

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2025-7

FRANKLIN COUNTY RESOLUTION NO. 2025-029

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF A MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS LOCAL 839, REPRESENTING BAILIFFS

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Local 839, representing Bailiffs negotiating team to extend the 2022-2024 Agreement through 2025; **NOW, THEREFORE**,

BE IT RESOLVED, that the Benton and Franklin Counties Board of Commissioners approve the Memorandum of Agreement between Benton and Franklin Counties, and Teamsters Local 839, representing Bailiffs as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2025, except as otherwise provided, and shall remain in effect until December 31, 2025.

Dated this 7th day of January, 2025.

Dated this 15 day of JANUARY, 2025.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Jerome Delmir
Chair

[Signature]
Chair

DocuSigned by:
Michael Alvarez
Chair Pro Tem

[Signature]
Chair Pro Tem

DocuSigned by:
Will McKay
Commissioner

[Signature]
Commissioner

Constituting the Board of Commissioners of Benton County, Washington

Constituting the Board of Commissioners of Franklin County, Washington

Attest... [Signature]
Clerk of the Board

Attest... [Signature]
Clerk of the Board

MEMORANDUM OF AGREEMENT
Between
BENTON- FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY, FRANKLIN COUNTY
And
TEAMSTERS LOCAL NO. 839
Representing BAILIFFS

Benton County (Employer) and the Teamsters Local Union No. 839 (Union), hereby agree to the following provisions to settle all issues related to the expiration of the 2022-2024 Collective Bargaining Agreement (2022 Agreement), expiring on December 31, 2024, and all issues related to the change to a bi-weekly pay frequency:

1. Except for the substituted provisions expressly set forth herein, all other provisions in the 2022 Agreement are incorporated herein by reference.

2. ARTICLE 8 – WAGE RATES AND OTHER COMPENSATIONS, Section 8.1 shall be substituted with the following:

8.1 2022: Effective January 1, 2022, the 2021 Salary Schedule will be increased by three percent (3.0%). This calculation and process shall be determined and established by the Benton County Commissioners’ Office.

The parties agree to meet and discuss findings and implementation of the salary survey results on or before July 1, 2022.

2023: For 2023, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.

2024: For 2024, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.

2025: For 2025, the 2024 salary schedule will be increased by three percent.

3. ARTICLE 9 – INSURANCE BENEFITS, Section 9.2 shall be substituted with the following:

9.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 Composite and Kaiser Options as the plans for medical and hospital coverage available to all full time, benefit eligible employees.

2022: The Employer agrees to maintain the benefit contribution of One Thousand one Hundred Forty and 60/100 Dollars (\$1,140.60) per month towards medical, dental, vision, and life insurance.

2023: For 2023, this agreement will be open for limited negotiations to determine any health and welfare adjustments.

2024: For 2024, this agreement will be open for limited negotiations to determine any health and welfare adjustments.

2025: Effective January 1, 2025, the Employer agrees to a benefits contribution of \$1,191.60 per month.

4. ARTICLE 11 – VACATION LEAVE, shall be substituted with the following:

11.1 Effective with the first payroll cycle following full execution of this Agreement, vacation leave with pay is earned at the following monthly per period rates depending on the employee's length of service with the Employer:

<u>Years of Service</u>	<u>Hours per Month Pay Period</u>	<u>Vacation Leave Annual Hours</u>
1 through 05	<u>10.004.62</u>	120. <u>12</u>
6 through 10	<u>12.005.54</u>	144. <u>04</u>
11 through 15	<u>15.006.93</u>	180. <u>18</u>
16 through 19	<u>16.507.62</u>	198. <u>12</u>
20 and over	<u>18.008.31</u>	216. <u>06</u>

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

~~11.3 Use. Vacation leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer; however, said vacation leave credit may not be used. During the seventh month, or any subsequent month, vacation leave may be allowed up to the limits of the amount earned. Vacation leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued vacation leave, which request is subject to prior approval from the Employer. Hours may be used as they are accrued. Vacation leave may be accumulated during the first one thousand and forty (1,040) hours~~

~~of regular service with the Employer; however, said vacation leave credit may not be used. After one thousand and forty (1,040) hours, vacation leave may be allowed up to the limits of the amount earned. Vacation leave credit for any month of service beyond the first one thousand and forty (1,040) hours of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued vacation leave, which request is subject to prior approval by the Employer.~~

~~Monthly accrual of vacation leave shall commence at the completion of a major portion of a month of continuous service.~~

~~11.43 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 1st of the current calendar year, through October of that year. This cash out will be paid on the first payday in December. Vacation hours donated under the leave sharing program will be included in the 80 hours used to qualify for cashout. Only regular full-time employees who have successfully completed six (6) months of service or one thousand and forty (1,040) hours, shall, upon separation from employment from the Employer for any reason, be compensated for accumulated vacation leave. Regular full-time hired prior to October 1, 1995, shall be compensated up to a maximum of two hundred and forty (240) hours of vacation leave; employees hired on or after October 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of vacation leave at any time and shall, upon separation, be compensated up to a maximum of two hundred (200) hours of vacation leave.~~

