

RESOLUTION 2025-763

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2026-2028 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING ROAD DEPARTMENT EMPLOYEES

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Road Department employees, for the 2026-2028 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the 2026-2028 Collective Bargaining Agreement between Benton County and Teamsters Local 839, representing Road Department employees as negotiated and are authorized to sign the same.

Dated this _____ 9th _____ day of _____ December _____, 2025.

DocuSigned by:

Jerome Delvin

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Chair of the Board

DocuSigned by:

Michael Alvarez

D6C8F57E34874E4...

Chair Pro Tem

DocuSigned by:

Will McKay

135087D784E74CF...

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

DocuSigned by:

Amanda Pearson

34825A975E034CE...

Attest.....

Clerk of the Board



2026 - 2028 AGREEMENT

Between

BENTON COUNTY

and the

**TEAMSTERS LOCAL 839, WAREHOUSEMEN,
GARAGE EMPLOYEES, AND HELPERS UNION**

Representing ROAD DEPARTMENT EMPLOYEES

cc: Local 839
Board of County Commissioners
Prosecuting Attorney's Office
Public Works
County Administrator
Human Resources
Payroll

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PREAMBLE

THIS AGREEMENT is entered into by and between the International Brotherhood of Teamsters, Warehousemen, Garage Employees and Helpers Union, Local 839, hereinafter called the "Union," and the Board of Commissioners of Benton County (Board), on behalf of Benton County, a municipal corporation, hereinafter called the "County" or "Employer."

This Agreement, made under chapter 41.56 RCW, covers Maintenance Worker, Mechanic, Sign Technician, and Inventory Clerk positions in the Benton County Public Works Department in positions covered by this Agreement.

Further, the Union and the Board, in accordance with chapter 41.56 RCW, agree to establish terms and conditions governing wages, hours and conditions for the maintenance employees of Benton County Public Works Department in accordance with this contract and appendices.

ARTICLE 1 – SUBORDINATE TO STATUTES

This Agreement will in all respects, whenever the same may be applicable, be subject and subordinate to the ordinances or resolutions of the Employer and will further be subject and subordinate to the statutes of the State of Washington and the United States.

ARTICLE 2 – EMPLOYEE RIGHTS

- 2.1 An employee shall have the right, upon request, to inspect their personnel file in Human Resources at a reasonable time during the workday. Said request will be granted not later than two business days. No material referring to the employee's competence will be placed in the file without the employee having the opportunity to sign and attach their comments. A copy of any entry to their file will be given to the employee.
- 2.2 The off-duty activities of an employee will not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.
- 2.3 **Bulletin Boards:** The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer will have the right to discontinue the availability of said Union bulletin board. Road Department written policies will be signed by the Public Works Director or designee, and a copy will be sent to the Union.
- 2.4 Employees may and are encouraged to report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.

- 2.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, an employee whose work assignment is affected will be notified by circulating memorandum, and the new rule or procedure will be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, will be resolved through the grievance procedure.

Notice of new positions or job vacancies will be posted on the Employer's web site.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addenda to this Agreement and/or Memorandums of Agreement, will be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
 - B. The right to schedule all work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest in a manner that is not inconsistent with the terms and conditions of this Agreement.
 - 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 set forth in the Discipline Article.
 - E. The right to make all determinations as to the size and composition of the work force and the right to make all assignments of employees to work locations and shifts.
 - F. The parties understand that incidental related duties connected with operations, not enumerated in classification descriptions, shall nevertheless be performed by

the employee when requested by the Employer in a manner that is not inconsistent with the terms and conditions of this Agreement.

G. 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 is a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.

3.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced by the officials, in this case, the Public Works Director, and the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

ARTICLE 4 – NO STRIKE CLAUSE

4.1 Neither the Union nor the employee shall cause, condone, or participate in any strike or work stoppage or other interference under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employer employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. The employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the Employer.

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

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

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 Work Day. The normal work hours are eight or ten hours. The normal work hours will be between 6:00 a.m. to 6:00 p.m. The County may adjust the working hours of the employees for the convenience of the County and the public. Employees may request, and the Public Works Director, or designee may consent, to work hours starting before 6:00 a.m. or ending after 6:00 p.m.

5.2 Work Week: The normal workweek, as determined by the County, may consist of five eight-hour days, four 10-hour days, or a combination thereof, Monday through Friday.

A minimum of two weeks' notice will be provided when changing between an eight-hour and 10-hour work day. This notice period will not apply if the change is by mutual agreement of the parties (Public Works Director or designee and Union).

The seven-day work period starts on Sunday (12:01 a.m.) and ends on Saturday night (midnight).

- 5.3 Rest and Meal Periods: All employees shall be granted one 15-minute rest period during each one-half work shift. The rest periods shall be taken as near the middle of the one-half shift as possible. A 30-minute, unpaid, uninterrupted, meal period will be taken by employees as close to the middle of the workday as possible, but no later than the fifth working hour.
- 5.4 Scheduling Work: The County may reschedule employees to work a different working day due to unavoidable and/or unanticipated circumstances as determined by the County, provided that said employees and Union would be entitled to as much notice as practicable under the circumstances, but in no event less than 48 hours' notice. Rescheduled workweeks, workdays, and work hours with more than one calendar weeks' notice, will not constitute overtime unless it results in work in excess of 40 hours in any work week as adjusted.
- 5.5 Emergency Situations: An emergency situation is an incident or condition or circumstances generally injurious to public safety or health that requires the response and services of public works. The County shall be the sole determiner of whether an emergency situation exists. In such events, the County may require all or some employees to report and/or remain on duty to be prepared for trouble calls or to perform work.

