entitled to any of the increases in wages and benefits.

8.3 Pay Plan Progression. Progression through the steps of the pay plan is subject to successful performance validated by a written annual performance review. Performance reviews are to be completed no later than 30 days prior to the employee's anniversary pay date. Anniversary pay date is defined as the date when an employee is eligible to move to the next step. An employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:

- A) The pay plan consists of nine steps to be referenced as Steps "1(A)", "2(B)", "3(C)", "4(D)", "5(E)", "6(F)", "7(G)", "8(H)", and "9(I)". Implementation of pay steps will be following either successful completion of the probationary period or successful completion of the normal performance review period. Eligibility for each step will be subject to a written performance appraisal 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 Administrator 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), based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Boards of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step 1(A), then the employee shall remain at that step for a minimum of six consecutive months or longer depending on whether the Employer determines that probation should be extended before becoming eligible to move to the next step 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 minimum of 1,040 hours or more before said employee may move to the next step.

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.

- C) Subsequent Pay Steps – In addition to successful 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 employee's performance improves to the satisfaction of the employer.

An employee denied advancement or denied continuation in any Step by reason of unsatisfactory performance or failure to maintain satisfactory service, will not be eligible for consideration for advancement for a period of up to 12 consecutive months from the date of denial. 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.

Step increase denials and the basis for denial are subject to the grievance procedure up to Step 2. If either party seeks to invoke Step 3 (final and binding arbitration) the outcome of such arbitration shall be advisory only and shall not be binding on either party except if the arbitration relates to the second denial for the same pay step.

- 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.

8.4 Promotion - Promotions are subject to the determination of the Administrator or designee and subject to prior approval by the Employer. An employee promoted to a new classification will be placed at the step in the new grade that gives the employee no less than a five percent increase. The promoted employee will be assigned a new pay anniversary date consistent with the date of promotion. An employee promoted to a 1(A) step is eligible for a step increase in six months from the new pay anniversary date.

8.5 Lateral Transfer - 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 (*i.e.*, if Step 3(C), employee stays at Step 3(C)).

8.6 Demotion - The movement of a bargaining unit employee from one position to another position (with reduced duties and responsibilities) at a lower grade (*e.g.*, Grade 5 to Grade

4). A demotion may be voluntary or involuntary. Demoted employees shall move to the Step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. The employee will be given a new pay anniversary date.

- 8.7 Out of Class Pay - Employees temporarily transferred to a position paid at a lower pay grade will remain at their current rate of pay. Employees shall be eligible for payment at a higher rate of pay when temporarily assigned to the full responsibilities of a position in a higher pay classification subject to the Employer's determinations of qualifications, performance, and extent of job responsibility fulfillment.

All temporary assignments will be made in writing at least 24 hours in advance, barring emergency circumstances as determined by the Employer. Prior to acceptance of such an assignment, employees will be provided direction regarding the work load assignments and expectations, and the expected duration of the assignment. The rate of pay for out of class assignments to a higher classification shall be determined according to Article 8.4 (Promotion).

ARTICLE 9 – INSURANCE BENEFITS

- 9.1 The Employer gives employees the opportunity to participate in health, dental, vision, 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 amount stated in Article 9.2 toward the employee's premium costs for the coverage selected. Employees may change their plan options annually during Benton County's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Benton-Franklin Counties Juvenile Guild has elected to have \$36,000 face value life insurance coverage provided by Washington Counties Insurance Fund (WCIF).

The Employer contributions indicated in Article 9.2 will be applied first towards 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 life, 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 a WCIF plan for medical coverage.
- A) 2026: Effective the first of the month following signature by all parties, or January 1, 2026, whichever is later, the Employer agrees to pay up to a maximum of \$1,240.40 per month towards medical, dental, vision, and life insurance coverage.

- 9.3 The Employer is not liable for direct payment of any insurance claims.
- 9.4 In accordance with the Employer’s medical/dental/vision/life insurance program requirements employees who elect to receive the Employer’s contribution towards any of these coverages must have those contributions applied to the Employer’s insurance programs. No employees can have the dollar amount contributions apply to any other insurance programs other than those provided by the Employer.
- 9.5 For UEBT coverage, the employee is eligible on the first of the month if they are a regular full-time employee, or eligible for healthcare coverage as required by state or federal law and had 40 or more compensable hours in the previous calendar month.

For WCIF coverage, if the employee is a regular full-time employee, WCIF coverage begins on the first of the month if they were hired on the first of that month. If hired after the first of the month, coverage begins on the first of the following month. If the first falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.
- 9.6 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 has 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.
- 9.7 WA Paid Family and Medical Leave Act. Employer will follow Washington State’s Paid Family and Medical Leave process and procedures as outlined by the governing authority.

ARTICLE 10 – HOLIDAYS

10.1 Legal holidays observed by the Employer are:

New Year’s Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans’ Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25 th
Christmas Eve	Last workday before Christmas

One Floating Holiday

Employee's discretion

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. Holidays are based on an eight-hour day.