~~11.54 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 200 hours. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 200 hours effective January 1 of the subsequent year.~~

~~Hours accumulated in excess of 200 hours have no cash out value and shall be forfeit upon separation of employment in accordance with Article 11.6.~~

~~11.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service shall upon separation from Benton County for any reason, be allowed to cash out the employee's accumulated vacation leave but not to exceed 200 hours, provided that in the event of voluntary separation (including retirement), that the employee give at least 14 calendar days' notice.~~

~~11.7 The Employer shall arrange vacation time for employees on such schedules which will least interfere with the functions of the court.~~

~~Cash out: An employee is eligible to cash out (40) hours of vacation leave if the employee has used a minimum of eighty (80) hours of vacation leave since January 1st of the current calendar year, through November of that year. This cash out will be paid in December, with the November payroll.~~

5. ARTICLE 12 – SICK LEAVE, Section 12.2 shall be substituted with the following:

12.2 Employees shall earn credit at the rate of 3.70 ~~eight (8)~~ hours sick leave per pay period ~~month of continuous service (ninety six (96) hours per year)~~.

Per the application of RCW 49.46 and authority interpreting same, every January 1st, all employees maximum accrual carryover will be up to one thousand and forty (1,040) working hours of sick leave.

6. ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY, Section 14.2 shall be substituted with the following:

14.2 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).

While on a leave of absence without pay that benefit continuation is not pursuant to applicable statutes, the Employer's insurance contribution ceases, the employee is eligible for COBRA benefits, and the employee's anniversary date will be adjusted. If the employee is on unpaid leave for a major portion of a month pay period, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

7. ARTICLE 20 – CONDITIONS AND DURATION OF AGREEMENT

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

8. ARTICLE 28 – DISBURSEMENTS FROM SALARIES shall be substituted with the following:

Pay Day. The salaries and wages of employees shall be paid monthly bi-weekly, ~~not later than the fifth (5th) day of the month~~ via direct deposit. ~~Draw pay provisions exist which~~

~~permit partial payment at mid-month on request.~~ Implementation of a different payroll date will be preceded by a thirty (30) day written notice to the Union and the employees.

The Employer shall have the right to implement a different payroll framework based on the implementation of a new payroll system when it becomes administratively possible for the Employer to do so. The Employer will provide thirty (30) days written notice to the Union and affected employees of the date when the new payroll system will begin.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON-FRANKLIN COUNTIES SUPERIOR COURT

Signed by:
Jacqueline I. Stam, Admin Presiding Judge
8985F94AC6BA4D3...
Presiding Superior Court Judge
Date: 12/19/2024

TEAMSTERS LOCAL UNION NO. 839

DocuSigned by:
Russell Shjerven
02F457C754274FC...
Russell Shjerven, Secretary-Treasurer
Date: 12/19/2024

Signed by:
Tiffany Runge
E96BCD0BF93E4C3...
Tiffany Runge, Administrator
Date: 12/19/2024

BOARD OF BENTON COUNTY COMMISSIONERS

DocuSigned by:
Jerome Selvin
7E3D7003283E488...
Chair

DocuSigned by:
Michael Alvarez
D6C6F57E34874E4...
Chair Pro Tem

DocuSigned by:
Will McKay
135987D734E74CF...
Commissioner

BOARD OF FRANKLIN COUNTY COMMISSIONERS

[Signature]
Chair

[Signature]
Chair Pro Tem

[Signature]
Commissioner

Attest:

DocuSigned by:
Amanda Pearson
34826A975E034GE...
Clerk to the Board
Date: 1/7/2025

Attest:

[Signature]
Clerk to the Board
Date: 1-15-2025

Approved as to Form:

Signed by:
Amber Smith
68133807FCDE423...
Amber Smith, Deputy Prosecuting Attorney
Date: 12/19/2024

Commissioners' Agenda Action Sheet



Meeting Date: January 7, 2025
Subject: Memorandum of Agreement (MOA) with Bailiffs Unit
Presenter:
Prepared By: Carlee Nave
Reviewed By: Amber Smith
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Negotiators for Benton and Franklin Counties and Teamsters Local 839, representing the Bailiffs unit, have reached an agreement to extend the provisions of the 2022-2024 Collective Bargaining Agreement (CBA) through 2025, with changes in wages and benefits, as well as updates related to the change to a bi-weekly pay frequency.

Fiscal Impact

Approximately \$3,833 in wages and \$500 in benefits for 2025, split between Benton and Franklin Counties.

Recommendation

Recommend approval with the consent agenda.

Suggested Motion

I move to approve the Memorandum of Agreement with Teamsters Local 839, representing Bailiffs.

Signatures Required on Agreements/Contracts

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