

RESOLUTION

2014 913

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE 2014-2016 AGREEMENT BETWEEN BENTON COUNTY
AND TEAMSTER'S LOCAL NO. 839, REPRESENTING ROAD DEPARTMENT
EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement
with Teamster's Local 839 negotiating team for the 2014-2016 Agreement; and

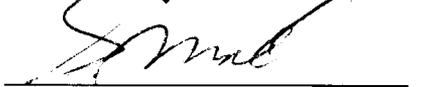
WHEREAS, Benton County Board of Commissioners have previously discussed and
approved the significant terms of the Agreement, **NOW THEREFORE,**

NOW, BE IT RESOLVED, that the Benton County Board of Commissioners approve the
Agreement as negotiated and are authorized to sign the same.

Dated this 18 day of Nov, 2014.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

20134 - 2016 AGREEMENT

Between

BENTON COUNTY

and the

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

Representing ROAD DEPARTMENT EMPLOYEES

Original: Local 839
Board of County Commissioners
Prosecuting Attorney's Office

c: Public Works
County Administrator
Personnel
Payroll

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

ARTICLE 1

This Agreement, made under chapter 41.56 RCW, covers those maintenance employees of Benton County Public Works Department who are members of the Local 839 as certified by the Public Employment Relations Commission and those maintenance employees of the Public Works Department who become members of the Union hereafter and during the period this Agreement is in effect.

ARTICLE 2

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

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addenda to this Agreement and/or Memorandums of Agreement, will be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
 - B. The right to schedule any and all work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest in a manner that is not inconsistent with the terms and conditions of this Agreement.
 - C. The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.
 - D. The right to discipline, suspend or discharge an employee for just cause as set forth in the Discipline Article.

- E. The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.
 - F. The parties understand that incidental related duties connected with operations, not enumerated in classification descriptions, shall nevertheless be performed by the employee when requested by the Employer in a manner that is not inconsistent with the terms and conditions of this Agreement.
 - G. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The employer shall determine whether or not an emergency exists. An emergency is a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.
- 3.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust enplaced by the officials, in this case, the Public Works Manager and the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1 An employee shall have the right, upon request, to inspect his/her personnel file in the presence of a department head or their designee at a reasonable time during the work day and said request will be granted not later than two (2) days after the request. No material referring to the employee's competence will be placed in the file without the employee's signature and the opportunity to attach his/her comments. A copy of any entry to his/her file will be given to the employee.
- 4.2 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.
- 4.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer will have the right to discontinue the availability of said Union bulletin board. Road Department written policies will be signed by the Public Works Manager or designee and a copy will be sent to the Union.
- 4.4 Employees may and are encouraged to report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.
- 4.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, an

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

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

ARTICLE 5 – CONTRACT NEGOTIATIONS

- 5.1 If any Article or Section of this Agreement or any addendum thereto is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section is restrained by such court, the remainder of this Agreement and any addenda shall not be affected thereby. Both parties agree to meet upon the written request of either party for the purposes of negotiating a contract language change to address the affected Article or Section.
- 5.2 This Agreement will be effective January 1, 2014, except as otherwise indicated in this Agreement, until December 31, 2016.

ARTICLE 6 – UNION SECURITY

- 6.1 All employees in the bargaining unit, except as described in Section 6.4 below, must, as a condition of employment, either be a member of the Union and pay Union dues or pay an agency fee to such Union, but not both, as set forth below.
- A. All employees within the bargaining unit who are not members of the Union must, as a condition of employment, while on active payroll, pay to the Union an agency fee equal in amount to the monthly membership dues of the Union, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit after the effective date of this Agreement.
- B. Employees who, on the effective date of this Agreement, are members of the Union shall continue to pay membership dues to the Union as a condition of employment while in the bargaining unit and on the active payroll and while remaining a Union member. Employees who after the effective date of this Agreement become members of the Union shall pay membership dues (including initiation fee, if any) to the Union as a condition of employment while in the bargaining unit and on the active payroll and while remaining a Union member.

- 6.2 No employee shall be required to pay, as a condition of employment while in the bargaining unit, any Union membership dues or agency fee covering any period which the employee was not in the bargaining unit or was not on the Employer's active payroll.
- 6.3 Any employee required to pay an agency fee, membership dues or initiation fee as a condition of employment who fails to tender the agency fee, initiation fee or periodic dues uniformly required shall be notified in writing by the Union of his delinquency. A copy of such communication shall be mailed by the Union to the Employer not later than fifteen (15) days prior to a request that Employer take final action on a delinquency.
- 6.4 Those bargaining unit employees who assert that the payment of the agency fee is in conflict with the honest dictates of their religion, shall advise the Union in writing, with a copy to the Employer of their desire to be exempt from such payment. Such letter will set forth the reasons for the claim for exemption. If the Union disagrees with such request for exemption, the questions will be resolved in accordance with provisions of the Grievance Procedure in Article 8.