The County will make a reasonable effort to provide notification to employees of an emergency that requires call out. Employees required to work outside of the normal hours of work will be paid for all such hours worked in accordance with the overtime requirements of this agreement.

An employee taking emergency calls, or called to work outside regular hours, shall receive pay at the applicable overtime rate for actual time worked, with a minimum call out time of two hours.

- 5.6 Overtime: Work in excess of 40 hours in any one week, or the scheduled workdays of eight hours or ten hours in a work day, will constitute overtime and will be paid for at two times the hourly rate.
- 5.7 Acting Supervisor Pay: When a Mechanic III, Maintenance Worker III, or Sign Technician III is asked to fill-in for a supervisor outside of the employee's regular work hours with less than 24-hour notice (*i.e.*, in case of the supervisor's illness, family emergency, etc.) the employee will be paid time and one half their regular rate of pay for actual time worked in excess of eight hours per day. However, the provisions of Section 5.5 above will apply

if the work performed by the employee filling in for the supervisor is performed under the conditions outlined in that section.

ARTICLE 6 – WAGES

- 6.1 Negotiated increases to the pay matrix reflected in contracts years will be administered in accordance with the following provisions:
- A. Effective January 1, 2026, or the first of the month following the date of the last signature on this Agreement, the 2025 Pay Matrix will be increased by two and three-quarters percent.
 - B. Effective January 1, 2027, the 2026 Pay Matrix will be increased by two and one-half percent.
 - C. Effective January 1, 2028, the 2027 Pay Matrix will be increased by two percent.
 - D. To be eligible for any pay or benefits increases, the employee must be employed by the Employer in a position covered by this agreement on the date of ratification of the agreement by the Board of County Commissioners. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are not entitled to any of the increases in wages and benefits.
 - E. The formula, calculations, and the method for applying the percentage increase to the applicable salary schedule shall be determined and established by the Board of County Commissioners Office.
- 6.2 The parties recognize that pension diversions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 13.2 of this Agreement are a portion of the total economic wage package and are included in the wage rates set forth in the Pay Matrix. Therefore, when comparable salaries are utilized, these pension diversions are included in the wage rates. Likewise, when increases in the pay matrix are factored, these pension diversions are included in the wage rates when any calculation is performed.
- 6.3 The pay plan will be administered 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 commence following either successful completion of the probationary period or the performance review period. Eligibility for such steps will be subject to the

completion and issuance of a written appraisal establishing successful completion of the probationary period, or performance review period for a step increase.

- B. Entrance Pay Rate: Persons selected to fill vacant positions may be hired by the Public Works Director or designee at pay Step 1(A) or 2(B) of the appropriate pay grade for the classification in which they are hired. Persons selected may be paid at a higher 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 Board of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step 1(A), they will be paid at Step A for a period of six months or successful completion of probation, whichever is later. On successful completion of probation, the employee will be moved to Step 2(B).

If an employee begins at Step 2(B) or above of the pay plan, the employee will remain at that step for a minimum of 12 consecutive months before becoming eligible to move to the next step subject to successful completion of their probationary period as confirmed in writing.

- C. Subsequent Pay Steps: In order to be eligible for subsequent steps from Step 2(B) to Step 9(I), an employee will serve a minimum of 12 consecutive months within a step before becoming eligible to move to the next step. Eligibility for movement will be subject to a successful job performance based on the issuance of a written performance appraisal. A step increase will not be withheld if the employee does not receive a performance appraisal.
- 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.
- E. An employee denied advancement by reason of unsatisfactory performance will be given a written statement by the Public Works Director or designee explaining the reasons for the denial of the step increase. The employee will not be eligible for further consideration for a period of up to 12 consecutive months from the date of denial, as documented in the notice of denial. Denials and the basis for denial are subject to the grievance procedure up to Step 3. If either party seeks to invoke Step 4 (final and binding arbitration), the outcome of such arbitration shall be advisory only; except if the arbitration relates to a second denial for the same pay step.

- F. Promotion: Promotions are subject to the determination of the Public Works Director or designee. The employee will be placed at the step in the new grade that gives the employee no less than a five percent pay increase. The employee will be given a new anniversary date for step increases. An employee promoted to an 1(A) step is entitled to a step increase in six months.
- G. Demotion: An employee who moves to a lower pay grade shall move to the step in the lower grade that results in the smallest decrease in pay, except when the demotion is associated with disciplinary action. A demotion may be voluntary or involuntary. The employee will be given a new anniversary date for step increases.
- H. Mechanic staff are encouraged to seek out ongoing training to support their knowledge, skills, and abilities directly attributable to their work at the County. To support this goal the Employer offers a one grade increase for any mechanic who completes the training and acquires certification as an ASE Master Mechanic in either Cars & Light Trucks or Medium-Heavy Truck. The increase will be from the employees' current grade and step to the same step one grade higher. The increase will remain in effect if the employee maintains the certification. If the employee loses the certification for any reason the increase will be withdrawn. The increase cannot be compounded, i.e., certification in more than one category does not result in additional grade increases. Certified positions and associated grade increases are reflected in the job titles listed in Appendix A.
- I. Maintenance staff are encouraged to seek out on going training to support their knowledge, skills, and abilities. To support this goal \$25.00 per pay period will be offered to full time non-probationary employees in a Maintenance Worker classification who successfully complete the training and acquire spray license certification. The increase will remain in effect if the employee maintains certification. If the employee loses the certification for any reason, the increase will be withdrawn.

