

# RESOLUTION 2025-10

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE 2025-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL NO. 839 REPRESENTING SHERIFF'S OFFICE AND CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local No. 839 representing Sheriff's Office and Corrections Department Clerical Employees for the 2025-2027 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners approve the 2025-2027 Collective Bargaining Agreement and Teamsters Local No. 839 representing Sheriff's Office and Corrections Department Clerical Employees as negotiated and are authorized to sign the same.

Dated this 7th day of January, 2025.

DocuSigned by:  
*Jerome Delmir*  
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Chair of the Board

DocuSigned by:  
*Michael Alvarez*  
D8C0F57E34674E4...

Chair Pro Tem

DocuSigned by:  
*Will McKay*  
135987D764E74CF...

Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

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

Clerk of the Board



**2025 – 2027 AGREEMENT**

**Between**

**BENTON COUNTY**

**And**

**TEAMSTERS LOCAL NO. 839**

**Representing the**

**SHERIFF'S OFFICE and CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES**

cc: Local 839  
Prosecuting Attorney's Office  
Sheriff's Office  
Corrections Department  
Human Resources Department

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## **PREAMBLE**

**THIS AGREEMENT** is made pursuant to the provisions of chapter 41.56 RCW, by and between the Benton County Sheriff, the Benton County Board of County Commissioners, herein after referred to as the Employer, and Teamsters Local 839, herein after referred to as the Union, representing the Sheriff's Office and Corrections Department (Corrections) Clerical employees.

The parties wish to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment and

It is intended that the following agreement will be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes, and insofar as applicable, the rules and regulations promulgated by the Benton County Civil Service Commission for Sheriff's Office employees.

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

It is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the Sheriff's Office, the Corrections Department, and the members of the Union who are employed by the Sheriff's Office or the Corrections Department will continue to be the same in the event this Agreement is terminated, or by virtue of its termination.

## **ARTICLE 1 – CONSIDERATION**

Consideration for this Agreement are the covenants mutually bargained and agreed to by the parties as expressed herein.

## **ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT**

This Agreement will be in full force and effect for the period commencing on January 1, 2025, except as otherwise indicated in this Agreement, and terminating on December 31, 2027.

## **ARTICLE 3 – NEGOTIATIONS**

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party will be required in order to name such negotiator or negotiators.

**ARTICLE 4 – SUBORDINATE TO STATUTES, ETC.**

This Agreement will in all respects, wherever the same may be applicable herein, be subject and subordinate to the statutes of the state of Washington, ordinances of Benton County, and the Rules and Regulations of the Benton County Civil Service Commission (Sheriff’s Office employees only).

**ARTICLE 5 – RECOGNITION**

The Employer recognizes Local 839 as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours, and working conditions of employment for the current positions:

Sheriff’s Office: Records Supervisor, Evidence Technician, Civil Specialist, Administrative Associate, Records Specialist, and Records Technician

Corrections Department: Jail Records Supervisor, Jail Administrative Associate, Jail Records Specialist, and Jail Records Technician

**ARTICLE 6 – LIMITATIONS UPON UNION ACTIVITY**

- 6.1 No Union meetings will be held on the Employer’s time.
- 6.2 The Union may access the facility in accordance with the Employer’s security protocols as universally applied to labor representatives.

**ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 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 will be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative include, but are not limited to, the following matters:
  - A. The right to establish and institute reasonable lawful work rules and procedures, and the right to make changes to personnel rules and policies.
  - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

- C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement and/or as provided by the Rules and Regulations of the Benton County Civil Service Commission (Sheriff's Office employees) or Corrections Department policies (Corrections employees).
  - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - E. The right to determine what law enforcement duties will be performed by various Sheriff's Office and Corrections personnel, as appropriate.
  - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, will nevertheless be performed by the employee when requested by a supervisor.
  - G. The right to take any and all types of actions as may be determined by the Employer to be necessary in the event of emergencies. The Employer will determine whether or not an emergency exists. An emergency will be a sudden or unexpected happening or situation that calls for action without delay.
  - H. The right to close, relocate, reorganize, or eliminate an office, branch, operation, or facility.
  - I. The right to receive notice to Employer delivered to the Sheriff's Office or the Corrections Department, as appropriate, unless otherwise specified herein.
- 7.2 Nothing in this Agreement will be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Board of Benton County Commissioners and the Sheriff of Benton County, and the rights and obligations owed by them to the electorate.
- 7.3 Past Practices: The Employer reserves the right to change past practices based upon applicable statutory and case law, or state or federal regulatory rules and regulations.

If the Employer wishes to change such practices, the Employer will provide notice to the Union. The Union will be provided an opportunity to discuss and make recommendations during a 30-day timeframe prior to the Employer implementing a change.

## **ARTICLE 8 – EMPLOYEE RIGHTS**

- 8.1 An employee has the right upon request to inspect their personnel file in accordance with their Office/Department's Personnel Records Policy.

- 8.2 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 or is harmful to the Employer's business.
- 8.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union in the Sheriff's Office and Corrections Department. The Union agrees to maintain said bulletin board(s) in a presentable condition. If the bulletin board(s) fail to be maintained appropriately and becomes an eyesore, the County will have the right to discontinue the availability of said Union bulletin board(s).
- 8.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 8.5 Work Rules: Work rules and policies shall be uniformly applied within the Sheriff's Office and within the Corrections Department. 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 at a reasonable time 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.