ARTICLE 7 – UNION REPRESENTATIVES

- 7.1 The Union may designate employees in the collective bargaining unit as Stewards. It is further agreed the Union will make reasonable effort to appoint stewards in both Kennewick and Prosser. The Employer shall recognize designated stewards as Union representatives. The Union shall give the Employer five (5) days notice of any change in Stewards.
- 7.2 Stewards shall be paid at their regular straight-time hourly rates for time spent in collective bargaining negotiations sessions, joint Labor Management meetings, serving as union representatives in formal disciplinary investigations and hearings, and in processing grievances during their regularly scheduled work hours. The Union agrees that the Stewards will make reasonable effort to conduct grievance processing at the end of the workday. It is agreed that the conduct of such union-related business, during regularly scheduled working hours, shall be limited to a reasonable amount of time, and the Union and the Employer agree to jointly investigate any cases where it appears that a Steward is spending an unreasonable amount of time conducting such business during regularly scheduled working hours.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a

grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.

- 8.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the employer as to the correct interpretation and/or application of the terms and conditions of this Agreement. If possible, the grievant will identify the applicable contract article or policy in the written grievance.
- 8.3 Through the procedure set forth in this Article, a grievance may be presented by an employee, the Union or the Employer with either party accompanied by a representative, if desired.
- 8.4 Grievances shall be heard at reasonable times.
- 8.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations specified, unless an extension of time is mutually agreed to in writing.
- 8.6 No grievance shall be valid unless it is submitted at Step 1 within ten (10) working days after the occurrence of the grievance or knowledge of its occurrence, except that a grievance initiated at Step 2 must be submitted within twenty (20) working days, as set forth below. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, the final resolution of the grievance shall be in accordance with the last responding party.
- 8.7 The grievance procedure will be as follows:

Step 1:

The grievance shall be presented in written form by the aggrieved employee or his/her shop steward to the his/her immediate supervisor within ten (10) working days after the occurrence of the grievance or knowledge of its occurrence. The immediate supervisor shall respond to the employee's written grievance within ten (10) working days after receipt of the grievance.

Step 2:

If the grievance still remains unresolved, it shall be presented to the Public Works Manager in writing within twenty (20) working days after the response of the immediate supervisor. The Public Works Manager shall respond to the aggrieved employee and the Union, in writing, within twenty (20) working days.

A grievance filed by the Employer or the Union must be initiated at Step 2, in writing, within twenty (20) working days after the occurrence of the grievance or knowledge of its

occurrence. Thereafter, the party receiving the grievance shall respond in writing to the grieving party within twenty (20) working days after receipt of the grievance.

Step 3:

If the grievance still remains unresolved, it shall be presented to the Board of County Commissioners (hereinafter called the Commissioners) in writing within twenty (20) working days after the response of the party receiving the grievance. The Commissioners shall respond to the aggrieved employee, the Union or the Public Works Manager, in writing, within twenty (20) working days.

Step 4:

- a. Binding Arbitration: If the grievance has not been resolved at Step 3, in accordance with the conditions set forth hereinabove, the Union or the Employer may refer the dispute to final and binding arbitration.
- b. Notice -- Time Limitation: The Union or the Employer shall notify the other party, in writing by certified mail, of submission to arbitration within (20) working days after the receipt of the Step 3 response.
- c. Arbitrator -- Selection: After timely notice, the parties will select an arbitrator in the following manner:
 - i. The parties will attempt to select an arbitrator within twenty (20) working days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter will be at the earliest possible date. If the parties cannot agree upon an arbitrator, selection will occur through the procedure as contained in Section (c.)(ii) below.
 - ii. In the event either party does not agree on an arbitrator, then in that event, the party advancing the grievance to arbitration shall request a panel of eleven (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 mutually agree on an arbitrator from the list of eleven (11) names, then the parties will meet and flip a coin. The losing party will strike one (1) name from the list and communicate the choice to the other party. The winning party will strike one (1) name from said list and so forth, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name will be the arbitrator, and will be so notified in writing by the party advancing the grievance to arbitration, copying the other party with the notice.

- d. Decision -- Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision will be rendered within thirty (30) calendar days, unless an extension of time is agreed to at the conclusion of the hearing.
- e. Limitations, Scope and Power of Arbitrator:
 - i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the terms and/or provisions of this Agreement.
 - ii. The power of the arbitrator is limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.
 - iii. The arbitrator will consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated.
- f. Arbitration Award -- Damages -- Expenses
 - i. Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being twenty (20) working days or less prior to the initial filing of the grievance.
 - ii. The arbitrator shall not have the authority to award punitive damages.
 - iii. In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court.
 - iv. Each party hereto shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally all expenses and costs of the arbitrator.
 - v. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
 - vi. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

ARTICLE 9 – TYPES OF EMPLOYMENT

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

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

Probationary Employee: An employee shall be on probation during the first six (6) months of full-time employment in each position classification and/or department; provided, however, if the employee starts at Step B or above, the probationary period will be six (6) months, with no step increase for twelve (12) months. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

Temporary Employee: An employee hired to fill a position, either full-time or part-time, not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year. Temporary employees shall not be entitled to the fringe benefits described within this Agreement, *i.e.*, insurance, etc., except that temporary employees will participate in the Teamsters Pension as provided in Section 22.2.

ARTICLE 10 – LAYOFF AND RECALL

10.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of a lack of work, lack of funds and/or reorganization.

10.2 The Employer will give as much notice as practicably possible to designated employees.

10.3 When the Employer determines that a layoff is necessary, then the Employer will determine the number of employees within the affected classification within the department to be laid off. The Union's area representative will be notified of the number of employees within the affected classification designated for reduction as soon as said determination is made. When the Employer determines which classification and affected employee or employees will be laid off, the Employer will give equal consideration to the employee's seniority within the department, qualifications, ability and competence.