- 10.2 Floating Holiday: Each employee shall be entitled to one floating holiday after completion of the probationary period. In order for the employee to use said floating holiday, they must obtain prior approval from the Employer. The floating holiday must be used within the calendar year. The floating holiday may be taken only in full. For employees hired before January 1, 2026, an unused floating holiday shall be paid to the employee upon separation of employment for any reason. For employees hired after January 1, 2026, the floating holiday has no cash value and unused floating holidays shall be forfeit upon separation of employment.
- 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 If a holiday should occur while an employee is on a paid leave such leave will not be charged for the holiday.
- 10.5 Detention Supervisors: Detention Supervisors will observe holidays on the actual day on which the holiday falls as set forth in Article 10.1 with the provisions of Article 10.3 not being applicable. Detention Supervisors scheduled to work on a holiday will be paid in accordance with Article 10.6. Detention Supervisors not scheduled to work a holiday will be paid eight hours of holiday pay. Detention Supervisors hired before January 1, 2026 may choose to bank the eight hours of holiday pay for each holiday identified in Article 10.1, up to a maximum of 120 hours.
- 10.6 Employees who work on the holiday (for Detention Supervisors, on the actual holiday; for other employees, on the observed day in accordance with Article 10.3) will receive only (a) time and one-half pay for each hour worked on the holiday (*e.g.*, starting on July 4th at 12:01 a.m. and ending at 12:00 midnight); and (b) eight hours of holiday pay. Employees will not receive any other pay or salary for the holiday or work on that day. There is no pyramiding of overtime and one and one-half holiday pay.
- 10.7 Employees will receive no holiday pay if the employee has accepted scheduled work on a holiday and fails to report to work except for an absence due to an authorized use of sick leave.

ARTICLE 11 – VACATION LEAVE

11.1 Vacation leave with pay is earned at the following rates depending on the employee's length of service with the Employer.

<u>Years of Service</u>	<u>Per Period Vacation Accrual</u>	<u>Annual Leave Hours</u>
1 through 5	4.62	120.12
6 through 10	5.54	144.04
11 through 15	6.93	180.18
16 through 19	7.62	198.12
20 and over	8.31	216.06

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 Only regular full-time and regular part-time employees who have successfully completed six months of service shall upon separation from the Employer for any reason, be compensated for accumulated vacation leave, subject to Article 11.5 below. In case of death all accumulated vacation leave is paid to the estate of the employee.

11.4 All requests for leave are subject to approval by the Administrator or designee. The employee with the greater seniority shall be given their choice of vacation in the event of a conflict regarding vacation scheduling. Supervisory personnel shall arrange vacation leave for employees on such schedules that will least interfere with the functions of the department.

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 value and shall be forfeit upon separation of employment, in accordance with Article 11.3.

11.6 An employee is eligible to cash out 20 or 40 hours of vacation leave if the employee has used a minimum of 80 hours 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.

ARTICLE 12 – SICK LEAVE

- 12.1 Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury.

In accordance with the cooperative spirit of the Agreement, the Guild and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the appropriate Guild President or designee regarding a specific problem.

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

- 12.3 Carryover Cap. Every January 1st, employees can carryover a maximum of 1,040 hours; provided, however, employees hired after June 1, 1995, may only be compensated upon separation from the Employer based on a maximum of 800 hours subject to the provisions of Article 12.7 below. The hours between 800 and 1,040 have no cash value and may only be used for a catastrophic illness.

- 12.4 Use. Sick leave may be used as accrued and may be taken pursuant to RCW 49.46 or 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 12.5: 40 hours maximum per death.
- G) Death of a friend or relative not meeting the definition of family member: eight hours maximum per death.

12.5 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.

12.6 Sickness shall be reported to the employer at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, the employee shall submit a leave form requesting approval for the leave so taken. Any employee who is off work due to illness in excess of three consecutive 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 three consecutive workdays are required to call the Administrator or designee weekly and are required to furnish progress reports of their health or illness condition.

Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence and if determined to be necessary by the Employer, may be required to provide a qualified health care provider's statement explaining that the employee is capable of performing the position's duties at normal levels of efficiency.

Should an employee become ill while on vacation and require medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes a certificate issued by a licensed physician or practitioner, or other satisfactory evidence of illness, if the requested sick leave is in excess of three days.

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

- A) Employees hired prior to January 1, 1994, will be paid for 50% of unused sick leave at voluntary separation, including retirement, from employment, 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 January 1, 1994, who voluntarily separate their employment, including retirement, under the Employer's retirement program shall receive payment, into the employee's VEBA account, for 25% of their unused sick leave, or to their estate upon death. For voluntary separation, including retirement, the employee must provide 14 days' notice of separation in order to be eligible for this payment.

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

ARTICLE 13 – LEAVE SHARING

13.1 Leave Sharing: The purpose of the program is to allow an employee to transfer any portion of their vacation leave, to another employee in need of such leave due to family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family and Medical Leave Act. Leave Sharing shall be implemented as provided in this Article.

13.2 Policy: The leave sharing policy 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 have:
 - i. 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 Unit/Department Managers for each party, and to the Administrator or designee. Each request shall include:

- i. The amount of vacation leave to be transferred;
 - ii. The names, signatures, and Units/Departments of the employees requesting 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 Administrator or designee for the donating employee. The Administrator or designee may request written confirmation from the recipient employee that they qualify for leave sharing under this Leave Sharing policy, including but not limited to a health care provider's statement confirming the need for the employee to be off work. If the transfer is approved, the Administrator or designee shall sign the request, and copies of the request shall be submitted to the Benton County Human Resources Department.
- E) The Administrator 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 form, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and notifying payroll when the transferee's need for transferred leave ceases.
- 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 by the receiving employee, any and all remaining transferred leave shall be returned in equal portions, if applicable, to the employee(s) donating the leave.
- G) Donation and return of vacation leave hours is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of those donating leave will be kept confidential to the extent possible under applicable laws.

ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY

- 14.1 **Approval:** An employee may be granted leave of absence without pay not to exceed 12 months. An employee must request such leave of the Administrator. The Administrator 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 an emergency. Prior to approval of such leave, the employee and Administrator shall reach a mutually

acceptable agreement regarding the date of return and if the Administrator determines it is possible the work position to which the employee will return.

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Employer.

- 14.2 Eligibility. To be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee's leave bank(s).
- 14.3 Benefits Continuation. While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases and the employee is eligible for benefits continuation under COBRA. If the employee is on unpaid leave for a major portion of a pay period, vacation and sick leave do not accrue, and the employee's anniversary date may be adjusted accordingly.
- 14.4 Release. If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.
- 14.5 Special Meetings and Training. Subject to the approval of the Employer an employee may be granted time off with or without pay to attend professional, technical institutes, conferences, and/or special educational training directly appropriate to the employee's position.

ARTICLE 15 – RETIREMENT

- 15.1 The Employer will continue to pay its contribution towards the Public Employees Retirement System for eligible employees in accordance with state statutes.
- 15.2 The Employer shall maintain its contribution towards Social Security for the employees covered by this Agreement in accordance with federal laws.

ARTICLE 16 – 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 sick leave to the first three workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated 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." If 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 is supplementing their time loss payments with accumulated leave or while covered under the FMLA, the Employer will continue to pay the Employer's contribution towards the employee's insurance premiums. If, however, the employee runs out of accumulated sick/vacation leave and FMLA leave, the employee 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 Benton County Human Resources; 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 Benton County Human Resources.

ARTICLE 17 – DISCIPLINE

17.1 The parties believe progressive discipline is a beneficial approach because it provides the employee with an opportunity to correct deficiencies and to improve their conduct. Management personnel may discipline an employee for just causes, inclusive of but not limited to:

- A) Neglect of duty
- B) Inefficiency
- C) Insubordination
- D) Incompetence
- E) Insolence
- F) Conviction of a crime that may affect work performance.
- G) Malfeasance or misfeasance of job requirements
- H) Misconduct
- I) Violation of Employer and/or departmental rules and/or regulations, whether written or oral
- J) Conflict of interest off-duty activities vs. job duties
- K) Excessive tardiness (two or more) and/or absenteeism (two or more) not protected by law
- L) Sexual harassment
- M) Violation of the Drug & Alcohol Policy or Procedures or Fit for Work Program
- N) Suspension and/or revocation of licenses, certifications, and any other prerequisites as required by the job and/or applicable laws.
- O) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

17.2 The degree of disciplinary action depends on the severity of the infraction. It is the responsibility of the Employer taking such action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. In order of increasing severity, the disciplinary actions which the Employer may take against an

employee are as follows:

- A) Verbal warning: The Employer will discuss the offense and warn the employee not to repeat the behavior and will document the occurrence by making a note in the employee's personnel file.
- B) Written reprimand: The employee will receive a signed letter from the Employer listing the violations and stating the corrective action that must be taken by the employee. If there is no recurrence of the conduct prompting discipline, records of oral and written reprimands shall be removed from the employee's personnel file after a one year period, following written request by the employee.
- C) Disciplinary Probation: The Employer has the right to use this disciplinary action as a further step for multiple written reprimands. The Employer shall notify the employee that they are on disciplinary probation for a specified length of time, not to exceed six months and provide a corrective action plan. An employee on disciplinary probation is on notice that further disciplinary actions against them could result in discharge or termination.
- D) Suspension without pay: An employee shall be suspended without pay when the offense is of a serious nature as determined by the Employer or warranted by progressive discipline. Such suspension without pay will not exceed 30 working days.
- E) Discharge or Termination: The Employer shall hold a pre-discharge conference or meeting with the employee at which time the employee shall be provided with written notice of the charges, an explanation of the evidence, and afforded the opportunity to respond. The purpose is for the employer to explain their perspective regarding the charges prior to the Employer finalizing disciplinary action.

17.3 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 (A) through (E) referenced in Article 17.2, but rather the Employer may choose any one and/or combination of said disciplinary actions.

17.4 The Employer may immediately warn, reprimand, suspend without pay, and/or discharge or terminate an employee for cause. The specified charges shall be made available to the employee and the Guild in writing at the Employer's office not later than one working day after the action became effective. In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, the Employer will notify the employee and the Guild representative of the alleged misconduct(s) and potential discipline in writing. At the conclusion of the Employer's investigation, the Employer will hold a pre-disciplinary meeting to provide the employee and the Guild

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 of the Employer. Thereafter, or concurrent therewith, 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 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 Guild representative is necessary for an oral and/or written reprimand.

- 17.5 Any disciplinary action of a non-probationary employee may be grieved through the grievance procedures.

Discipline shall be carried out in a private meeting with the employee having the right to representation. The actions taken shall be documented and signed by the Employer and employee. Employee's signature denotes acknowledgment and receipt of the reprimand.

- 17.6 Probationary employees may be discharged or terminated without just cause and without recourse at any time during the probationary period.