6.4 The Employer will pay the cost of medical examinations and commercial driver's license renewal fees (not the renewal fee for regular driver's license) for employees who are required to carry commercial driver licenses as a condition of employment.

- A. The County will maintain a contract with a local health care provider for required medical examinations. Expenses for examinations scheduled with the County's contracted provider will be billed directly to the County.
- B. Employees who choose to use their own provider will be reimbursed for incurred out-of-pocket expenses after payment by health insurance. Funds expended by the employee will be reimbursed when the employee provides documentation

proving that the costs have been incurred (for medical examinations, the employee must provide the Explanation of Benefits from the insurance company).

- C. If an appointment for a medical examination is during business hours, the employee will be allowed two hours for the medical examination, after which time the employee must use sick leave for time taken off work for the examination.

6.5 Work/Equipment Assignments: The Employer will make work/equipment assignments in accordance with the following procedure, which applies in both the Kennewick shop and the Prosser shop:

- A. the Employer will take into consideration the employee's seniority subject to the Employer's determination as to whether or not the senior employee has sufficient knowledge, skills, abilities and qualifications to efficiently and productively perform the work; and
- B. the Employer will strive to give less senior employees sufficient "stick time" to serve as training, to strive to obtain for the employee a competent level of knowledge and experience on assignments in that job classification description; and
- C. the Employer will strive to give assignments to the most senior employee when consistent with the above.

6.6 Work In Higher Classification: Employer Road personnel who are specifically assigned to perform work in a higher classification, within the bargaining unit, will receive an additional flat rate pay of \$30.00 per shift. The Employer will determine the length of the temporary assignment to a higher classification and upon completion of those tasks as determined by the Employer, said employee shall return to the prior classification and pay.

The Employer will take into consideration the employee's seniority with regard to the performance of higher classification work and the assignment of work subject to the Employer's determination as to whether or not the senior employee has sufficient skills, abilities and qualifications to efficiently and productively perform the work.

The specific assignment to perform higher classification work shall be applicable to not only each area, but the county as a whole as determined by the Employer.

There is no automatic progression from one classification to another (vertical progression).

6.7 Temporary Assignments: An employee who is regularly assigned to one work location (*i.e.*, the Prosser shop or the Kennewick shop) and who is temporary assigned to work in

the other work location will be permitted to check in at the employee's regular work location and pick up an Employer vehicle to drive to the temporary work location, in which case the employee's work day begins when they arrive at the regular work location to pick up the Employer vehicle.

ARTICLE 7 – MEDICAL, HOSPITAL AND LIFE INSURANCE

7.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in Section 7.2 below. Employees may change their plan options annually during Open Enrollment. All employees are required to participate in the Employer's designated life insurance plan.

The Employer contributions indicated in Section 7.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

7.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) and a Washington Counties Insurance Fund (WCIF) plan for medical insurance coverage, UEBT Dental D8, UEBT Vision Plan V8, and \$24,000 life insurance to the Union members.

- A. 2026: Effective the first of the month following the date of ratification by all parties, the Employer agrees to pay \$1,238.60 per month.
- B. 2027: Effective January 1, 2027, the Employer agrees to pay the Employer sponsored health and welfare premium increase up to five percent based on the 2026 baseline of \$1,238.60 , then the employee picks up 100% of any and all other increases for health and welfare. In the event the premium decreases, the employer contribution will also decrease in that amount.
- C. 2028: Effective January 1, 2028, the Employer agrees to pay the Employer sponsored health and welfare premium increase up to five percent based on the 2027 baseline, then the employee picks up 100% of any and all other increases for health and welfare. In the event the premium decreases, the employer contribution will also decrease in that amount.

7.3 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 (worked, vacation, sick leave, holiday pay) in the previous calendar month. If the employee elects WCIF, the eligibility of the employee for insurance benefits follows the insurance company’s eligibility rules.

7.4 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 UEPT and had at least 40 or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following termination. WCIF coverage ends the last day of the last month of employment.

7.5 Effective January 1, 2027, the Employer agrees to pay \$125.00 per employee, per month, toward premiums for the Retiree’s Welfare Trust (RWT) RWT-Plus XL Plan.

Effective January 1, 2028, the Employer agrees to pay \$150.00 per employee, per month, toward premiums for the RWT-Plus XL Plan.

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

7.7 The Union and the employees will indemnify and hold the Employer harmless from all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. All disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.

ARTICLE 8 – LEGAL HOLIDAYS

8.1 Effective each year of the Agreement, the following are holidays with pay:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September

Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th

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

Employees are entitled to the one floating holiday annually after completing six months of employment. Employees must receive their supervisor's approval before taking their floating holiday. The floating holiday may be taken only in full. For employees hired after January 1, 2026, floating holidays not used at the time of employment separation are forfeit and have no cash value.

Holiday pay will be calculated on the basis of an eight-hour day. Whenever the County implements a 10-hour workday, employees have the option of using vacation pay or leave without pay (LWOP) to fill the balance of any holiday calculated on the basis of an eight-hour day.