## **ARTICLE 9 – UNION SECURITY**

- 9.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15<sup>th</sup> 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 at least 30 days in advance of any increase in Union dues.

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

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union. The County will continue to deduct union dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll after receipt of notice from the Union.

- 9.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions, and timely deliver completed forms to Human Resources. The County shall allow a Union representative 30 minutes of a newly hired employee's regular working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two weeks of hiring the new employee, but in no instance later than 90 calendar days. If the Union orientation does not occur during the employee's initial orientation by Human Resources, the Union shall make the necessary arrangements with the Sheriff's Office or Corrections Department. Newly hired employees have the option to attend or not attend Union orientation.

#### **ARTICLE 10 – NO STRIKE AND NO LOCKOUT**

- 10.1 Neither the Union nor the represented employees shall cause, condone, or participate in any strike or work stoppage, slow-down or other interference with Employer functions, and should such events occur, the Union agrees to take appropriate steps to end such interference. Represented employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer.
- 10.2 The Employer agrees there will be no lockouts during the term of this Agreement.
- 10.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

#### **ARTICLE 11 – POLITICAL ACTIVITY**

Employees of the Sheriff's Office subject to this Agreement shall be governed by the Rules and Regulations of the Benton County Civil Service Commission and applicable statutes, as to political activities. Employees of the Corrections Department subject to this Agreement shall be governed by County policy.

#### **ARTICLE 12 – SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Agreement and Addendum will not be affected thereby.

**ARTICLE 13 – ENTIRE AGREEMENT**

The terms and conditions of this agreement constitute the entire agreement between the parties and no verbal statements will supersede any of its provisions.

**ARTICLE 14 – VACATIONS**

14.1 Effective the first of the month following the date of last signature on this Agreement, vacation leave is earned at the following bi-weekly rates depending on the employee's length of service with Benton County:

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

14.2 Accrual. Accruals are based on the employee's length of service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period.

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

14.4 Voluntary Annual Cashout. An employee is eligible to cash out 40 hours of vacation leave if the employee has used a minimum of 80 hours of vacation leave since January 1<sup>st</sup> of the current calendar year, through October of that year. This cash out will be paid on the first paycheck in December. Vacation donated under leave sharing will be included in the 80 hours used to qualify for a cash out.

14.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 240 hours. Any excess shall be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 240, 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 14.6.

- 14.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service or regular part-time employees who have completed 1,040 hours of service, will be allowed to cash out the employee's accumulated annual leave but not to exceed 240 hours. In the case of voluntary resignation, including retirement, the employee must provide 14 calendar days' notice of resignation in order to be eligible for cashout of vacation leave.
- 14.7 Vacation time for employees will be arranged and approved by the employee's supervisor on schedules that will least interfere with the functions of the Sheriff's Office or the Corrections Department, as applicable. Vacation may be taken on days sequential with employees' scheduled days off provided that employees as a group propose a schedule which will provide coverage equal to that heretofore provided.
- 14.8 Part Time Employees. For part time employees, as defined in Article 30, vacation accrual will be prorated based on the Full-Time Equivalent (FTE) of their position.

#### **ARTICLE 15 – SICK LEAVE**

- 15.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period. Sick leave hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period. For part-time employees, as defined in Article 30, sick leave accrual will be prorated based on the FTE of their position.
- 15.2 Carryover Cap. As of December 31 of each year, accumulated sick leave may not exceed a total of 1,040 hours. Any excess will be forfeited. Employees whose sick leave balance exceeds the maximum carryover shall have their balance reduced to 1,040 hours effective January 1 of the subsequent year.
- 15.3 Sick leave may be used for any of the following reasons:
- A. An employee's mental or physical illness, injury, health condition, or preventive medical care.
  - B. To care for a family member with an illness, injury, health condition, or need for preventive medical care.
  - C. Closure of the employee's workplace or child's school/place of care by order of a public official or any health-related reasons.
  - D. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.

- E. Bereavement Leave: Death of a family member as defined in Section 15.4: 40 hours maximum per death.
- F. Bereavement Leave: Death of a friend or relative not meeting the definition of family member: eight hours maximum per death.

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

15.3.2 Employees on sick leave in excess of five workdays are required to call their immediate supervisor or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition. Prior to being eligible to return to work following an injury, an employee may be required to provide documentation from a qualified health care provider confirming that the employee, is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

15.4 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

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

15.5 Family and Medical Leave: The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy. In addition, the Employer provides Washington Family Care Act leave, Pregnancy Disability Leave, Domestic Violence Leave and Military Family Leave in accordance with state and federal law.

- 15.6 Employees upon voluntary termination or retirement from Benton County, shall receive payment for 25% of their unused sick leave up to 1,040 hours, provided the employee has given 14 days' notice of separation. Such payment shall be limited to employees with 10 or more years of service. This payment will be to the employee's HRA VEBA account (Health Reimbursement Account).
- 15.7 The Employer may provide light duty assignments and reasonably accommodate employees. The concept of reasonable accommodation is subject to the availability of a position and the ability of the employee to perform the essential duties of that position.

**ARTICLE 16 – HOLIDAYS**

- 16.1 The following are holidays with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday After Thanksgiving	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

An employee will not receive holiday pay if the employee is on leave without pay on the day before or after the holiday.