10.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new employees will be hired by the Employer until the Public Works Manager determines that available, qualified, competent and able employees placed on layoff have been offered re-employment. It is the employee's responsibility to keep the Employer advised of his/her current address. An offer of re-employment will be in writing and sent by registered or certified mail to the employee. The employee will be deemed to have received notice within five (5) days after the Employer mailed said notice. An employee so notified must

indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and will be back on the job within twenty (20) days of acceptance of said offer or forfeit all call-back rights under this Article.

- 10.5 Employees recalled from layoff will not lose previously accumulated time in service, provided all other provisions of this Article 10 are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her probationary period.
- 10.6 Employees laid off will be compensated for unused accumulated annual leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 11 – PAY PERIOD AND PAY DAY

- 11.1 Salaries will be paid as follows: The pay period will be one (1) month with the pay day to be not later than the fifth (5th) day of the month following the pay period, the amount of pay to be based upon that pay period's regular salary for proportionate time worked. Although generally overtime compensation earned in a particular workweek is paid on the regular pay day for the period in which such workweek ends, when the correct amount of overtime compensation cannot be determined and payment arranged in time for that pay day (usually in June and/or August, for the July/September paychecks), the overtime compensation will be paid no later than the following pay day. If the Employer anticipates that the correct amount of overtime compensation cannot be determined and payment arranged in time for regular paychecks in any months other than June and/or August, the Employer will notify the Union in January of that year. The 15th day of each month is designated as a draw day.
- 11.2 Notwithstanding, Employer shall have the right to implement a different payroll system when it becomes administratively possible for the employer to do so. The Employer will provide the Union sixty (60) days written notice prior to implementation.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.1 Work Day / Hours of Work:
 - A. The regular schedule of hours of work for road crews is 7:00 a.m. to 3:30 p.m., Monday through Friday, inclusive of one (1) thirty (30) minute lunch period without pay; provided, however, the Public Works Manager may modify the regular schedule of hours of work according to his/her determination of the service needs. Modification of regular hours of work will be preceded by twenty-four (24) hours advance notice except in the event of an emergency. In the event of an emergency, as much notice as is practicable under the circumstances will be provided.

- B. Summer Hours: The summer work hours for road crews will be changed to 6:00 a.m. to 2:30 p.m., Monday through Friday, inclusive of one (1) thirty (30) minute lunch period without pay, if approved that year by the Public Works Manager. If approved, this change will begin at 12:01 a.m. the Tuesday after Memorial Day and end at 11:59 p.m. the Friday prior to Labor Day. The Public Works Manager's approval or denial of the change does not restrict him/her from again changing working hours, between the Tuesday after Memorial Day and the Friday prior to Labor Day or otherwise, according to his/her determination of the service needs.
- C. The work day will end twenty-four (24) hours after the starting time. Emergency work, performed after normal work hours when an employee is required to come back to the maintenance yard or other work location, will be paid a minimum of two (2) hours actual time credit, starting at the time of the call, if the employee reports.
- D. The Employer may establish an eight (8) or ten (10) hour work day depending on the public service needs as determined by the Employer and subject to the provisions of Section 12.1.A. above. Overtime will be paid in accordance with the provisions of Section 12.2, below.

The seven (7) day work period starts on Monday (12:01 a.m.) and ends on Sunday night (midnight).

- E. The thirty (30) minute lunch period will be taken by employees between the third (3rd) and fifth (5th) working hour. If an employee wishes to waive the lunch period or take the lunch period at a different time, the employee must obtain prior authorization from the Employer to do so, by submitting a written request to the Employer. If the employee has requested and has obtained the Employer's authorization to waive the lunch period for a particular work day, the employee may at any time during that work day request, in writing, restoration of the lunch period for that work day.

12.2 Overtime, Weekend, Holiday, and Emergency Call Pay:

A. Overtime:

1. Hours of work in excess of eight (8) or ten (10) hours per day (as applicable) for actual hours worked--time and one-half (1-1/2x) subject to Section 12.2.A.2. below.
2. Employees will be entitled to overtime if the employee actually works in excess of the eight (8) or ten (10) hour work shift except if an employee has used sick leave during the week (Monday through Friday). If an

employee has used sick leave, then the employee will be entitled to overtime under Section 12.2.A.1, only after the employee has actually worked in excess of forty (40) hours in that week (Monday through Friday).

B. Sundays, Holidays, and Emergency Call:

1. Saturday: Work performed on first day of rest (Saturday) for actual hours worked--time and one-half (1-1/2x).
2. Sunday: Work performed on second day of rest (Sunday) for actual hours worked--double time (2x).
3. Holidays: Work performed on holidays listed in Article 21, for actual time worked--double time (2x). For holidays that fall on the Saturday or Sunday, double time is paid for time worked on the observed day.
4. Emergency Call: Hours of work performed on emergency call between the hours of midnight (12:00 a.m.) and either (1) the start of regular shift (Monday through Friday) or (2) 7:30 a.m. Saturday, for actual time worked--double time (2x).