- 17.7 Administrative Leave: At the discretion of the Employer, an employee may be placed on administrative leave with pay pending investigation of allegations of misconduct, when such allegations compromise the ability of the employee to perform their duties, and when a substantial period of time will be required to complete an investigation or legal action. Such leave is not a disciplinary action and may not be appealed. If the charges are substantiated, the appropriate disciplinary action will be taken.

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. The parties will attempt to adjust such actions at the lowest level. 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 Guild or the Employer as to the correct interpretation and/or application of the terms and conditions of this Agreement.

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

- 18.4 Grievances shall be heard at any time where practical 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.
- 18.6 No grievance shall be valid unless it is submitted at Step 1 within 20 calendar days after the occurrence of the grievance or knowledge of its occurrence. Employer grievances shall be submitted at Step 2 within 20 calendar days after occurrence of the grievance or knowledge of its occurrence. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. The grievance document will indicate the facts involved in the grievance, the Article(s) of the contract violated, and the remedy sought. 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.
- 18.7 The grievance procedure shall be as follows:
Step 1:

The grievance shall be presented in written form by the aggrieved employee or their representative to the employee's Unit Manager within 20 calendar days after the occurrence of the grievance or knowledge of its occurrence. The aggrieved employee and/or their representative and Unit Manager will meet to discuss and attempt to resolve the issues within 20 calendar days after notification. Both parties may or may not be represented. If the matter cannot be resolved at Step 1, then the matter may be referred to Step 2.

Step 2:

If the grievance has not been resolved at Step 1, the aggrieved employee and/or their representative and/or the Unit Manager may refer the dispute to Step 2, within 20 calendar days of the response in Step 1. The grievance, in written form, shall be presented to the Administrator. The Administrator may choose to meet with the grievant and shall respond in writing to the aggrieved employee and/or their representative within 20 calendar days after receipt of the grievance. If the Employer files a grievance against an employee, or the Guild, it shall be presented to the Guild President within 20 calendar days per Article 18.6 above. The Guild President shall respond in writing to the Employer within 20 calendar days after receipt of the grievance.

Step 3:

A) FINAL AND BINDING ARBITRATION

If the grievance has not been resolved at Step 2, in accordance with the conditions set forth herein above, the Guild 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 by mail and email within 20 calendar days after the receipt of the Step 2 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 calendar 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 either party does not 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 first strike one name from the list of neutrals 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 an alternating order until each party has struck five names from the list. The remaining name shall be the arbitrator and will be so notified in writing by the party advancing the grievance to arbitration, copying the other party on the notice to the selected 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 of the hearing or from post hearing briefs. The parties may agree to other time frames.

E) LIMITATIONS, SCOPE AND POWER OF ARBITRATOR

- i. The arbitrator shall not have the jurisdiction 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 by either the Guild or the Employer.

- iii. The arbitrator will consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated, and the arbitrator will not have the authority to consider additions, variations and/or subsequent grievances beyond the initial grievance submitted at Step 1 or Step 2 per Article 18.
- iv. In conducting the hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel 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 the discipline of a Guild 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 after oral argument 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 summary 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 20 calendar days or less prior to the initial filing of the grievance.
- ii. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- iii. The arbitrator shall not have the authority to award punitive damages.
- iv. The expenses of the arbitrator will be split between the parties. Each party shall bear their own expenses of presentation of their respective cases.
- v. Either party may request that a transcript of the hearing be made. The party requesting such a record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the transcript, including without limitation, hearing costs, shall be shared equally.

- vi. In the event that either party evaluates and determines that the arbitration award was beyond the jurisdiction of the arbitrator, the award may be appealed to Superior Court.

ARTICLE 19 – PROMOTION, TRANSFER, LAYOFF AND RECALL

- 19.1 **Promotion:** It is the policy of the Employer to provide promotional opportunities to current qualified personnel. The Employer retains the right to select the individual best suited to the job requirements, considering skills, ability, past performance, seniority, and any other applicable factors. The provisions of Article 32, Job Vacancies and Posting, shall apply to the application procedure for promotions. Each bargaining unit member who applies for a promotional opportunity and meets the minimum requirements for the position, including any tests, scores, and interviews if applicable, will be interviewed for the position, unless the Administrator or designee assigns the position to an employee within the work unit under Article 32.1 (A).
- 19.2 **Lateral Transfer:** If the Employer determines a vacancy exists in a particular work unit, the Employer may allow employees in the same job classification and pay grade from any other work unit in juvenile operations to apply for a lateral transfer before the Employer opens the vacancy for applications under Article 32. The Employer will post the notice of lateral transfer opportunity, minimum and special requirements for the position, and the application requirements for the transfer at least three days prior to the closing date. Each employee who meets the minimum and special requirements for a position will receive an interview. The Employer has the right to select the individual determined is the best person for the job, taking into consideration skills, abilities, past performance, seniority, and any other applicable factors.
- 19.3 **Layoff and Recall**
- A) 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 a lack of work, lack of funds and/or reorganization.
 - B) The Employer shall give as much notice as practicably possible to designated employees within the affected job classification chosen for layoff.
 - C) The Administrator will lay off in order of seniority within the affected job classification. In a layoff, within an affected job classification, seniority with the Employer will be first consideration, seniority within the job classification will be the second consideration and seniority within the bargaining unit third. Employees who remain within the department must be able to fulfill job requirements. The determination as to whether remaining employees are capable of fulfilling job requirements shall be at the discretion of the Employer and shall not be grievable.