- 8.2 If any holiday falls on Sunday, the following Monday will be taken off. If any holiday falls on a Saturday, the preceding Friday will be taken off. Whenever the County implements a 10-hour workday and a legal or observed holiday falls on the weekday not normally worked, the preceding workday will be observed as the holiday.
- 8.3 Holiday Work Compensable: Any work performed on a holiday listed in this agreement shall be paid for at the employee’s overtime rate of pay in addition to the holiday pay, provided that there should be no pyramiding of overtime. The highest rate earned for holiday work shall be the overtime rate of hours worked, plus holiday pay for the holiday (2.0 x employee’s regular rate of pay + holiday pay).

ARTICLE 9 – VACATION

- 9.1 Effective the first of the month following full execution of this Agreement, vacation pay is earned at the following per pay period rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Per Period Vacation Accrual</u>
1 through 5	4.75
6 through 10	5.75

11 through 15	7.00
16 through 19	7.75
20 and over	8.50

- 9.2 Accrual. Accruals are based on the employee’s length of continuous service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period.
- 9.3 Use. Usage of vacation leave is subject to request by the employee and subject to prior approval by the Employer, provided the approval or denial of requested vacation leave will be uniformly applied. When the need for leave is unforeseeable, the employee may request use of vacation leave after the start of their shift, and the Employer may approve or deny the request.
- 9.4 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 280 hours. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 280 hours effective January 1 of the subsequent year.
- Hours accumulated in excess of 240 hours have no cash out value and shall be forfeit upon separation of employment, in accordance with Article 9.6.
- 9.5 An employee is eligible to cash out 20 or 40, or 80 hours of vacation leave if the employee has used a minimum of 80 hours of vacation leave since January 1st of the current calendar year, through October of that year. This cash out will be paid with the first paycheck in December. Vacation donated under leave sharing will be included in the 80 hours used to qualify for a cash out.
- 9.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service or regular part-time employees who have completed 1,040 hours of service will, upon separation from Benton County for any reason, receive compensation for accumulated vacation leave, not to exceed 240 hours.
- 9.7 The Public Works Director, or their designee will approve vacation leave time for the employees on such schedules which will least interfere with the functions of the department. The minimum vacation leave time frame for usage is four hours of vacation time. If the time is taken at the beginning or end of the shift and is requested in accordance with Section 9.3, then the minimum vacation leave time frame for usage may be one hour of vacation time.

9.8 Part Time Employees. For part time employees, as defined in Article 21, vacation accrual will be prorated based on the Full-Time Equivalent (FTE) of their position.

ARTICLE 10 – SICK LEAVE

10.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period. Sick leave hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of County paid leave time) in the pay period. Part time employees, as defined in Article 21, will accrue sick leave based on the FTE of their position.

10.2 Use. Sick leave may be used as accrued, but shall not be used until after the completion of one month of continuous employment and may be used for the following reasons, where the facts are established by the Employee's supervisor:

- 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 family member as defined in Article 10.4: five days maximum per death
- G. Death of a friend or relative not meeting the definition of family member: one day maximum per death.

10.3 All employees may accrue up to a maximum of 1,040 working hours of sick leave. However, employees may only be compensated upon separation from the Employer based on a maximum of 800 hours subject to the provisions of Section 10.6 below.

10.4 Family member is defined as a child, parent, spouse, registered domestic partner,

grandparent, grandchild, sibling, or any individual who regularly resides in the employee's home where the relationship creates an expectation of care.

- A. Child: Biological, adopted, or foster child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent.
- B. Parent: Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian or an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

10.5 Sick leave shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Any employee who is off work due to illness in excess of five work days may be required to provide a qualified healthcare provider's verification of the illness as well as their qualified healthcare provider's approval to return to work.

- A. Employees on sick leave in excess of five work days without an identified return date are required to furnish progress reports of their health or illness condition.
- B. 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, will be required to provide a qualified healthcare provider's statement explaining that the employee is capable of performing all duties contained in the classification description and that the employee is capable of performing those duties at normal levels of efficiency.

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

- A. Employees who voluntarily separate their employment or regularly retire from Benton County under the County's retirement program, shall receive payment for 25% of their unused sick leave up to a maximum of 800 hours, provided the employee has given 14 days' notice of separation. In the event the payment is more than \$3,000 the employee may choose a \$3,000 cash payment or the full amount will be deposited into the employee's HRA VEBA account.

10.7 Family and Medical Leave: The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy. In addition, the Employer provides Washington Family Care Act

leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Family Leave Act leave, in accordance with State law.

10.8 Employer will follow Washington State's Paid Family and Medical Leave process and procedures as outlines by governing authority.

ARTICLE 11 – LEAVE SHARING

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

11.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.

11.3 Policy: Leave sharing shall be implemented as follows:

A. The recipient employee shall exhaust all accrued paid leave or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred vacation leave.

B. The transferring party must either:

1. Have taken at least 40 hours of vacation leave in the previous 12 months;
or

2. Have no less than 40 hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of vacation leave will be submitted on a Voluntary Transfer of Vacation Request form to the Public Works Director or designee. Each request will include:

1. The amount of leave to be transferred; and

2. The names, signatures, and offices/departments (if applicable) of the employees requesting and receiving the transfer; and

3. 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 Public Works Director, or designee. If the transfer is approved, the Public Works Director, or designee will sign the request and submit it to the Human Resources Department.
- E. The Employer is responsible for monitoring the use of transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases.
- 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. If the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of employees donating leave will be kept strictly confidential to the extent possible under applicable laws.

