

RESOLUTION 2025-589

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT I TO THE 2025-2027 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL UNION NO. 839, REPRESENTING CORRECTIONS OFFICERS

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local Union No. 839, representing Corrections Officers, for Amendment I to the 2025-2027 Collective Bargaining Agreement to address Kelly Time tracking; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve Amendment I to the 2025-2027 Collective Bargaining Agreement between Benton County and Teamsters Local Union No. 839, representing Corrections Officers as negotiated and are authorized to sign the same.

Dated this 14th day of October, 2025.

Commissioner Delvin Absent

Chair of the Board

DocuSigned by:
Michael Alvarez
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Chair Pro Tem

DocuSigned by:
Will McKay
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Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

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Nicole Perreault
Attest.....
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Clerk of the Board

AMENDMENT I
to
2025 - 2027 AGREEMENT
Between
BENTON COUNTY
and
TEAMSTERS LOCAL UNION NO. 839
Representing CORRECTIONS OFFICERS

Benton County (Employer) and Teamsters Local No. 839 (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2025, through December 31, 2027, as follows to settle issues related to Kelly Time calculation:

1. ARTICLE 19 – HOURS OF WORK AND OVERTIME is hereby amended to read:

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

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

- 19.5 Shift hours will be established by the Chief of Corrections or designee. Employees assigned to work an eight, nine, or 10 hour work shift will be allowed one-half hour for a paid uninterrupted when feasible meal period. Employees assigned to work a 12-hour work shift will be allowed a 45 minute paid meal period, uninterrupted,

when feasible, and intermittent, when not feasible. If the employee is unable to take the offered entire intermittent meal period, it is the responsibility of the employee to timely report how much of the meal period was not taken to their supervisor before the end of that shift, permitting the Employer to make appropriate arrangements to complete the intermittent meal period that same shift. In the event the supervisor is not able to schedule the intermittent meal period to be completed during that shift, the employee will be compensated. An officer on hospital duty will be paid overtime for the time they are unable to take their intermittent meal and rest period(s). The Chief of Corrections or designee may require that employees remain in duty status during meal periods.

19.6 Corrections Officers assigned 12-hour work shifts will have a normal work schedule consisting of 13 12-hour shifts per (28 day work period; and the equivalent of six eight- hour or five 10-hour days of training per year. There shall be no overtime as a result of working a normal 12-hour work schedule. Employees who are assigned to eight-hour shifts will have a regular work schedule of five consecutive shifts per seven-day work period. Employees who are assigned to 10-hour shifts will have a regular work schedule of four consecutive shifts per seven-day work period. Any work outside of the regular work schedule is paid as overtime/comp time.

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

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

Employees earn hours that are set aside in a Kelly Time Worked (KTW) bank of hours. The bank of hours will come from two sources: the five scheduled eight -hour training days, and the four extra hours worked in each two-week cycle. ~~is calculated based on one Kelly Day per 28 day period (12 per year) plus six eight -hour training days for a total of 192 KTW hour per year.~~

Explanation of Annual Accrual Calculation:

Five eight-hour training days = 40 hours

Four hours x 26 (two week cycles per year) = 104 hours

Adding these two sources equals 144 total KTW hours earned per year. The KTO hours will come from this 144 hour KTW bank.

For employees who earn KTW hours, 72 Kelly Time Off (KTO) hours will be

advanced on January 1 and July 1 of every year, from the KTW bank. Employees and their supervisors are responsible for ensuring KTO hours are at a zero balance on July 1 and at the end of the calendar year.

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

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

Each squad will have five ~~or six~~ designated training days each year, ~~depending on the squad's training plan for that year.~~ The training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc. Sergeants will consult with their squad members to determine the best date to conduct the training and provide that input to the training group. KTW hours will be used to document training hours on timecards. ~~In the event that only five training days are scheduled for the year, any remaining KTW hours will be zeroed out at the end of the year.~~

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

The training day can only be used for training.

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

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

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

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

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

19.10 Compensatory time shall be administered in accordance with the Fair Labor Standards Act and WA Minimum Wage Act. Employees shall be allowed to accrue no more than 40 hours of compensatory time. An employee must use banked compensatory time off prior to using vacation leave, except when an employee has accrued the maximum amount of vacation leave allowed. Compensatory time can be used in relation to being earned; therefore, compensatory time can be used as it is accrued.

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

19.11 If an employee is required to be present in court during their scheduled off work hours, such employee shall receive time and one-half pay for time spent in court. If the time spent in court is less than four hours, the employee also receives pay at the straight time rate up to a total of four hours. Only the time physically

worked will be utilized for purposes of calculating qualification for overtime in accordance with the overtime provisions of this Article.

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

It is understood that for the purposes of this overtime procedure, an employee is deemed qualified for an overtime assignment if the employee has successfully completed the FTO Program (trainee officers can only work OT in positions in which they have been signed off by their FTO); is qualified to work the assignment (e.g., gender, armed, CDL, etc., requirements); and is in a classification at or above the available assignment (e.g., Corrections Officer, Corporal, Sergeant, Lieutenant). Any given assignment of overtime will be at the direction of a shift supervisor or designee. It is understood that deviations from the order of the list

shall only occur when there is no other reasonable recourse. In the unlikely event that all shift supervisors are unavailable to work a given shift, line staff officers on the list can be skipped to fill the supervisor positions. No employee shall be deemed qualified for any available overtime assignment on a shift the employee is already scheduled to work, it being understood that an employee on the overtime call list will be offered overtime work according to this procedure while on vacation, unless said employee has indicated the desire to waive offers during vacation.

- 2. This Amendment is effective October 19, 2025.
- 3. No other language in the CBA is amended or intended to be changed or modified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives and are bound by the terms and conditions of this Agreement.

BENTON COUNTY BOARD OF COMMISSIONERS

TEAMSTERS LOCAL UNION NO. 839

Commissioner Delvin Absent
Chair

DocuSigned by:
Michael Alvarez

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Chair Pro Tem
DocuSigned by:
Will McKay

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Commissioner

DocuSigned by:
Russell Shjerven

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Russell Shjerven, Secretary-Treasurer
Date: 10/2/2025

Attest:
DocuSigned by:
Nicole Perreault

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Clerk to the Board
Date: 10/15/2025

Approved as to Form:
Signed by:
Reid Hay

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Reid Hay, Deputy Prosecuting Attorney
Date: 10/2/2025