- F) No new employees within the laid off job classification shall be hired by the Employer until available employees placed on layoff have been offered re-employment, provided the layoff period does not exceed one year and that the employees keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by mail and email to the employee. The employee shall be deemed to have received notice within three days after the Employer mailed said notice. An employee so notified must indicate their acceptance of said re-employment within 10 days of receipt of notice and shall be back on the job within 30 days of acceptance of said offer or forfeit all call back rights under this Article.

- G) Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave provided all other provision 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 six months 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 AGREEMENT

- 20.1 This Agreement is effective January 1, 2026, except where otherwise indicated, and shall remain in effect until December 31, 2026.

- 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 the 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 term 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 – SAVINGS CLAUSE

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

ARTICLE 22 – SENIORITY

- 22.1 Seniority is defined as the employee's length of continuous service (not counting unpaid leave) with the Juvenile Justice Center in a benefited position. For lay off purposes, within an affected job classification, an employee's length of continuous service with the Employer shall be given first consideration, and the employee's length of continuous service in their current job classification shall be second.
- A) If an employee transfers from the Juvenile Justice Center to a position with either Benton County or Franklin County and returns to a position with the Juvenile Justice Center within one year, their prior continuous service will be credited for the purposes of seniority.
- 22.2 New employees do not have seniority until after successful completion of the probationary period, at which time they are added to the seniority list. All employees will be classified as regular employees upon completion of their probationary period.
- 22.3 Temporary employees are not entitled to seniority.
- 22.4 The Employer will provide an up-to-date seniority list when requested.

ARTICLE 23 – DUES DEDUCTIONS

- 23.1 Dues. The Employer agrees to deduct, once each month, dues from the pay of those employees who authorize in writing that such deductions be made. Dues deductions authorized by Guild employees shall begin the first day of the calendar month after authorization.
- 23.2 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Guild by written notice to the Guild and the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the written notice.
- 23.3 Termination of Employment. If employment terminates on or before the 15th day of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.
- 23.4 Fee Processing. The aggregate deductions of all employees shall be remitted, by EFT, to a Guild designated financial account, together with an emailed, itemized statement, to the Guild after such deductions are made. The Guild agrees to notify the Employer at least 30 days in advance of any increase in Guild dues.
- 23.5 Indemnification. The Guild agrees to indemnify, defend, and hold harmless the Employer from any liability resulting from any claims arising out of this dues deductions system due to errors knowingly caused by the Guild. If an improper deduction is made, the Guild shall

refund any over-deduction within 30 days directly to said employee. If a less than adequate deduction occurs, then the Employer shall deduct the appropriate amount from the next paycheck.

ARTICLE 24 – TYPES OF EMPLOYMENT

- 24.1 **Regular Employee:** All employees in the bargaining unit working full-time or part-time who have successfully completed their probationary period other than temporary employees.
- 24.2 **Full-Time Employees:** An employee working 40 hours per workweek.
- 24.3 **Part-Time Employee:** An employee hired in a regular position but working less than 40 hours per workweek. A part-time employee is only entitled to pro-rated sick leave, vacation leave, and paid holidays, and no other benefits.
- 24.4 **Probationary Employee:** An employee shall be on a trial basis during the first six months of full-time employment in the bargaining unit. An employee may be terminated without cause and without recourse during the probationary period. The Employer may elect to extend the probationary period for up to six months by notifying the employee in writing prior to the expiration of the probationary period. If an employee is granted a leave of absence or leave without pay during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.
- 24.5 **Trial Service Period:** An employee shall serve a three-month trial service period when changing positions due to a promotion or transfer. If the Employer determines that the employee is unable to satisfactorily perform the duties of the new position prior to the completion of the trial period, the employee shall be reinstated to their former position if a vacancy exists, or to a position of like status if a vacancy exists.
- 24.6 **Temporary Employee:** An employee hired for a specific period of time not to exceed five consecutive calendar months or five calendar months in a calendar year (or up to 867 hours in any 12 month period). Temporary employees are not entitled to fringe benefits described in this Agreement, *i.e.*, paid holidays, paid vacation, paid sick leave, medical insurance, etc., except as required by law. A five consecutive calendar month period satisfactorily worked, will count towards completion of the probationary period if the temporary employee is hired as a regular employee for the same or substantially similar work.
- 24.7 **Extended Temporary Employee:** A Temporary Employee in a position with an expected duration of more than five months and less than two years, usually for the purpose of completing a specific project, grant, seasonable work, etc. The Guild will be notified of extended temporary employees.

24.8 Interns and Volunteer Personnel: Personnel performing duties for the Employer who meet the following criteria:

- A) Interns:
- i. The training, even though it includes actual operation of the facilities of the Employer, is similar to that which would be given in a vocation school;
 - ii. The training is for the sole benefit of the trainees;
 - iii. The trainees do not displace current regular employees, but work under their close supervision;
 - iv. The Employer that provides the training derives no immediate advantage from the activities of the trainee; and on occasion their operations may actually be impeded;
 - v. The trainees are not necessarily entitled to a job at the conclusion of the training period; and,
 - vi. The Employer and the trainees understand that the trainees are not entitled to wages for the time spent in training.

ARTICLE 25 – NEPOTISM RESTRICTIONS

25.1 No more than one member of the family or one close relative shall be eligible for employment 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 interest of the Employer and interest of the employee in family harmony and/or in their common interests of the family or as close relatives.