ARTICLE 12 – LEAVE OF ABSENCE WITHOUT PAY

12.1 **Approval.** An employee may be granted leave of absence without pay not to exceed three months. An employee must request such leave of the Public Works Director, or designee. Such department director or designee may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave or as soon as practicable in the event of an emergency. Prior to approval of such leave, the employee and the Public Works Director, or designee will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave will operate to the detriment of the department's service. The Employer may renew a leave of absence without pay.

- 12.2 Benefits Continuation. While on a leave without pay that is not FMLA leave, the Employer's insurance contribution ceases, except as required by law, and the employee is eligible for continuing benefits under COBRA. 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.
- 12.3 Eligibility. Other than a disciplinary suspension without pay, no leave without pay will be granted to any employee until they have first utilized all vacation leave accruals. If the reason for the 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 except as prohibited by law. Such leave will not be granted for the purpose of the employee gaining personal advantage or profit.
- 12.4 Release. If the employer determines that there is need for such information, the employee must present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 13 – PENSIONS AND RETIREMENT

- 13.1 Public Employees Retirement System: Employees shall participate in the Public Employees Retirement System as set forth in applicable statutes.
- 13.2 Teamsters Pension: Employees have elected to divert by way of wage diversion the amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and wage diversion. The diversion shall be \$1.02, plus \$0.48, equals \$1.50 (\$1.02 + \$0.48 = \$1.50). There is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer make any contribution.

ARTICLE 14 – COMPENSABLE ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in their absence from work will be permitted to apply accumulated sick leave to the first three workdays of the absence, less any time loss compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated sick leave and/or vacation leave will apply toward the base wage difference between the time loss payment and their normal base wage. This process 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 for the majority of a pay period, the employee will not accrue vacation or sick leave. While the employee has sick leave and/or vacation leave available, and/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 sick/vacation leave and FMLA leave, they will be eligible for continuing benefits under COBRA and the Employer's insurance contribution will cease. While on workers compensation, an employee's time loss pay will be administered by the Human Resources Department; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis.

ARTICLE 15 – DISCIPLINE

- 15.1 The Employer may warn, reprimand, suspend without pay, demote and/or discharge an employee for just cause, inclusive of but not limited to, neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or departmental rules and/or regulations, violation of no strike clause, conflict of interest (off duty activities vs. job duties), carrying unauthorized passengers, abuse of sick leave, and such other causes which normally serve as a basis for discipline in labor and personnel relations.
- 15.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:
- A. Verbal warning;
 - B. Written reprimand;
 - C. Suspension without pay;
 - D. Demotion;
 - E. Discharge or termination.
- 15.3 The Employer may take any of the disciplinary actions delineated in Section 15.2 above without regard to the order in which the disciplinary actions are set forth. The Employer may choose any one and/or a combination of said disciplinary actions.
- 15.4 The Employer may immediately warn, reprimand or suspend without pay an employee. For demotions and/or terminations, the employer will provide the specified charges to the employee in writing and at a pre-termination meeting at the Employer's office. The employee and Union representative will be provided an opportunity to respond to the charges. Thereafter, the employer will decide what disciplinary action will be taken.
- 15.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer for any reason at any time during the probationary period. Said probationary employee will not have any recourse to the grievance procedure.

- 15.6 All letters of reprimand, suspension, demotion and/or discharge will be signed by the Public Works Director or designee and sent to the Union.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.
- 16.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the employer as to the correct interpretation and/or application of the terms and conditions of this Agreement. If possible, the grievant will identify the applicable contract article or policy in the written grievance.
- 16.3 Through the procedure set forth in this Article, a grievance may be presented by an employee, the Union or the Employer with either party accompanied by a representative, if desired.
- 16.4 Grievances shall be heard at reasonable times.
- 16.5 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 specified, unless an extension of time is mutually agreed to in writing.
- 16.6 No grievance shall be valid unless it is submitted at Step 1 within 10 calendar days after the occurrence of the grievance or knowledge of its occurrence, except that a grievance initiated at Step 2 must be submitted within 20 calendar days, as set forth below. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, the final resolution of the grievance shall be in accordance with the last responding party.
- 16.7 The grievance procedure will be as follows:

Step 1:

The grievance shall be presented in written form to the Division Manager within 10 calendar days after the occurrence of the grievance or knowledge of its occurrence. The Manager shall respond to the employee's written grievance within 10 calendar days after receipt of the grievance.

Step 2:

If the grievance still remains unresolved, it shall be presented to the Public Works Director in writing within 20 calendar days after the response of the Manager. The Public Works Director shall schedule a meeting within 10 calendar days with involved parties and attempt to resolve the grievance. Participation in this meeting is optional and discussions or proposals shall not be admissible in any arbitration or other proceeding.

The Public Works Director shall respond to the aggrieved employee and the Union, in writing, within 20 calendar days of the grievance meeting.

A grievance filed by the Employer or the Union may be initiated at Step 2, in writing, within 20 calendar days after the occurrence of the grievance or knowledge of its occurrence. Thereafter, the party receiving the grievance shall respond in writing to the grieving party within 20 calendar days after receipt of the grievance.