- 16.2 In addition, each employee is entitled to one floating holiday annually after six months of employment. The floating holiday must be requested by the employee and approved in advance by the Employer.
- 16.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For those employees whose regular work schedule work is Tuesday through Saturday, they will observe a Monday holiday on a Tuesday directly following the Monday holiday. If a holiday falls on a Sunday, they will observe the holiday on the preceding Saturday.
- 16.4 For employees hired prior to January 1, 2025, the floating holiday may be taken only in full or cashed out in the first December paycheck.

Deferred Holidays: Employees may elect to receive their holiday pay in the first December paycheck. Deferred holidays may include the regular holidays and one floating holiday but will not include Christmas Eve or Christmas Day. If an employee elects to defer a holiday, they will make the request in writing at a time to be determined by the Sheriff, Chief of Corrections, or designee. Deferred holidays will be paid annually in the December paycheck. If an employee elects to defer a holiday but then wishes to take the holiday off, they must submit a leave request. If the employee does not elect in writing to defer holidays, the holiday pay will be included in the regular monthly pay period in which it was earned.

For employees hired January 1, 2025 or later, holidays will be paid in the regular payroll in which the holiday occurs. The floating holiday must be taken by the end of the calendar year in which it is earned. Floating holidays not taken in the calendar year earned shall be forfeit.

- 16.5 An employee who is authorized by the Sheriff, or their designee, Chief of Corrections, or their designee, as appropriate, to work on a Holiday (the observed day) will be paid at one and one-half times the employee's regular straight time rate for the amount of hours worked on the observed day. The employee will also receive the additional eight hours holiday pay at the employee's regular straight time rate.

#### **ARTICLE 17 – JURY DUTY, MILITARY LEAVE**

- 17.1 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 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision shall be subject to applicable State and Federal laws.
- 17.2 Employees called to jury duty will provide a copy of their jury notification to their supervisor the first working day following receipt. Employees will receive their regular pay during the term of approved jury service. To be eligible for regular pay during the term of jury service, the employee must present satisfactory evidence of serving on jury duty. The Sheriff, or designee, or Chief of Corrections, or designee, reserves the right to contact the court involved to seek relief from the summons. An employee shall report to work during all hours they are released from jury duty. If jury duty ends before the end of the employee's regular shift, the employee shall call their immediate supervisor or chain of command for instructions.

If an employee has been summoned to jury duty and/or is chosen to serve on a jury and the jury duty conflicts with a pre-approved vacation, the employee will be allowed to cancel the vacation and have those hours credited back to their vacation accrual.

## **ARTICLE 18 – HOURS OF WORK AND OVERTIME**

- 18.1 The normal workday will consist of eight, nine, or 10 consecutive hours out of the calendar day. Normal shift hours will be generally in accordance with past practices; provided however, the Sheriff, or designee, Chief of Corrections, or designee, may modify the normal schedule of hours of work according to their determination of the service needs. The normal workday and normal work shift hours for 10-hour shifts will be determined by the Employer as follows:
- A. If the Sheriff, or designee, Chief of Corrections, or designee, chooses to implement 10-hour shifts, the normal work week will be comprised of up to four consecutive workdays within the period of one calendar week. Employees will be paid at the rate of time and one-half for hours worked in excess of 40 hours in the seven-day work period or in excess of 10 hours per day, but not both.
  - B. If the Employer elects to implement 10-hour shifts, this Agreement otherwise remains based on an eight-hour day, including but not limited to sick leave accrual, vacation leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.
- 18.2 The normal work week will comprise four or five normal workdays, as just defined, within the period of one calendar week.
- 18.3 Shift hours will be established by the Sheriff, or designee, Chief of Corrections, or designee. Employees will be allowed sufficient time for lunch, normally one-half hour, but it is understood that they remain in duty status during such time. In the event the employee is unable to take the one-half hour meal period, it is the responsibility of the employee to timely report how much was not taken to their supervisor before the end of that shift permitting the supervisor to make appropriate arrangements to complete the intermittent meal period.
- 18.4 Subject to the approval of the Sheriff, or designee, Chief of Corrections, or designee, each division within the Sheriff's Office and Corrections Department may vote by a majority for rotating, permanent or other shift arrangements for their respective Office or Department.
- 18.5 Employees will be paid at the rate of time and one-half for hours worked in excess of 40 hours per seven-day work period or in excess of eight hours per day, but not both. Paid or unpaid leave shall not constitute time worked for overtime purposes.

In lieu of overtime pay, an employee may request compensatory time off at the overtime rate. If taking compensatory time off would interfere with normal work requirements or providing public services, as determined by the Sheriff, or designee, Chief of Corrections, or designee, then overtime will be paid. Employees shall be allowed to accrue no more than 20 hours of compensatory time. An employee must use banked compensatory time off prior to using vacation leave, except when an employee has accrued the maximum amount of vacation leave allowed. Compensatory time can be used as soon as it is accrued.

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

- 18.6 Employees who are required to respond in person back to work outside of their regular shifts will be paid the applicable hourly rate for such time with a minimum of two hours for each such event.
- 18.7 Members of the bargaining unit shall be given first consideration to fill open shifts in the Sheriff's Office or Corrections Department, as appropriate. Open shift shall mean a shift or partial shift left vacant due to the short-term absence of a bargaining unit employee. The immediate supervisor for the absent employee may assign an employee to the open shift. Any such assignment will be based on seniority, ability to perform the job, and knowledge of the job duties.