25.2 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 sex neutral standard shall be used in making such a decision.

25.3 None of the foregoing regulations shall have any effect on persons employed at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.

25.4 Definitions:

- A) "Family member" means spouse or person living as spouse and children, whether natural, adoptive or step.
- B) "Close relative" means the natural, adoptive or step sibling, parent, siblings of parents, children of siblings, or a relative by marriage (*i.e.*, parent, sibling, or child-in-law).

ARTICLE 26 – DRUG FREE WORKPLACE

The parties agree that the safety and security of employees and clients is of utmost importance. To further that goal, those entrusted with the care and custody of the juveniles under the Juvenile Justice Court and Juvenile Detention Center must be free of the influences of alcohol and drugs. To that end, the Employer has adopted a Drug Free Workplace policy and procedure.

ARTICLE 27 – COURT AND MILITARY LEAVE

27.1 Jury and Court Duty: An employee shall be granted leave with pay while required to perform jury service or serve as a witness in a work-related criminal case.

- A) The employee will receive their normal daily earnings for jury service and court leave time.
- B) An employee shall report to work during all hours the employee is released from jury or witness service. If less than one hour remains from the time of such release to the end of their regular shift, the employee shall call their supervisor for instructions.
- C) When employees receive notice of jury duty they shall notify their supervisor within two working days of receipt of the notice.

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

ARTICLE 28 – PAYROLL PROVISIONS

Wages shall be paid bi-weekly via direct deposit, including the final paycheck at the discretion of the Auditor’s Office. If the Employer elects to change paydays and payroll systems, then 30 days’ notice of the implementation will be provided to affected employees.

ARTICLE 29 – EDUCATIONAL ASSISTANCE

29.1 The Employer may reimburse a portion of an employee’s tuition for pre-approved “off duty” classes and/or course in accordance with the following provision:

- A) The class and/or course is subject to prior written approval by the Administrator and will only be approved if funds are available within the limits of the Department’s current yearly approved budget.
- B) Any class and/or course shall be directly related and/or contribute to the employee’s present position or logical professional progression in the Juvenile Court classes and/or courses are considered directly related and/or contribute to the employee’s position, which decision is final and binding on all parties.
- C) All costs associated with the class and/or course will be prepaid by the employee after written pre-approval is received from the employer. A written receipt for the tuition only shall be presented to the employer within five days of payment to be retained for reimbursement at the end of the successful completion of the class and/or course.
- D) At the successful completion of the approved class and/or course, if the employee has received a passing final grade and/or a passing final grade and/or score (equivalent to a “B” or higher) and can present such documentation to the employer, the Employer will reimburse the employee as follows: classes and /or courses designated as directly related will be reimbursed at 80% of the tuition paid; and classes and/or courses designated as only contributory will be reimbursed at 40% of the tuition paid.
- E) Reimbursement shall apply to tuition based upon in-state resident rates. Any difference between resident and non-resident tuition rates shall be the responsibility for the employee.
- F) Employees leaving the Benton-Franklin Juvenile Justice Center employment are obligated to refund in full any funds received under this policy within the preceding 12 months. The Employer reserves the right to deduct such reimbursement from the employee’s final paycheck.

ARTICLE 30 – GUILD/EMPLOYER RELATIONS

- 30.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Guild and authorized representatives of the Employer.
- 30.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Guild and the Employer.

ARTICLE 31 – LABOR - MANAGEMENT COMMITTEE

- 31.1 The purpose of this Agreement is to ensure collective bargaining between the parties in order to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its employees.

In order to accomplish these goals, a Labor - Management Committee shall be established consisting of up to three Guild members chosen by the Guild and up to three Management members as chosen by the Employer.

- 31.2 The Labor - Management Committee shall schedule meetings at the written request of a member of the Labor - Management Committee. The Committee shall meet at mutually agreeable times, but not sooner than five working days from the date of the request, and not later than 15 working days from the date of the request, unless otherwise agreed by the parties. Requests shall be submitted to the Administrator, in writing, and shall include a written agenda for the requested meeting. Personnel matters relating to particular employees will not be open for discussion in the Labor - Management Committee meetings.

Disposition of matters covered in the Labor - Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of the contract between the Employer and the Guild but, shall approach the matter(s) at issue with a problem-solving effort.

ARTICLE 32 – VACANCIES/JOB POSTING

- 32.1 The filling and posting of vacant bargaining unit positions shall be subject to the following provisions:
 - A) The Administrator or designee 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. The Administrator or designee may laterally transfer an employee within the affected work unit to any vacant position in accordance with Article 19.2. If the Administrator or designee determines that said position may be filled by a current bargaining unit employee within the affected work unit other than through a lateral transfer, then a work unit notice of such opening will be posted

on one work unit bulletin board a minimum of five days prior to the closing date for applications. If sufficient applicants are not received, the Administrator or designee may use one of the alternative methods of posting outlined in this Article. "Work Unit" as used in this Article refers particular divisions within the Employer's operations; for example, Intervention Services, Community Supervision Services, Accounting, and Legal Process are distinct work units.