C. There is no pyramiding of overtime pay and any time and one-half (1-1/2x) or double (2x) time pay provided by this Article 12. If an employee receives one type of time and one-half pay (1-1/2x), for example, he/she is not also entitled to a second (2nd) type of time and one-half (1-1/2x) pay or double-time (2x) pay.

12.3 Acting Supervisor Pay: When a Mechanic III, Maintenance Worker III, or Sign Technician III is asked to fill-in for a supervisor outside of the employee's regular work hours with less than twenty-four (24) hour notice (*i.e.*, in case of the supervisor's illness, family emergency, etc.) the employee will be paid time and one half (1-1/2x) his/her regular rate of pay for actual time worked in excess of eight (8) hours per day. However, the provisions of Section 12.2.B. above will apply if the work performed by the employee filling in for the supervisor is performed under the conditions outlined in that section.

12.4 Hourly Rates: When any situation arises involving compensation for work based upon hourly rates, these rates will be obtained by dividing the sum of the basic monthly salary by one hundred, seventy-three and one-third (173.33). Medical contribution and other allowances will not be considered in computing hourly rates.

ARTICLE 13 – DISCIPLINE

13.1 The Employer may warn, reprimand, suspend without pay, demote and/or discharge an employee for just cause, inclusive of but not limited to, neglect of duty, inefficiency,

insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or departmental rules and/or regulations, violation of no strike clause, conflict of interest (off duty activities vs. job duties), carrying unauthorized passengers, abuse of sick leave, and such other causes which normally serve as a basis for discipline in labor and personnel relations.

- 13.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:
- A. Verbal warning;
 - B. Written reprimand;
 - C. Suspension without pay;
 - D. Demotion;
 - E. Discharge or termination.
- 13.3 The Employer may take any of the disciplinary actions delineated in Section 13.2 above without regard to the order in which the disciplinary actions are set forth. The Employer may choose any one and/or a combination of said disciplinary actions.
- 13.4 The Employer may immediately warn, reprimand or suspend without pay an employee. For demotions and/or terminations, the employer will provide the specified charges to the employee in writing and at a pre-termination meeting at the Employer's office. The employee and Union representative will be provided an opportunity to respond to the charges. Thereafter, the employer will decide what disciplinary action will be taken.
- 13.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer for any reason at any time during the probationary period. Said probationary employee will not have any recourse to the grievance procedure.
- 13.6 All letters of warning, reprimand, suspension, demotion and/or discharge will be signed by the Public Works Manager or designee and sent to the Union.

ARTICLE 14 – ANNUAL LEAVE WITH PAY

- 14.1 Effective the first of the month following full execution of this Agreement, annual leave with pay is earned at the following monthly rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Working Hours Leave Per Month or Major Portion Thereof</u>
1 through 5	10
6 through 10	12
11 through 15	15
16 through 19	16.5
20 and over	18

14.2 Annual Leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer; however, said annual leave credit may not be used. During the seventh (7th) month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual 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. Usage of annual leave is subject to request by the employee and subject to prior approval by the Employer, provided the approval or denial of requested annual leave will be uniformly applied. When the need for leave is unforeseeable, the employee may request use of annual leave after the start of his/her shift, and the Employer may approve or deny the request. Annual leave may be accumulated during the first one thousand and forty (1,040) hours of regular part-time service with the Employer; however, said annual leave credit may not be used. After one thousand and forty (1,040) hours, annual leave may be allowed up to the limits of the amount earned. Annual leave credited 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.

NOTE: Monthly accrual shall commence at the completion of a major portion of a month of continuous service.

Accumulation of annual leave will not exceed two hundred and forty (240) hours.

- 14.3 An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave if the employee has used a minimum of eighty (80) hours of annual 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. Vacation donated under leave sharing will be included in the eighty hours used to qualify for a cash out.
- 14.4 Only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand and forty (1,040) hours of service will upon separation from Benton County for any reason, receive compensation for accumulated annual leave, not to exceed two hundred and forty (240) hours.
- 14.5 The Public Works Manager or his/her designee will arrange annual leave time for the employees on such schedules which will least interfere with the functions of the department. The minimum annual leave time frame for usage is four (4) hours of vacation time. If the time is taken at the beginning or end of the shift and is requested in

accordance with Section 14.2, then the minimum annual leave time frame for usage may be one (1) hour of vacation time.

ARTICLE 15 – LEAVE SHARING

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

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

15.2 Policy: Leave sharing shall be implemented as follows:

- A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred annual leave.
- B. The transferring party must either:
 - 1. Have taken at least forty (40) hours of annual leave in the previous twelve (12) months; or
 - 2. Have no less than forty (40) hours of accrued paid leave after the transfer is completed.
- C. All requests for transfer of annual leave will be submitted on a Voluntary Transfer of Annual Leave form to the Public Works Manager or designee. Each request will include:
 - 1. The amount of leave to be transferred;
 - 2. The names, signatures, and offices/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 Public Works Manager. If the transfer is approved, the Public Works Manager will sign the request and submit it to the Auditor's Office for processing, with a copy to the Personnel Resources Department.

- E. The Employer is responsible for monitoring the use of transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Annual 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 Elected Official or Department Manager will deduct the time used evenly among the donors (*e.g.*, if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor.
- F. An employee may accumulate no more than two hundred (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 two hundred (200) hours. If the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of annual leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of employees donating leave will be kept strictly confidential.