**ARTICLE 19 – GRIEVANCE PROCEDURE**

- 19.1 The parties 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 resolved through informal means, the grievance will be settled as hereinafter provided.
- 19.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement, except for actions of a disciplinary nature pursuant to the terms of this Agreement.
- 19.3 Using the procedure set forth in this Article, a grievance may be presented by an employee or the Union, but not both, or the Employer. All grievances shall outline the facts and alleged violation(s) of the contract, when filed.
- 19.4 Grievances may be heard at any time where practical and feasible.

- 19.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is agreed to in writing. The Sheriff, or designee, or Chief of Corrections, or designee, and the employee or their representative may extend the time limits by written agreement.
- 19.6 No grievances shall be valid unless submitted at Step 1 within 21 calendar days from its occurrence. If a grievance is not presented within 21 calendar days from its occurrence, the grievance will be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it will be considered waived and forever lost. If the Employer does not respond within the specified time limits, the Employer will lose the grievance.
- 19.7 The grievance procedure shall be as follows:

Step 1:

The grievance must be presented in writing to the employee's immediate supervisor within 21 calendar days from its occurrence. The immediate supervisor must then respond in writing within 21 calendar days after receiving it.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, within 21 calendar days of the response in Step 1, the grievance must be presented in writing to the Sheriff, or designee, or Chief of Corrections, or designee. Thereafter, the Sheriff, or designee, or Chief of Corrections, or designee, must respond in writing to the aggrieved employee and Union within 21 calendar days after receipt of the grievance.

Step 3:

- A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the aggrieved employee/Union or the Employer will refer the dispute to final and binding arbitration.
- B. Notice - Time Limitation: The Union or the Employer will notify the other in writing of submission to arbitration within 10 calendar days after receipt of the Step 2 response.
- C. Arbitrator - Selection: After timely notice, the parties will select an arbitrator as follows:

1. The parties will select the arbitrator within 20 calendar days after receipt of the grievance at Step 3. The parties agree to work together to have the matter heard at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected using the procedure described in (2), below.
  2. In the event the parties cannot agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of 11 arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot agree on an arbitrator from the list of 11 names, then the parties will meet or confer by telephone. The non-grieving party will elect to either exercise the first strike of one name from the list (or defer the first selection to the other party) and communicate that party's choice to the other party. The party not selecting first will then strike one name from the list and so on, proceeding in an alternating order until each party has struck five names from the list. The person remaining will be notified of their selection as the arbitrator by the party advancing the grievance to arbitration.
- D. Decision - Time Limit: The arbitrator will hear the matter as soon as the parties and the arbitrator can agree as to a hearing date. After the hearing is completed, the arbitrator will enter a decision within 30 calendar days, unless an extension of time is requested and agreed to at the end of the hearing.
- E. Limitations, Scope, and Power of Arbitrator:
1. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
  2. The power of the arbitrator will 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 Employer or the Union.
  3. The arbitrator will consider and decide only the question or issue raised at Step 1 and the arbitrator will not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step 1.

4. In conducting the hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards will not be made beyond the date of the occurrence upon which the grievance is based, that date being 21 calendar days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
3. The arbitrator will not have authority to award punitive damages.
4. 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.
5. Each party hereto will pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case as well as one-half the expense of the arbitrator and court reporter.

**ARTICLE 20 – TRAVEL**

It is necessary that employees whose usual duty station is in the Kennewick area be assigned duty at times in the Prosser area or Benton City. It is also necessary at times that employees whose usual duty station is in the Prosser area be assigned duty in the Kennewick area. The Sheriff's Office will use its best efforts to equalize such assignments among the employees and, except in emergency situations, will provide transportation in Employer vehicles for such assignments. For employees whose usual duty station is in the Tri-Cities and who are scheduled for training to take place in the Tri-Cities, the employee will report directly to the training and will not be paid for travel time to or from the employee's home and the training location.

**ARTICLE 21 – MEDICAL, HOSPITAL AND LIFE INSURANCE**

21.1 The Employer gives employees the opportunity to participate in health, dental, vision, and time loss insurance plans, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one type of plan, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in Section 21.2. Employees may change their plan options annually during the Employer's open enrollment period. The bargaining unit has elected to have \$24,000 face value life insurance coverage provided by Washington Counties Insurance Fund (WCIF).

The Employer's contributions indicated in Section 21.2 will be applied first towards employee life, time loss, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's HRA VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, time loss, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

- 21.2 Effective the first of the month following ratification by all parties, the Employer will provide the UEBT Plan A6 (Composite) medical plan, UEBT Dental plan D8, UEBT Vision plan V3, UEBT Time Loss Plan TL2, and a WCIF plan for medical coverage. Effective January 1, 2025, the Employer's contribution will change to cover 100% of the cost of the composite premium for UEBT Medical, Dental, Vision, Time Loss, and Basic Life, of \$1,200.60.

Effective January 1, 2026, the Employer agrees to pay any increase in premiums up to five percent based on the 2025 baseline of \$1,200.60. All increases in UEBT over the 2025 baseline in excess of five percent shall be borne by the employee. In the event the premium is reduced, the Employer will reduce the contribution by that amount.

Effective January 1, 2027, the Employer agrees to pay any increase in premiums up to five percent based on the 2026. All increases in UEBT over the 2026 baseline in excess of five percent shall be borne by the employee. In the event the premium is reduced, the Employer will reduce the contribution by that amount.