- B) If the Administrator or designee determines that said vacancy or new position may be filled by employees in other work units of Juvenile operations covered by this bargaining agreement, then the Administrator or designee may permit those employees to apply for said position. Notice of such openings shall be posted on all bargaining unit departmental bulletin boards in Juvenile Operations a minimum of five days prior to the closing date for application or, if sufficient applicants are not received, the Administrator or designee may use one of the alternative methods of posting outlined in this Article.
- C) If the Employer determines that said vacancy or new position may be filled by employees in other departments covered by this bargaining agreement or other Unions of the juvenile operations, then, the Employer may permit any employees to apply for said position. In addition to the above method of disseminating notice, notice of such openings shall be posted on the Employer's website a minimum of five days prior to the closing date for application or, if sufficient applicants are not received the Employer may use one of the alternative methods of posting outlined in this Article.

If the Employer determines that they wish to receive applications from the public for vacant positions, then the public and bargaining unit employees may make application in accordance with the following provision. Notice of such opening shall be published by listing on the Employer's website a minimum of 10 days' notice prior to the closing date of such vacancy applications.

- 32.2 A vacancy announcement will contain the position title and a brief description of the job duties, requirements, and procedure for applying for the vacant position (*i.e.*, submission of an application or resume, etc.).
- 32.3 The Employer has the right to select the individual determined the best person for the job. The number of applicants deemed sufficient shall be at the sole discretion of the Employer.

ARTICLE 33 – EXPENSE REIMBURSEMENT

- 33.1 Travel and training expenses are subject to the Employer's prior approval, consistent with Benton County Policy.

33.2 Loss of Personal Property: Repair or replacement of employee property lost or damaged while on duty is subject to approval by the Employer.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties indicate their agreement to the terms and conditions of this Agreement by their signatures below:

**BENTON-FRANKLIN COUNTIES
SUPERIOR COURT**

Signed by:
Jacqueline I Stam
8B65F94AC6BA4D3...
Presiding Superior Court Judge

**BENTON-FRANKLIN JUVENILE
COURT GUILD**

Signed by:
Brittney Roske
DB00102057D146B...
Brittney Roske, President

Signed by:
Gordon Thomasson
3DECF5D6FE4C5...
Gordon Thomasson, Juvenile Court Administrator

**BOARD OF BENTON COUNTY
COMMISSIONERS**

DocuSigned by:
Jerome Delvin
7ED07603289E486...
Chair

DocuSigned by:
Michael Alvarez
0000F57E04074E4...
Chair Pro Tem

DocuSigned by:
Will McKay
139987D784E74CF...
Commissioner

Constituting the Board of
Benton County Commissioners

Attest:

DocuSigned by:
Amanda Pearson
34625A973E034CE...
Clerk to the Board

Date: 12/16/2025

Approved as to form:

Signed by:
Reid Hay
7D2675FA0905430...
Reid Hay, Benton County DPA

**BOARD OF FRANKLIN COUNTY
COMMISSIONERS**

Chair

Chair Pro Tem

Commissioner

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date: _____

APPENDIX A – DETENTION SUPERVISORS

A. Work Periods and Shifts. The Detention Administrator shall have the right to implement work periods consisting of seven days, 14 days, or 28 days with work shifts of eight, 10, or 12 hours, based on the best interest of the Employer. The Guild shall receive 90 days' notice prior to any change from eight, 10, or 12 hours shifts that impact employees. If 10 or 12 hour shifts are implemented, this Agreement remains based on an eight-hour day including leave accruals and disciplinary suspensions.

1. When an eight-hour shift is implemented, employees will have a regular work schedule of five consecutive shifts per seven-day work period.
2. When a 10-hour shift is implemented, employees will have a regular work schedule of four consecutive shifts per seven-day work period.
3. When a 12-hour shift is implemented, one of the following will occur at the Employer's discretion:
 - a. One 12-hour Kelly day off per 28-day work period in exchange for six eight hour or five 10-hour days of training time to take place throughout the year, to be conducted on a squad's regular day off in a specified work period.

Employees earn 12 hours of Kelly-time each work period, allowing them to take a full 12-hour day off as Kelly time off each work period. Kelly time off will not be carried over from one pay period to the next. Kelly time off must be scheduled in advance to help ensure that employees get the Kelly time off each pay period and to minimize the impact on coverage.

Each squad will have five or six designated training days each year, depending on the squad's training plan for that year. The training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc.

A make-up training day will also be identified for any squad member missing the specified training day. Employees will only be given one opportunity for make-up. Failure to attend either the primary or make-up training will result in employees forfeiting one hour of vacation for each hour of training missed, to be deducted from their paid leave bank; provided, however, that in the event of employee illness on the make-up training day, the employee may opt to have up to eight hours of sick time deducted from their sick leave bank (in lieu of vacation), for one missed make-up training day per calendar year.

The training day can only be used for training.

There shall be no pyramiding of overtime and Kelly time. There shall be no automatically scheduled overtime as a result of normal 12-hour scheduling. Once Kelly time off is scheduled by the employee's supervisor and the employee has an unanticipated absence during the same work week (i.e. sick leave), every effort will be made to allow the employee to take sick leave for the unanticipated absence rather than Kelly time.

Kelly time, instead of other paid leave, will be used for an employee's unanticipated absence by mutual agreement of the employee and the supervisor.

If rescheduling Kelly time off is needed to maintain staffing levels and determined by the Detention Administrator or designee, absent mutual agreement, the Employer shall give the employee five calendar days' advanced notice.

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

B. Rest Periods. Employees shall be entitled to one 15-minute intermittent rest period during each four hours of a shift, taken at times mutually agreeable to the Employer and employee, as workload permits. Employees will be allowed a 30-minute intermittent meal period but shall not leave the facility unless prior approval is given by the Employer.