ARTICLE 16 – SICK LEAVE

- 16.1 Leave with full pay on account of illness or injury will be earned by all employees working on a regular monthly basis, at the rate of eight (8) hours for each completed month, or major portion thereof, of service from the time of employment, but only for one (1) of the following reasons, where the facts are established by the Employee's supervisor:
- A. Because of and during illness or injury incapacitating the employee to perform his duties, or
 - B. By reason of exposure to contagious disease during such period as his attendance on duty would jeopardize the health of fellow workers or the public, or
 - C. To care for a child of the employee (defined in Section 16.3, below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (as defined in Section 16.3, below) who has a serious health condition or an emergency condition (eligible employees may use any or all employee's sick leave or any other paid time off to care for a member of the employee's immediate family); or

- D. Bereavement Leave: For the death of family members meeting the definition of “immediate family” in Section 16.3 below, and for the death of children of the employee of any age -- five (5) days maximum per death; or
 - E. For appointment for immediate family (defined below) who resides in the employee's household for the following purposes, if arrangements cannot be made during off hours: doctor, dental or optical; treatments as prescribed by a doctor, dentist or eye doctor; laboratory work or x-ray work by order of doctor, dentist or eye doctor (a minimum of one (1) hour sick time will be charged for such appointments); or
 - F. Death of a friend or relative not meeting the definition of “immediate family” in Section 16.3 below -- one (1) day maximum per death.
- 16.2 All employees may accrue up to a maximum of one thousand and forty (1,040) working hours of sick leave. However, employees hired after December 18, 1995, may only be compensated upon separation from the Employer based on a maximum of eight hundred (800) hours subject to the provisions of Section 16.5 below. For those employees only, the hours between eight hundred (800) and one thousand and forty (1,040) have no cash value and may only be used for a catastrophic illness.
- 16.3 “Immediate family” means:
- A. Child: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability;
 - B. Spouse: The husband or wife of the employee;
 - C. Parent: A biological parent of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child;
 - D. Parent-in-Law: Parent of the spouse of the employee; and
 - E. Grandparent: A parent of a parent of the employee.
 - F. Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.
- 16.4 Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, if requested by the department head, the employee shall submit a written statement to the department head explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee who is off work due to illness in excess of three (3) work days (or less if sick

leave abuse is an issue as determined by the employer) may be required to provide a doctor's verification of the illness as well as their doctor's approval to return to work.

- A. Employees on sick leave in excess of five (5) work days are required to call their department head 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.
- B. Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence and if determined to be necessary by the employer, will be required to provide a doctor's statement explaining that the employee is capable of performing all duties contained in the classification description and that the employee is capable of performing those duties at normal levels of efficiency.

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

- A. Employees employed before July 1, 1992, will be paid for fifty percent (50%) of unused sick leave at voluntary termination or retirement from Benton County. For retirement, the Employer makes this payment into the employee's VEBA account.
- B. Employees hired on or after July 1, 1992, who regularly retire from Benton County under the County's retirement program, shall receive payment for twenty-five percent (25%) of their unused sick leave. Such payment shall be limited to employees with five (5) or more years' service and shall not exceed Three Thousand Dollars (\$3,000). This payment is to the employee's VEBA account.
- C. For employees with PERS I, the County will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

16.6 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 (Benton County Resolution No. 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Leave, Washington Family Leave Act leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Spouse Leave, in accordance with State law.

16.7 Sick Leave Incentive. Regular full-time employees who have not used any hours of sick leave in the preceding twelve (12) months (e.g., on June 30th, looking back to July 1st of the previous year) and who have been continuously employed during the entire twelve (12) months, will be allowed to convert a maximum of twenty-four (24) hours of sick leave to eight (8) hours of annual leave. Those twenty-four (24) hours will be deducted

from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee.

ARTICLE 17 – JURY DUTY

An employee receiving a summons to report for jury duty will notify his/her supervisor the next working day after receiving the summons. Employees residing in Benton County on leave for jury duty will receive their regular pay and will not be paid jury pay. Employees living in other counties on leave for jury duty will be paid the difference between their regular pay and the jury pay for the time he/she is absent on jury duty. The employee must provide satisfactory evidence that jury duty was served. An employee shall report to work during all hours he/she is released from jury duty. If less than one (1) hour remains from the time of such release to the end of the employee's regular shift, the employee shall call his/her supervisor for instructions.

ARTICLE 18 – MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard will be granted leave for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive his or her normal pay. This provision is subject to applicable State and Federal laws.

ARTICLE 19 – LEAVE OF ABSENCE WITHOUT PAY

- 19.1 An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave of the department director or designee. Such department director or designee may approve or disapprove said leave. Such leave requests shall be made thirty (30) days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and the department director or designee will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave will operate to the detriment of the department's service. The employer may renew a leave of absence without pay.
- 19.2 While on a leave without pay that is not FMLA leave, the Employer's insurance contribution ceases, and the employee is eligible for COBRA benefits. The employee's accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on a leave without pay. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

- 19.3 Other than a disciplinary suspension without pay, no leave without pay will be granted to any employee until he/she has first utilized all vacation leave accruals. Such leave will not be granted for the purpose of the employee gaining personal advantage or profit. If the employer determines that there is need for such information, the employee must present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.
- 19.4 Should the employee become incapacitated during his leave of absence without pay or should the leave of absence without pay have been a result of incapacitating injury or sickness, the employee must present satisfactory evidence of capability of resuming his former duties at his former level of efficiency before returning to work.