- 21.3 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 is a regular full time employee, or eligible for healthcare coverage as required by state or federal law, and elects WCIF coverage, WCIF coverage begins on the first of the month if they were hired on the first of the month. If hired after the first of the month, coverage begins on the first of the following month. If the first of the month 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.

- 21.4 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 UEBT and had at least 40 or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

- 21.5 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.
- 21.6 The Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.

#### **ARTICLE 22 – WORKERS’ COMPENSATION**

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 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 the pay period, the employee will not accrue vacation or sick leave. While the employee is supplementing their time loss payments with accumulated leave or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer’s contribution towards the employee’s insurance premiums. If, however, the employee runs out of accumulated sick/vacation leave and FMLA leave, they will be eligible for continuing benefits under COBRA and the Employer’s contribution to insurance will cease.

While on workers’ compensation, an employee's claim, including time loss pay, will be administered by the Human Resources Department; however, the employee must keep their supervisor informed about their status and prognosis for return to work on a weekly basis.

#### **ARTICLE 23 – DISCIPLINE AND DISCIPLINARY PROCEDURES**

- 23.1 The Sheriff, or designee, or Chief of Corrections, or designee, may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Benton County Civil Service Commission (Sheriff’s Office employees only) as well as absenteeism, abuse of sick leave, and such other just causes consistent with labor arbitration findings and case law, and Corrections Department rules and regulations (Corrections employees only). Discipline will be carried

out in a manner least likely to embarrass the employee before other employees or the public to the extent possible.

23.2 Disciplinary action or measures will include only the following:

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

23.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed will be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. The order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when the employee has first received one written warning relating to the employee's previous work or conduct. An employee may be discharged when the employee has first received a suspension relating to the employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Sheriff, or designee, or Chief of Corrections, or designee, under this concept:

- A. First offense - oral reprimand, written reprimand.
- B. Second offense - written reprimand, suspension without pay.
- C. Third offense - written reprimand, suspension without pay, demotion, discharge.

23.4 Notwithstanding Subsection 23.3, the Sheriff, or designee, or Chief of Corrections, or designee, may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Benton County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended for Sheriff's Office employees, or Corrections Department rules and regulations, for Corrections employees.

23.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than 30 calendar days following the work, incident, or conduct which gave rise to the complaint, or later than 30 calendar days of such work, incident or conduct being known to the

Employer by way of investigatory proceedings.

- 23.6 Any employee under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in suspension without pay, demotion or discharge, will, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 23.7 The provisions of this Article will not apply to newly hired employees serving a probationary period. Probationary employees will work under the provisions of this Agreement, but will be only on a trial basis, during which period they may be discharged without just cause and without any recourse.
- 23.8 Any disciplinary action, except verbal reprimands, by a supervisor other than the Sheriff, or designee, or Chief of Corrections, or designee, will not be effective unless affirmed in writing by the Sheriff, or designee, or Chief of Corrections, or designee. Notations or copies of any disciplinary action will be sent to the Union at the time it is given to the employee.
- 23.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee will, before the disciplinary action is finalized, have an opportunity to discuss the matter with their immediate supervisor and the Sheriff, or designee, or Chief of Corrections, or designee, and be informed of the nature of the charges, and the facts supporting them. The employee will be given an opportunity to respond to the charges, including a reasonable time (not to exceed 10 calendar days) to consult a Union representative.

#### **ARTICLE 24 – LAYOFF AND RECALL**

- 24.1 The Employer will be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.
- 24.2 The Employer will give as much notice as practicably possible to designated employees.
- 24.3 When the Employer determines that a lay off is necessary, the Employer will determine the affected classifications and the number of employees to be laid off. The Union's area representative will be notified of the classifications and number of employees designated for reduction as soon as the determination is made. When the Employer determines which employee(s) and classification(s) are to be laid off, the Employer will implement a layoff in accordance with Rules and Regulations of the Benton County Civil Service Commission (Sheriff's Office employees only).

The least senior employee within a rank or classification designated for reduction shall be laid off from that rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Time spent in all higher classifications or ranks within the bargaining unit shall count towards seniority for purposes of layoff within an affected classification.

- 24.4 Employees laid off will be eligible for a period of one year for reinstatement to a higher classification or rank previously held. Employees demoted for performance related issues will not be eligible for reinstatement to the higher grade. No new full-time employees will be hired in the bargaining unit until the Sheriff, or designee, or Chief of Corrections, or designee, determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It will be the employee's responsibility to keep the Employer (Sheriff's Office or Corrections Department, as appropriate) advised of their current mailing address and email address. An offer of re-employment will be in writing and sent by mail and email to the employee. The employee will be deemed to have received notice within five days after the Employer mailed the offer. An employee so notified must indicate they accept re-employment within 10 days of receiving the offer; and will be back on the job within 10 days of accepting the offer or forfeit all call-back rights under this Article.
- 24.5 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 employees must be re-employed within one year to retain these call-back rights and that the employee has successfully completed their one year probationary period.
- 24.6 Employees laid off will be compensated for unused accumulated vacation leave and sick leave in accordance with the terms of this Agreement.

## **ARTICLE 25 – WAGE RATES AND OTHER COMPENSATIONS**

- 25.1 Effective January 1, 2025, the Compensation Study Pay Matrix will be adopted, and employees will be placed on the pay matrix in accordance with Appendix A. Employees will retain their existing anniversary dates. Employees who are placed at Step A of the new pay grade will be eligible for a step increase to Step B on their anniversary date, or after six months in Step A of the new grade, whichever is sooner.