- a. The employee is responsible for notifying the Detention Manager or designee immediately upon determination that the employee is unable to make the necessary arrangements to take rest period as set forth in this section.
- b. The parties agree that when an employee approves their timesheet they are acknowledging that all rest periods have been taken during the time period recorded on that timesheet.
- c. The parties stipulate that this Rest Periods section is lawful and that Article 3 – Subordinate to Statutes does not invalidate this section.

C. Overtime. All hours worked outside of the regular work schedule are paid as overtime.

- D. Overtime Procedure. The Employer will maintain a voluntary overtime signup calendar for qualified employees. In the event overtime is needed the most senior employee signed up on the calendar will be offered the overtime based on overtime hours worked through the calendar year. If the most senior employee declines the offer of overtime the next senior person on the list will be offered the overtime. This process will continue until the list is exhausted. In the event no one is available on the overtime sign up calendar an "all call" will be sent out to all staff seeking volunteers to fill the overtime prior to mandating any employee to work the overtime. In the event mandatory overtime is used the most junior employee will be mandated to work the overtime. A list will be used to track mandatory overtime. The mandatory overtime list will progress from junior to senior based on the date of hire until every available employee works mandated overtime, at which point, the list will begin again based on the last day the person worked a mandatory overtime shift. The mandatory call list will be valid for six months and will be reset every year on January 1st and July 1st. The Employer will notify the Guild if any deviation is necessary.
- E. Vacation Scheduling. A vacation schedule shall be posted by October 1st of each year. By shift, starting with the most senior employee, each employee shall have 24 hours to select a vacation time. Bargaining unit employees will be allowed to make one selection of vacation on the first round, and again on the second round. Thereafter vacation will be selected on a first come, first served basis. All requests for vacation are subject to approval based on the operational, staffing, or safety needs of the facility, as determined by the Detention Manager or designee. The Detention Manager or designee will grant as many requests for leave as can be accommodated, in the order of receipt of each request, without compromising the operational and safety needs of the facility. Previously authorized leave may be modified or canceled if there is a necessity to do so to protect public safety, meet facility emergency requirements, and/or due to unanticipated personal emergency, as determined by the Detention Manager or designee. Vacation requests may be submitted at any time with reasonable notice to the Employer.
- F. Shift Trades. Employees shall be allowed to trade shifts by mutual agreement, subject to gender requirements as determined by the Employer. Shift trades shall be submitted to the Detention Manager or designee for approval in advance of the exchange. Such voluntary trades shall not result in overtime. The employee agreeing to the trade assumes all responsibility for the shift being traded.
- G. Daylight Saving Time. Employees who physically work during the daylight savings time conversion in the spring, the employee has the option to use one hour of vacation or compensatory time or to physically work an hour past the regular shift end time. For employees who physically work during the daylight savings time conversion in the fall, the Juvenile Administrator or designee may elect to authorize the accrual of one and one-half hours of compensatory time or payment of overtime.

APPENDIX B – PAY MATRIX

2025 Pay Matrix:

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
9	34.31	35.00	36.23	37.50	38.81	40.17	41.58	43.04	44.55
8	32.68	33.33	34.50	35.71	36.96	38.26	39.60	40.99	42.42
7	31.13	31.75	32.86	34.01	35.20	36.43	37.71	39.03	40.40
6	29.64	30.23	31.29	32.39	33.52	34.69	35.90	37.16	38.46
5	28.23	28.79	29.80	30.84	31.92	33.04	34.20	35.40	36.64
4	26.88	27.42	28.38	29.37	30.40	31.46	32.56	33.70	34.88
3	25.60	26.11	27.02	27.97	28.95	29.96	31.01	32.10	33.22
2	24.38	24.87	25.74	26.64	27.57	28.53	29.53	30.56	31.63
1	23.22	23.68	24.51	25.37	26.26	27.18	28.13	29.11	30.13

2026 Pay Matrix:

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
9	35.34	36.05	37.31	38.62	39.97	41.37	42.82	44.32	45.87
8	33.67	34.34	35.54	36.78	38.07	39.40	40.78	42.21	43.69
7	32.07	32.71	33.85	35.03	36.26	37.53	38.84	40.20	41.61
6	30.53	31.14	32.23	33.36	34.53	35.74	36.99	38.28	39.62
5	29.09	29.67	30.71	31.78	32.89	34.04	35.23	36.46	37.74
4	27.70	28.25	29.24	30.26	31.32	32.42	33.55	34.72	35.94
3	26.38	26.91	27.85	28.82	29.83	30.87	31.95	33.07	34.23
2	25.12	25.62	26.52	27.45	28.41	29.40	30.43	31.50	32.60
1	23.93	24.41	25.26	26.14	27.06	28.01	28.99	30.00	31.05

TITLE	GRADE
JUVENILE PROBATION COUNSELOR II	9
JUVENILE DETENTION SUPERVISOR	8
JUVENILE PROBATION COUNSELOR I	7
JUVENILE COURT LEGAL SPECIALIST	5
JUVENILE COURT SPECIALIST	5
ACCOUNTING ASSOCIATE	4
ADMINISTRATIVE ASSOCIATE	4
JUVENILE COURT LEGAL ASSOCIATE	4
JUVENILE COURT ASSOCIATE	4
ACCOUNTING ASSISTANT	2