ARTICLE 20 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. Absence not on duly authorized leave will be treated as leave without pay and will constitute grounds for disciplinary action inclusive of discharge/termination. Unauthorized absence from duty for three (3) consecutive days constitutes separation or termination from service. The Personnel Action Form will be used in applying for any leave.

ARTICLE 21 – LEGAL HOLIDAYS

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

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th

An employee will not receive holiday pay if the employee is absent on his/her last scheduled work day prior to or the first scheduled work day following the holiday if the

absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

Employees are entitled to the one (1) floating holiday annually after completing six (6) months of employment. Employees must receive their supervisor's approval before taking their floating holiday. The floating holiday may be taken only in full.

Holiday pay will be calculated on the basis of an eight (8) hour day.

- 21.2 If any holiday falls on Sunday, the following Monday will be taken off. If any holiday falls on a Saturday, the preceding Friday will be taken off.

ARTICLE 22 – PENSIONS AND RETIREMENT

- 22.1 Public Employees Retirement System: Employees shall participate in the Public Employees Retirement System as set forth in applicable statutes.

- 22.2 Teamsters Pension:

- A. Employees have elected to divert by way of wage reduction the amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours, and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and wage diversion. Effective January 1, 2014, through December 31, 2014, inclusive, the diversion shall be One and 02/100 Dollars (\$1.02) per compensable hour for each member of the bargaining unit for which compensation is paid.

Effective January 1, 2015, Employees have elected to divert by way of wage reduction the additional amounts of Zero and 48/100 Dollars (\$0.48) per compensable hour for each member of the bargaining unit for which compensation is paid, in addition to the current hourly diversion of One and 02/100 Dollars (\$1.02) per compensable hour for each member of the bargaining unit for which compensation is paid, for a total diversion by way of wage reduction in the amount of One and 50/100 Dollars (\$1.50) per compensable hour for each member of the bargaining unit for which compensation is paid.

- B. Effective January 1, 2014, through December 31, 2014, inclusive, employees have elected to divert a portion of the Employer insurance contribution to the Trust (see Section 26.2.A.2). The diversion shall be Forty-Eight Cents (\$0.48) per compensable hour. The diversion/payment is for each member of the bargaining unit for which compensation is paid; is applicable to all compensable hours including overtime hours; and is computed monthly. The overtime rate of pay does not include this diversion/pension payment.

- C. The Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, as stated above, One and 02/100 Dollars (\$1.02), plus Zero and 48/100 Dollars (\$0.48), equals One and 50/100 Dollars (\$1.02 + \$0.48 = \$1.50). There is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer make any contribution.

ARTICLE 23 – TEN-MINUTE COFFEE BREAKS

Approximate mid-morning and mid-afternoon coffee breaks may be taken in accordance with past practices as worked out by Supervisors.

ARTICLE 24 – CLASSIFICATION DESCRIPTIONS

Classification descriptions for employees under this Contract have been furnished to the Union in coordination with the Martin Kinney pay and job description study. The parties agree that the classification descriptions which accompany the pay plan will be applicable to the work requirements of employees. The parties have agreed that these classification descriptions will not be changed without prior notice and discussion with the Union.

ARTICLE 25 – WAGES

25.1 Negotiated increases to salary schedules reflected in contracts years will be administered in accordance with the following provisions:

- A. Effective January 1, 2014 the CBA's 2013 Salary Schedule will be increased by three and one-half percent (3.5%) for 2014. Retroactive compensation shall be limited to all employees in the Unit upon signature to the CBA by all parties,

This calculation and process shall be determined and established by the Benton County Personnel Resources Department. Effective January 1, 2015, employees shall divert an additional Zero and 48/100 Dollars (\$0.48) per compensable hour from wages, in addition to the current One and 02/100 Dollars (\$1.02) per compensable hour, for each member of the bargaining unit for which compensation is paid, towards the Union Pension Fund, pursuant to Section 22.2, *supra*.

- B. Effective January 1, 2015, the 2014 Salary Schedule will be increased by two and one-quarter percent (2.25%) for 2015. This calculation and process shall be determined and established by the Benton County Personnel Resources Department.

- C. Effective January 1, 2016, the 2015 Salary Schedule will be increased by two and one-quarter percent (2.25%) for 2016. This calculation and process shall be determined and established by the Benton County Personnel Resources Department.
- 25.2 The parties recognize that pension contributions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 22.2.A. of this Agreement are a portion of the total economic wage package and are included in the salaries set forth in the Salary Schedule. Therefore, when comparable salaries are utilized, these pension contributions are included in the salaries. Likewise, when increases in the salary schedule are factored, these pension contributions are included in the salaries when any calculation is performed.
- 25.3 The pay plan will be administered in accordance with the following provisions:
- A. The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H" and "I". Implementation of pay steps will commence on the first day of the month following either successful completion of the probationary period or the performance review period. Eligibility for such steps will be subject to the completion and issuance of a written appraisal establishing successful completion of the probationary period, or performance review period for a step increase.
- B. Entrance Pay Rate: Persons selected to fill vacant positions may be hired by the elected official or department head 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.
- If an employee begins at Step A, they will be paid at Step A for a period of six (6) months. On successful completion of probation, the employee will be moved to Step B.
- If an employee begins at Step B or above of the pay plan, the employee will remain in Step B for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step subject to successful completion of their six (6) month 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 will serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step. Eligibility for movement will be subject to a successful job performance based on the issuance

of a written performance appraisal. A step increase, or Step I continuance, will not be withheld if the employee does not receive a performance appraisal.