Effective January 1, 2025, the Compensation Study Pay Matrix will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners Office.

Effective January 1, 2026, 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.

Effective January 1, 2027, the 2026 Pay Matrix will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners Office.

Any retroactive wage increases pursuant to this section are applicable to only those employees who are employed and in the Union on the date of last signature to this Agreement. Employees who separate employment for any reason prior to the date of last signature to this Agreement will not receive any pay increases.

25.2 Each employee will be evaluated by performance review prior to each employee's anniversary date. The outcome of the performance review will determine whether or not an employee progresses to the next step.

25.3 Sections 25.1 and 25.2 will be administered in accordance with the following provisions:

- A. The pay plan consists of nine steps to be referenced as Steps A, B, C, D, E, F, G, H, and I.
- B. Entrance Pay Rate. Persons selected to fill vacant positions may be hired by the Sheriff, or designee, or the Chief of Corrections, or designee, at pay step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a higher pay step, higher than Step 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.
  - 1. If an employee begins at Step A, then said employee shall remain at that step for six consecutive months, after which the employee moves to the next step. Regular part time employees must remain in Step A for 1,040 hours or more before moving to the next step. The probationary period is 12 months, in accordance with Article 30 (Probationary Period), and movement to the next step does not affect the probationary period.
  - 2. If an employee begins at Step B (or higher) of the pay plan, the employee shall remain in that step for a minimum of 12 consecutive months before becoming eligible to move to the next step, subject to successful completion of their 12-month probationary period as confirmed in writing. Regular part time employees must remain in the step for a minimum of

2,080 hours or more before said employee is eligible to move to the next step, subject to successful completion of their probationary period as confirmed in writing.

- C. Subsequent Pay Steps. In order to be eligible for subsequent steps from Step B to Step 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, and eligibility for movement shall be subject to a successful job performance based on the issuance of a written performance appraisal.
- D. The above provisions relate to only the horizontal progression through the pay plan (*i.e.*, movement from Step A to Step B to Step 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 Sheriff, or designee, Chief of Corrections, 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 at least 12 consecutive months from the date of denial. Denials and the basis for denial are subject to the grievance procedure. up to Step 2.
- F. Promotion: Promotions are subject to the determination of the Sheriff, or designee, Chief of Corrections, or designee. 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 anniversary date consistent with the date of promotion. An employee promoted to an A step is eligible for a step increase in six months from the new anniversary date.
- G. Demotion: The movement of a bargaining unit employee from 1 grade to a lower grade (*e.g.*, Grade 9 to Grade 8). A demotion may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. The employee will be given a new anniversary date.
- H. Lateral Transfer: A lateral transfer is movement from 1 position to another position within the same pay grade (*e.g.*, Grade 9 to Grade 9). Any employee so transferred will maintain pay step within grade.

25.4 Service Pay:

The following percentage of the employee's base pay will be added to the employee's base pay, based on length of service with Benton County:

- 60 to 120 months of service – 2%
- 121 to 180 months of service – 3%
- 181+ months of service – 4%

25.5 Pay Day: Salaries and wages will be paid bi-weekly through mandatory direct deposit, including the final paycheck at the discretion of the Auditor's Office. Any change to the payroll date or framework will be preceded by a 30-day notice to the Union and the employees.

25.6 Pay increases, whether by percentage cost-of-living provisions or by pay plan progressions subject to satisfactory performance reviews, are applicable only to employees who are employed with Benton County in the Sheriff's Office or Corrections Department, on the last date signed below, in a job covered by this collective bargaining agreement. Employees hired after the last date signed below will be entitled to the salary schedule established in the contract.

**ARTICLE 26 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE**

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. Absence without duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action up to and including termination. An unauthorized absence from duty for three consecutive days shall constitute separation or termination from service and result in immediate termination.

**ARTICLE 27 – LEAVE OF ABSENCE WITHOUT PAY**

27.1 An employee may be granted a leave of absence without pay up to 12 months subject to the Sheriff's, or designee's, or the Chief of Corrections', or designee's, determination and confirmation by the Civil Service Commission for Sheriff's Office employees. An employee must request such leave from the Sheriff, or designee, Chief of Corrections, or designee. The Sheriff, or designee, Chief of Corrections, or designee, may approve or disapprove such leave. Leave requests will be made 30 days prior to the anticipated start of leave, when possible. Prior to approval of such leave, the employee and the Sheriff, or designee, Chief of Corrections, 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 will not be authorized in any case where such leave will operate to the detriment of the Sheriff's or Chief of Corrections' ability to provide service to the public. A leave of absence may or may not be granted at the discretion of the

Sheriff, or designee, Chief of Corrections, or designee. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.

- 27.2 In order to be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. Employees may not use leave without pay for vacation or other short-term absences resulting from not having sufficient leave banked. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee's leave bank(s).
- 27.3 While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases, and the employee is eligible for 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. An anniversary date will not be adjusted if the leave of absence without pay is covered by FMLA or Washington Paid Family and Medical Leave (PFML).
- 27.4 If the Employer determines there is the need for such information, the employee will present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

**ARTICLE 28 – LEAVE SHARING**

- 28.1 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 a family or medical emergency, or a lengthy illness or injuries, of a qualifying event/condition under the FMLA. Leave sharing will be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Vacation Leave.
- 28.2 Policy: Leave sharing shall be implemented as follows:
- A. The recipient employee will exhaust all accrued paid leave or will 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 vacation leave after the transfer is completed.