Step 3:

If the grievance still remains unresolved, it shall be presented to the County Administrator in writing within 20 calendar days after the response of the party receiving the grievance. The County Administrator may choose to meet with involved parties, and shall respond to the aggrieved employee, the Union, and the Public Works Director, in writing, within 20 calendar days.

Step 4:

- a. Binding Arbitration: If the grievance has not been resolved at Step 3, in accordance with the conditions set forth hereinabove, the Union or the Employer may refer the dispute to final and binding arbitration.
- b. Notice -- Time Limitation: The Union or the Employer shall notify the other party, in writing, of submission to arbitration within 20 calendar days after the receipt of the Step 3 response.
- c. Arbitrator -- Selection: After timely notice, the parties will select an arbitrator in the following manner:
 - i. The parties will attempt to select an arbitrator within 20 calendar days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter will be at the earliest possible date. If the parties cannot agree upon an arbitrator, selection will occur through the procedure as contained in Section (c.)(ii) below.

- ii. In the event either party does not agree on an arbitrator, then in that event, 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 party advancing the matter to arbitration will strike one name from the list and communicate the choice to the other party. The other party will 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 will be the arbitrator and will be so notified in writing by the party advancing the grievance to arbitration, copying the other party with the notice.

- d. Decision -- Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision will be rendered within 30 calendar days, unless an extension of time is agreed to at the conclusion of the hearing.

- e. Limitations, Scope and Power of Arbitrator:
 - i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the terms and/or provisions of this Agreement.
 - ii. The power of the arbitrator is limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.
 - iii. The arbitrator 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.
 - iv. Following the conclusion of the hearing, the parties will submit post-hearing briefs in lieu of oral argument, unless both of the parties agree to an alternative.

- 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 shall not have the authority to award punitive damages.
- iii. In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court.
- iv. Each party hereto shall pay the expenses of its own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally all expenses and costs of the arbitrator. The party advancing a grievance to arbitration or filing a matter with PERC, shall timely notify the arbitrator, or PERC as appropriate, when a mutually agreeable resolution involving the parties is obtained, requiring the cancellation of notice of the hearing. When a party failing to do so triggers additional costs, including arbitral fees, that party shall be solely responsible for all of these additional fees, which could have been avoided upon timely notice to the arbitrator, or PERC as appropriate, upon the arbitrator's or PERC's timely receipt of settlement and hearing cancellation notice.
- v. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- vi. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

ARTICLE 17 – LAYOFF AND RECALL

- 17.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of a lack of work, lack of funds and/or reorganization.
- 17.2 The Employer will give 14 calendar days written notice to designated employees.
- 17.3 When the Employer determines that a layoff is necessary, then the Employer will determine the number of employees within the affected classification within the department to be laid off. The Union's area representative will be notified of the number of employees within the affected classification designated for reduction as soon as said determination is approved by the Board of County Commissioners. When the Employer determines which classification and affected employee or employees will be laid off, the

Employer will give equal consideration to the employee's seniority within the department, qualifications, ability, and competence.

- 17.4 Full time employees laid off will be eligible for reinstatement for a period of one year. No new employees within the same classification employees have been laid off from will be hired by the Employer until the Public Works Director determines that available, qualified, competent, and able employees placed on layoff have been offered re-employment. During an employee's recall period, if the employer has an open position in a different classification from which the individual has been laid off, the laid-off Employee will be given the opportunity to submit an application for the current open position. Once the Employer is in receipt of the laid-off employee's application, the Employer will grant an interview, and when appropriate, allow said employee to take any assessment test(s) (skills tests) that the other finalists for the position will be administered. It is the employee's responsibility to keep the Employer advised of their current address. An offer of re-employment will be in writing and sent by registered or certified mail to the employee. The employee will be deemed to have received notice within five 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 will be back on the job within 20 days of acceptance of said offer or forfeit all call-back rights under this Article. Offers of reemployment shall include both full time and part time regular positions.
- 17.5 Employees recalled from layoff will not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employee must be re-employed within one year to retain these call-back rights and that the employee has successfully completed their probationary period.
- 17.6 Employees laid off will be compensated for unused accumulated vacation leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 18 – TERM OF AGREEMENT

- 18.1 This Agreement will become effective January 1, 2026, except as otherwise indicated, and will remain in effect until the 31st of December 2028. Either party desiring to negotiate any changes, additions, or modifications to this agreement, or any annual extension thereof, shall notify the other party in writing to that affect at least 60 calendar days immediately preceding that date – January 1, 2029.
- 18.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC will be advisory only and not binding on either party.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 This document constitutes the complete agreement by and between the parties, and no other agreements and/or understandings, written or otherwise, prior to or simultaneous with the signing of this agreement is binding on the parties.
- 19.2 Any offers, modifications of offers, withdrawals of offers or contract proposals shall not constitute, nor shall they be cited as authority or evidence of any waiver(s) of position in any arbitration, legal proceeding or other proceedings regarding the interpretation or provisions and language contained in this contract.

ARTICLE 20 – UNION MATTERS AND DUES

- 20.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written authorization. The Union agrees to notify the Employer in writing at (30 days in advance of any increase in Union dues or fees.