- D. The above provisions relate to only the horizontal progression through the pay plan (*i.e.*, movement from Step 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 department head or elected official 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 twelve (12) consecutive months from the date of denial. Denials and the basis for denial are subject to the grievance procedure up to Step 3. If either party seeks to invoke Step 4 (final and binding arbitration), the outcome of such arbitration shall be advisory only; except if the arbitration relates to a second denial for the same pay step.
- F. Promotion: Promotions are subject to the determination of the Public Works Manager. Such employee will receive the starting rate/step of the new classification if higher than the current lower classification step. If the starting step is not higher, the employee will be placed at the next appropriate higher step that provides an increase, provided that the step does not exceed the pay rate at Step I of the higher grade. In all cases, however, the employee will receive no less than a five percent (5%) pay raise, and the employee will be given a new anniversary date for step increases. An employee promoted to an A step is entitled to a step increase in six (6) months.
- G. Demotion: An employee who moves to a lower pay grade shall move to the step in the lower grade that results in the smallest decrease in pay, except when the demotion is associated with disciplinary action. A demotion may be voluntary or involuntary. The employee will be given a new anniversary date for step increases.

25.4 The Employer will pay the cost of medical examinations and license renewal fees for employees who are required to carry commercial driver licenses as a condition of employment and who incur out-of-pocket expenses after payment by health insurance. Funds expended by the employee will be reimbursed when the employee provides documentation proving that the costs have been incurred (for medical examinations, the employee must provide the Explanation of Benefits from the insurance company). If an appointment for a medical examination is during business hours, the employee will be allowed two (2) hours for the medical examination, after which time the employee must use sick leave for time taken off work for the examination.

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

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

25.6 Work In Higher Classification: Employer Road personnel who are specifically assigned to perform work in a higher classification will receive pay at the entrance step (Step A) of the higher classification for those days worked in the higher classification. If the entrance step is not higher, the employee will be placed at the next higher step that provides an increase. The Employer will determine the length of the temporary assignment to a higher classification and upon completion of those tasks as determined by the Employer, said employee shall return to the prior classification and pay.

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

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

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

25.7 Temporary Assignments: An employee who is regularly assigned to one work location (*i.e.*, the Prosser shop or the Kennewick shop) and who is temporary assigned to work in the other work location will be permitted to check in at the employee's regular work location and pick up an Employer vehicle to drive to the temporary work location, in which case the employee's work day begins when he/she arrives at the regular work location to pick up the Employer vehicle.

ARTICLE 26 – MEDICAL, HOSPITAL AND LIFE INSURANCE

26.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in Section 26.2 below. Employees may change their plan options annually during the County's Benefits Fair. All employees are required to participate in the Employer's designated life insurance plan.

The Employer contributions indicated in Section 26.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

26.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) and Group Health Options as the medical and hospital plans for medical insurance coverage available to the Union members. Union members will also have the choice, as a unit, to have: either Teamsters Dental Insurance or Employer Dental Insurance; and either Teamsters Vision Insurance or Employer Vision Insurance. The Road Department bargaining unit has elected to have Twelve Thousand Dollars (\$12,000) face value life insurance coverage.

A. Effective with the first payroll cycle following the date of the last signature to the CBA, the Employer agrees to provide towards the Employee's health and welfare costs up to the amount of One thousand, Ninety-One and 20/100 Dollars (\$1,091.20).

This amount will serve as the "baseline" for calculating the Employer's contribution towards health and welfare benefits in the "out years" of the three (3) year CBA, *i.e.*, 2015 and 2016.

B. 2015: Effective January 1, 2015, the Employer will increase its contribution towards the employees' health and welfare benefits up to ten percent (10%) of the "baseline" figure referenced in the first paragraph of this section. Actual increases to the baseline in excess of the ten percent (10%) increase in the Employer's contribution to the baseline will be split fifty/fifty (50%/50%) between the Employer and the employees. That is, the Employer agrees to pay fifty percent (50%) of the increase in health and welfare benefits over and above fully funding up to a ten percent (10%) increase above the baseline for 2014.

The Employer's contribution towards the actual costs of health and welfare benefits for 2015 will become the new "baseline" for calculating the Employer's contribution to health and welfare benefits for 2016 only.