- C. All requests for transfer of vacation leave will be submitted on a Voluntary Transfer of Vacation Leave form to the Sheriff, or designee, or Chief of Corrections, or designee. Each request will include:
  - 1. The amount of vacation leave to be transferred;
  - 2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;
  - 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 Sheriff, or designee, or Chief of Corrections, or designee. If the transfer is approved, the Sheriff, or designee, or Chief of Corrections, or designee, will sign the request and the request will be submitted to the Human Resources Department.
- E. The Employer will be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.*, if eight people donate 10 hours of leave each and the recipient takes one day off, one hour will be deducted from each donor).
- F. An employee may accumulate no more than 200 hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than 200 hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave will be returned, in equal portions if applicable, to the employee(s) who donated the leave. The return of leave share will be in one quarter hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.
- G. Leave sharing will 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. The names of employees donating leave will be released only as required by law.

## **ARTICLE 29 – NON-DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any employee on the basis of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by 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 30 – TYPES OF EMPLOYMENT**

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

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

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

Probationary Employee: An employee will be on probation during the first 12 months of full-time employment in each job classification and/or department. 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. All part time employees will serve a probationary period of 2,080. 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 months of 70 or more hours of compensated employment per month during a 12-month period. Temporary employees will not be entitled to the fringe benefits described within this Agreement (*i.e.*, insurance, vacation, etc.), except for those required by law.

## **ARTICLE 31 – TERM OF AGREEMENT**


31.1 This Agreement will become effective on January 1, 2025, except as otherwise indicated in this Agreement, and will remain in effect until December 31, 2027.

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

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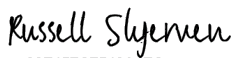
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY SHERIFF'S OFFICE**

Signed by:  
  
070CG2B0CAF2472...  
Tom Croskrey, Sheriff


Date: 1/2/2025


**TEAMSTERS UNION LOCAL 839**


DocuSigned by:  
  
02F457C7542A4FC...  
Russell Shjerven, Secretary/Treasurer


Date: 12/27/2024

**BENTON COUNTY BOARD OF COMMISSIONERS**

DocuSigned by:  
  
7ED07603203E406...  
Chair


DocuSigned by:  
  
D6C6E57E34874E4...  
Chair Pro Tem

DocuSigned by:  
  
135087D704E74CF...  
Commissioner

Attest:  
DocuSigned by:  
  
34025A975E0340E...  
Clerk to the Board

1/7/2025  
Date

Approved as to form:

Signed by:  
  
00133007FCDE423...  
Amber Smith, Deputy Prosecuting Attorney

**APPENDIX A: SALARY SCHEDULE**

Compensation Study Pay Matrix

	<b>1(A)</b>	<b>2(B)</b>	<b>3(C)</b>	<b>4(D)</b>	<b>5(E)</b>	<b>6(F)</b>	<b>7(G)</b>	<b>8(H)</b>	<b>9(I)</b>
<b>105</b>	\$ 24.14	\$ 24.62	\$ 25.48	\$ 26.37	\$ 27.29	\$ 28.25	\$ 29.24	\$ 30.26	\$ 31.32
<b>110</b>	\$ 25.83	\$ 26.35	\$ 27.27	\$ 28.22	\$ 29.21	\$ 30.23	\$ 31.29	\$ 32.39	\$ 33.52
<b>115</b>	\$ 27.64	\$ 28.19	\$ 29.18	\$ 30.20	\$ 31.26	\$ 32.35	\$ 33.48	\$ 34.65	\$ 35.86
<b>120</b>	\$ 29.58	\$ 30.17	\$ 31.23	\$ 32.32	\$ 33.45	\$ 34.62	\$ 35.83	\$ 37.08	\$ 38.38

<b>PREVIOUS JOB TITLE</b>	<b>NEW JOB TITLE</b>	<b>GRADE</b>
RECORDS CLERK	Records Technician	105
ADMINISTRATIVE CLERK	Administrative Associate	110
PUBLIC RECORDS CLERK	Records Specialist	110
LEAD CIVIL CLERK	Civil Specialist	115
EVIDENCE TECHNICIAN	Evidence Technician	120
RECORDS SERGEANT	Records Supervisor	120

<b>NAME</b>	<b>POSITION</b>	<b>GRADE</b>	<b>STEP</b>
ECervantes	Records Supervisor	120	B
EDezember	Records Technician	105	A
KDillon	Records Technician	105	A
DEssman-Cooper	Records Technician	105	G
RGillette	Administrative Associate	110	E
AGImour	Records Supervisor	120	B
EHale	Records Technician	105	A
EJennings	Records Technician	105	A
MKenney	Records Specialist	110	A
ALaird	Records Technician	105	A
AMedina	Records Technician	105	A
JMurillo	Records Technician	105	A
DOneill	Records Technician	105	C
VOrozco	Civil Specialist	115	A
RRay	Records Specialist	110	E
TSleater	Records Technician	105	G
SStansfield	Records Technician	105	A
AStone	Evidence Technician	120	A
CSpink	Records Technician	105	A
FWyland	Administrative Associate	110	G