The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

- 20.2 Dues Cancellation. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union. The County will continue to deduct dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. The cancellation will become effective by the second payroll after receipt of the notice from the Union.
- 20.3 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees, and voluntary deductions, and timely deliver completed form to Benton County Human Resources. The Employer shall allow a Union representative 30 minutes of a newly hired employee's regular working time for purpose of presenting information about the Union and bargaining representation. This shall generally occur within the first

two weeks of hiring the new employee, but in no instance later than 90 calendar days. If the Union orientation does not occur during the employee's initial orientation by Benton County Human Resources, the Union shall make the necessary arrangements with the Public Works Department. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 21 – TYPES OF EMPLOYMENT

Regular employee: All employees in the bargaining unit working full-time or part-time.

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

Part-time Employee: An employee hired in a regular position but working less than 40 hours per week, but at least 20 hours per week. A part-time employee is entitled to prorated sick leave, vacation, paid holidays, and other benefits as required by law. The parties agree that part-time employees will not be hired to replace full-time positions.

Probationary Employee: An employee shall be on probation during the first six months of full-time employment in each position classification; provided, however, if the employee starts at Step 2(B) or above, the probationary period will be six months, with no step increase for 12 months. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six month period as determined by the Employer. If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

Temporary Employee: An employee hired to fill a position, either full-time or part-time, not to exceed five consecutive calendar months or five calendar months in a calendar year. Temporary employees shall not be entitled to the fringe benefits described within this Agreement, *e.g.*, insurance, holiday pay, leave accruals etc., except as required by law. Temporary employees will participate in the Teamsters Pension as provided in Section 13.2.

ARTICLE 22 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by a person with a disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union. No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 23 – JURY DUTY

An employee receiving a summons to report for jury duty will notify their supervisor the next working day after receiving the summons. Employees will receive their full regular pay during the term of approved jury service. To be eligible for regular pay during the time of jury service, the employee must provide satisfactory evidence that jury duty was served, such as documentation from the court citing the location and duration of the jury service. An employee shall report to work during all hours they are released from jury duty. If less than one hour remains from the time of such release to the end of the employee's regular shift, the employee shall call their supervisor for instructions.

ARTICLE 24 – MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard will 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. This provision is subject to applicable State and Federal laws.

ARTICLE 25 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. Absence not on duly authorized leave will be treated as leave without pay and will constitute grounds for disciplinary action inclusive of discharge/termination. Unauthorized absence from duty for three consecutive days constitutes separation or termination from service. All leave time must be requested in accordance with Public Works Department established procedures.

ARTICLE 26 – PAY PERIOD AND PAY DAY

- 26.1 Wages will be paid as follows: The pay period will be two weeks, with pay issued on a bi-weekly basis.
- 26.2 The Employer shall have the right to implement a different payroll system when it becomes administratively possible for the employer to do so. The Employer will provide the Union 60 days written notice prior to implementation.

ARTICLE 27 – UNION REPRESENTATIVES

- 27.1 The Union may designate employees in the collective bargaining unit as Stewards. It is further agreed the Union will make reasonable effort to appoint stewards for the Road Shops in both Kennewick and Prosser and one for the Mechanic Shops. The Employer shall recognize designated stewards as Union representatives. The Union shall give the

Employer five days' notice of any change in Stewards.

- 27.2 Stewards shall be paid at their regular straight-time hourly rates for time spent in collective bargaining negotiations sessions, joint Labor Management meetings, serving as union representatives in formal disciplinary investigations and hearings, and in processing grievances during their regularly scheduled work hours. The Union agrees that the Stewards will make reasonable effort to conduct grievance processing at the end of the workday. It is agreed that the conduct of such union-related business, during regularly scheduled working hours, shall be limited to a reasonable amount of time, and the Union and the Employer agree to jointly investigate any cases where it appears that a Steward is spending an unreasonable amount of time conducting such business during regularly scheduled working hours.
- 27.3 Labor Management Committee. A labor-management committee may be established consisting of up to three members chosen by the Union and up to three members chosen by the County.
- A. Scheduling. The labor-management committee may schedule meetings at mutually agreeable times periodically on the call of a party to this Agreement. A request shall be in writing and shall list the items and topics at issue.
- B. Collaboration. The purpose of the labor-management committee is to approach matters collaboratively and cooperatively in order to engage in problem solving. If a recommendation may modify the meaning of this Agreement, such recommendation shall be forwarded to the Business Agent for the Union and the Human Resources Director for the County.

ARTICLE 28 – CONTRACT NEGOTIATIONS

- 28.1 If any Article or Section of this Agreement or any addendum thereto is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section is restrained by such court, the remainder of this Agreement and any addenda shall not be affected thereby. Both parties agree to meet upon the written request of either party for the purposes of negotiating a contract language change to address the affected Article or Section.
- 28.2 This Agreement will be effective January 1, 2026, except as otherwise indicated in this Agreement, until December 31, 2028.

ARTICLE 29 – JOB DESCRIPTIONS

The parties agree that the job descriptions which accompany the pay plan will be applicable to the work requirements of employees. The parties have agreed that these job descriptions will not be changed without prior notice and discussion with the Union.

ARTICLE 30 – TRANSFERS

30.1 By classification, prior to an open requisition being published, an internal only “notice of Opening” will be posted at each work site. Employees within the classification will have five working days to give written notification of interest to the Public Works Director or designee. The most senior employee that has given written notification of interest will be transferred to the open position, except when by mutual agreement by the Employer and the Union, the next-senior employee will be transferred.