- C. 2016: Effective January 1, 2016, the Employer will increase its contribution towards the employees' health and welfare benefits up to ten percent (10%) of the 2015 "baseline" figure referenced in this section. Actual increases to the expenses of the employees' health and welfare benefits for 2015 in excess of the ten percent (10%) increase in the Employer's contribution to the baseline will be split fifty/fifty (50%/50%) between the Employer and the employees. That is, the Employer agrees to pay fifty percent (50%) of the increase in health and welfare benefits over and above fully funding up to a ten percent (10%) increase above the baseline for 2015.
- 26.3 For UEBT coverage, the employee is eligible if he/she is a regular full-time employee and was compensated forty (40) hours or more the previous calendar month. If the employee is a regular full-time employee and elects Group Health (Washington Counties Insurance Fund or "WCIF") and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the 2nd through the 31st, coverage begins the 1st of the following month. If the first falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.
- 26.4 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 was compensated at least forty (40) or more 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.
- 26.5 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.
- 26.6 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 27 – COMPENSABLE ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in his/her absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, his/her accumulated sick leave and/or annual leave will apply toward the base wage difference between the time loss payment and his/her normal base wage. The total of the two (2) payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, he/she will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation for the majority of a month, the employee will not accrue vacation or sick leave. While the employee has sick leave and/or vacation leave available, and/or while covered under the 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 sick/vacation leave and FMLA leave, he/she will be eligible for COBRA benefits and the Employer's insurance contribution will cease. While on workers compensation, an employee's time loss pay will be administered by the Personnel Resources Department; however, the employee must keep his/her supervisor informed of his/her status and prognosis for return to work on a weekly basis.

ARTICLE 28 – BOOT ALLOWANCE

The Employer agrees to reimburse each regular employee once annually, following successful completion of the probationary period, up to Three Hundred Dollars (\$300.00) per calendar year towards the cost of up to two (2) pair of work boots that must be worn by the employee at work. The boots shall satisfy the requirements of WAC 296-155-212.

ARTICLE 29 – TRANSFERS

29.1 By classification, prior to an open requisition being published, an internal only "notice of Opening" will be posted at each work site. Employees within the classification will have five (5) working days to give written notification of interest to Management. The most senior employee that has given written notice will be transferred to the open position, except when by mutual agreement by the Employer and the Union, the next-senior employee will be transferred.

In cases where a transfer from one crew to another crew would cause the transferring employee to be supervised by the employee's family member or close relative, as defined in Section 29.2 below, such transfer will not be allowed.

It is also agreed, the Employer will not employ supervisors to supervise the bargaining unit when the supervisor is an employee's family member or close relative, as defined below.

29.2 Definitions:

- A. "Family member" means the husband or wife, or the person living as husband or wife, and children, whether natural, adoptive or step.
- B. "Close relative" means the natural, adoptive, or step brother, sister, mother, or father, aunt, uncle, niece, nephew, or a relative by marriage (*i.e.*, mother, father, brother, sister, son and/or daughter-in-law).

ARTICLE 30 – NO STRIKE CLAUSE

- 30.1 Neither the Union nor the employee shall cause, condone or participate in any strike or work stoppage or other interference under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employer employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. The employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the Employer.
- 30.2 The Employer agrees there will be no lockouts during the term of this Agreement.
- 30.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 31 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, 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 32 – SUBORDINATE TO STATUTES

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

ARTICLE 33 – TIME TABLE

The parties agree that a target schedule for conferences and negotiations between the parties with respect to negotiations for a Collective Bargaining Agreement is as follows:

- A. Union's proposal submitted in writing to the Employer by September 1, 2016.
- B. Employer's response submitted to Union by October 1, 2016.
- C. Negotiations to begin as near October 15, 2016, as is mutually convenient.

ARTICLE 34 – ENTIRE AGREEMENT

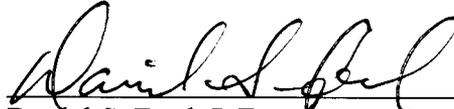
- 34.1 This document constitutes the complete agreement by and between the parties, and no other agreements and/or understandings, written or otherwise, prior to or simultaneous with the signing of this agreement is binding on the parties.
- 34.2 Any offers, modifications of offers, withdrawals of offers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

ARTICLE 35 – TERM OF AGREEMENT

- 35.1 This Agreement will become effective January 1, 2014, except as otherwise indicated, and will remain in effect until the 31st of December, 2016.
- 35.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC will be advisory only and not binding on either party.

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

BENTON COUNTY PUBLIC WORKS



Daniel S. Ford, P.E.
Public Works Manager/County Engineer

Date: _____

TEAMSTERS LOCAL 839



Robert C. Hawks,
Secretary/Treasurer

Date: 11/19/14

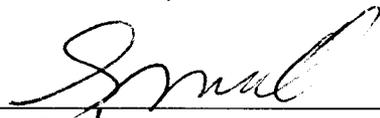
BOARD OF BENTON COUNTY COMMISSIONERS



Chair
Date: 11-18-14



Member



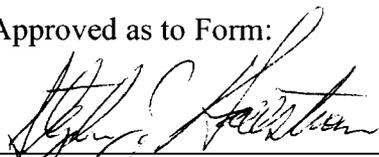
Member
Attest:

Constituting the Board of
Benton County Commissioners



Clerk to the Board

Date: 11-18-14

Approved as to Form:


Stephen J. Hallstrom, Senior Deputy
Prosecuting Attorney

2014 SALARY SCHEDULE

2014 - 2016
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

ROAD DEPARTMENT

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
13	3953	4032	4173	4319	4470	4626	4788	4956	5129
11	3585	3657	3785	3917	4054	4196	4343	4495	4652

cc: Road Department, Payroll, Personnel, Teamsters #839 and Stephen Hallstrom