2025 Pay Matrix – Effective January 1, 2025

	<b>1(A)</b>	<b>2(B)</b>	<b>3(C)</b>	<b>4(D)</b>	<b>5(E)</b>	<b>6(F)</b>	<b>7(G)</b>	<b>8(H)</b>	<b>9(I)</b>
<b>105</b>	\$ 24.85	\$ 25.35	\$ 26.24	\$ 27.16	\$ 28.11	\$ 29.09	\$ 30.11	\$ 31.16	\$ 32.25
<b>110</b>	\$ 26.60	\$ 27.13	\$ 28.08	\$ 29.06	\$ 30.08	\$ 31.13	\$ 32.22	\$ 33.35	\$ 34.52
<b>115</b>	\$ 28.46	\$ 29.03	\$ 30.05	\$ 31.10	\$ 32.19	\$ 33.32	\$ 34.49	\$ 35.70	\$ 36.95
<b>120</b>	\$ 30.46	\$ 31.07	\$ 32.16	\$ 33.29	\$ 34.45	\$ 35.66	\$ 36.91	\$ 38.20	\$ 39.54

2026 Pay Matrix

	<b>1(A)</b>	<b>2(B)</b>	<b>3(C)</b>	<b>4(D)</b>	<b>5(E)</b>	<b>6(F)</b>	<b>7(G)</b>	<b>8(H)</b>	<b>9(I)</b>
<b>105</b>	\$ 25.61	\$ 26.12	\$ 27.03	\$ 27.98	\$ 28.96	\$ 29.97	\$ 31.02	\$ 32.11	\$ 33.23
<b>110</b>	\$ 27.40	\$ 27.95	\$ 28.93	\$ 29.94	\$ 30.99	\$ 32.07	\$ 33.19	\$ 34.35	\$ 35.55
<b>115</b>	\$ 29.32	\$ 29.91	\$ 30.96	\$ 32.04	\$ 33.16	\$ 34.32	\$ 35.52	\$ 36.76	\$ 38.05
<b>120</b>	\$ 31.38	\$ 32.01	\$ 33.13	\$ 34.29	\$ 35.49	\$ 36.73	\$ 38.02	\$ 39.35	\$ 40.73

2027 Pay Matrix

	<b>1(A)</b>	<b>2(B)</b>	<b>3(C)</b>	<b>4(D)</b>	<b>5(E)</b>	<b>6(F)</b>	<b>7(G)</b>	<b>8(H)</b>	<b>9(I)</b>
<b>105</b>	\$ 26.38	\$ 26.91	\$ 27.85	\$ 28.82	\$ 29.83	\$ 30.87	\$ 31.95	\$ 33.07	\$ 34.23
<b>110</b>	\$ 28.23	\$ 28.79	\$ 29.80	\$ 30.84	\$ 31.92	\$ 33.04	\$ 34.20	\$ 35.40	\$ 36.64
<b>115</b>	\$ 30.20	\$ 30.80	\$ 31.88	\$ 33.00	\$ 34.16	\$ 35.36	\$ 36.60	\$ 37.88	\$ 39.21
<b>120</b>	\$ 32.33	\$ 32.98	\$ 34.13	\$ 35.32	\$ 36.56	\$ 37.84	\$ 39.16	\$ 40.53	\$ 41.95

## **APPENDIX B: OTHER COMPENSATION**

### **A. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS:**

1. Uniforms will be issued in a style as determined by the Sheriff or designee for the Sheriff's Office and the Chief of Corrections or designee for the Corrections Department. It is the prerogative of the Sheriff, or designee, Chief of Corrections, or designee, to set standards for uniform style, make-up, components, condition, and appearance which employees will meet. An annual allowance of up to \$300.00 per calendar year will be provided for employees to purchase clothing in conformance with the style as determined by the Sheriff, or designee, Chief of Corrections, or designee.
2. Uniform cleaning will be provided as determined by the Sheriff, or designee, or Chief of Corrections, or designee. The Sheriff, or designee, or Chief of Corrections, or designee, will determine whether or not a uniform requires normal cleaning, dry cleaning and/or repair due to soiling or damage occurring in the line of duty.

### **B. ACTING SHIFT SUPERVISOR PAY:**

If the Sheriff, or designee, or Chief of Corrections, or designee, specifically assigns an employee as an acting shift supervisor for an entire shift then the employee will be paid at the step in the higher pay grade that affords the employee an increase for serving that shift. Such pay will not be included in overtime calculations. Such pay is subject to budgetary allocation and availability as determined by the Sheriff, or designee, or Chief of Corrections, or designee.

### **C. ACTING ASSIGNMENT PAY:**

If the Sheriff, or designee, or Chief of Corrections, or designee, specifically assigns an employee to work in a higher classification for an entire shift then the employee will be paid at the step in the higher pay grade that affords the employee an increase for serving that shift. Such pay will not be included in overtime calculations. Such pay is subject to budgetary allocation and availability as determined by the Sheriff, or designee, or Chief of Corrections, or designee.

### **D. TEMPORARY PROMOTION TO NON-BARGAINING POSITION:**

A temporary promotion is defined as an employee being temporarily assigned to a non-bargaining classification higher than the employee's current classification for 30 or more days. The employee receives, in addition to the employee's regular salary, a supplemental payment equal to five percent of the "A" step of the temporary assignment's grade.

E. BILINGUAL INCENTIVE PAY:

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

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