In cases where a transfer from one crew to another crew would cause the transferring employee to be supervised by the employee’s family member or close relative, as defined below, such transfer will not be allowed.

It is also agreed, the Employer will not assign supervisors to supervise an employee’s family member or close relative

30.2 Definitions:

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

ARTICLE 31 – BOOT AND CLOTHING STIPEND

The Employer agrees to pay each employee a flat rate of \$500.00 toward the cost of boots and clothing satisfying the requirements of the WAC 296-155-212 to be worn at work for each regular full-time employee. This payment will be a taxable event in accordance with Internal Revenue Service (IRS) requirements. The \$500.00 stipend shall be included in the first paycheck received in February each year.

New employees shall receive the boot stipend no later than the second paycheck, contingent on continuous employment for six months. In the event that the employee separates employment or leaves the Public Works Department prior to six months of service, the full amount of the boot

stipend shall be recovered via payroll deduction, including the final paycheck. In the event the final paycheck is insufficient to repay the full amount, the balance shall be paid by the employee to the Human Resources Department within 30 days of separation of employment.

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

**BOARD OF BENTON COUNTY
COMMISSIONERS**

DocuSigned by:
Jerome Selvin
7ED07603283E485...

Chair

DocuSigned by:
Michael Alvarez
9608F57E34874E4...

Chair ProTem

DocuSigned by:
Will McKay
135987D784E74CF...

Commissioner

Attest:

Constituting the Board of
Benton County Commissioners

DocuSigned by:
Amanda Pearson
34629A973E034CE...

Clerk to the Board

Date: 12/9/2025

TEAMSTERS LOCAL 839

DocuSigned by:
Russell Shjerven
021457C7342A4C...

Russell Shjerven, Secretary/Treasurer

Date: 11/24/2025

Approved as to Form:

Signed by:
Reid Hay
7D2073F7A0908450...

Reid Hay, Deputy Prosecuting Attorney

APPENDIX A

2026 Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
105	\$ 25.55	\$ 26.06	\$ 26.97	\$ 27.91	\$ 28.89	\$ 29.90	\$ 30.95	\$ 32.03	\$ 33.15
110	\$ 27.33	\$ 27.88	\$ 28.86	\$ 29.87	\$ 30.92	\$ 32.00	\$ 33.12	\$ 34.28	\$ 35.48
115	\$ 29.26	\$ 29.85	\$ 30.89	\$ 31.97	\$ 33.09	\$ 34.25	\$ 35.45	\$ 36.69	\$ 37.97
120	\$ 31.30	\$ 31.93	\$ 33.05	\$ 34.21	\$ 35.41	\$ 36.65	\$ 37.93	\$ 39.26	\$ 40.63
125	\$ 33.50	\$ 34.17	\$ 35.37	\$ 36.61	\$ 37.89	\$ 39.22	\$ 40.59	\$ 42.01	\$ 43.48

2027 Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
105	\$ 26.19	\$ 26.71	\$ 27.64	\$ 28.61	\$ 29.61	\$ 30.65	\$ 31.72	\$ 32.83	\$ 33.98
110	\$ 28.02	\$ 28.58	\$ 29.58	\$ 30.62	\$ 31.69	\$ 32.80	\$ 33.95	\$ 35.14	\$ 36.37
115	\$ 29.98	\$ 30.58	\$ 31.65	\$ 32.76	\$ 33.91	\$ 35.10	\$ 36.33	\$ 37.60	\$ 38.92
120	\$ 32.08	\$ 32.72	\$ 33.87	\$ 35.06	\$ 36.29	\$ 37.56	\$ 38.87	\$ 40.23	\$ 41.64
125	\$ 34.34	\$ 35.03	\$ 36.26	\$ 37.53	\$ 38.84	\$ 40.20	\$ 41.61	\$ 43.07	\$ 44.58

2028 Pay Matrix

	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
105	\$ 26.70	\$ 27.23	\$ 28.18	\$ 29.17	\$ 30.19	\$ 31.25	\$ 32.34	\$ 33.47	\$ 34.64
110	\$ 28.57	\$ 29.14	\$ 30.16	\$ 31.22	\$ 32.31	\$ 33.44	\$ 34.61	\$ 35.82	\$ 37.07
115	\$ 30.58	\$ 31.19	\$ 32.28	\$ 33.41	\$ 34.58	\$ 35.79	\$ 37.04	\$ 38.34	\$ 39.68
120	\$ 32.73	\$ 33.38	\$ 34.55	\$ 35.76	\$ 37.01	\$ 38.31	\$ 39.65	\$ 41.04	\$ 42.48
125	\$ 35.03	\$ 35.73	\$ 36.98	\$ 38.27	\$ 39.61	\$ 41.00	\$ 42.44	\$ 43.93	\$ 45.47

Position Listing

POSITION TITLE	GRADE
Mechanic Foreman - Certified	125
Road Maintenance Foreman	120
Mechanic Foreman	120
Sign Technician	120
Mechanic - Certified	120
Road Maintenance Worker II	115
Mechanic	115
Road Maintenance Worker I	110
Inventory Technician - Certified	110
Inventory Technician	105

The parties agree to meet and discuss the creation of an Operator position. The parties acknowledge that the creation of any new position is at the sole discretion of management subject to the approval and budget process as established by the Board of County Commissioners.