

RESOLUTION

2015 054

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE 2015-2016 AGREEMENT BETWEEN BENTON COUNTY
AND TEAMSTER'S LOCAL 839, REPRESENTING SHERIFF'S OFFICE CLERICAL
EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement
with Teamster's Local 839 negotiating team for the 2015-2016 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 13 day of Jan, 2015.



Chairman of the Board

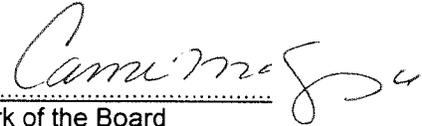


Member



Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest 
Clerk of the Board

2015 - 2016 AGREEMENT

Between

BENTON COUNTY

And

TEAMSTERS LOCAL NO. 839

Representing the

SHERIFF'S OFFICE CLERICAL EMPLOYEES

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

c: Sheriff's Office
County Administrator
Personnel Resources Department

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THIS AGREEMENT is made pursuant to the provisions of chapter 41.56 RCW, by and between County of Benton Sheriff's Office, the Board of County Commissioners and Teamsters Local 839, representing the Sheriff's Office Clerical employees.

WITNESSETH:

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

WHEREAS, it is intended that the following agreement will be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes, and insofar as applicable, the rules and regulations promulgated by the Benton County Civil Service Commission; and,

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

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

ARTICLE 1 – CONSIDERATION

The consideration for this agreement is the covenants mutually bargained and agreed to by the parties as expressed herein.

ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement will be in full force and effect for the period commencing on January 1, 2015, except as otherwise indicated in this Agreement, and terminating on the 31st day of December, 2016.

ARTICLE 3 – NEGOTIATIONS

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

ARTICLE 4 – TIME TABLE

The parties agree that a target schedule for conferences and negotiations between the parties in 2016 with respect to extending this Agreement beyond December 31, 2016, is as follows:

- 4.1 Union submits its proposals to the Employer by August 1st.
- 4.2 Employer responds by September 1st.
- 4.3 Negotiations, if required, to begin by September 15th.
- 4.4 The parties may agree in writing to extend or shorten this time table.

ARTICLE 5 – SUBORDINATE TO STATUTES, ETC.

This Agreement will in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of Benton County, the Benton County Civil Service Commission, regulations within its statutory jurisdiction and will further be subject to the statutes of the State of Washington.

ARTICLE 6 – RECOGNITION

The Employer recognizes Local 839 as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for non-uniformed personnel/clerical employees of the Sheriff's Office, excluding the Sheriff, Undersheriff, other management and/or supervisory personnel and confidential personnel, uniformed Deputy Sheriffs (Road Deputies), Sergeants, Corporals, and Detective Lieutenants, as defined in RCW 41.56.030 (6) and Correctional Officers.

ARTICLE 7 – LIMITATIONS UPON UNION ACTIVITY

No Union meetings will be held on the Employer's time.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement will be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs

of the Employer concerning such prerogative includes, but is not limited to, the following matters:

- A. The right to establish and institute reasonable lawful work rules and procedures, and the right to make changes to personnel rules and policies.
 - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
 - C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement and/or as provided by the General Rules and Regulations of the Benton County Civil Service Commission.
 - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
 - E. The right to determine what law enforcement duties will be performed by various Sheriff's Office personnel.
 - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, will nevertheless be performed by the employee when requested by a superior officer.
 - 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 will determine whether or not an emergency exists. An emergency will be a sudden or unexpected happening or situation that calls for action without delay.
 - H. The right to close, relocate, reorganize, or eliminate an office, branch, operation, or facility.
- 8.2 Nothing in this Agreement will be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Board of Benton County Commissioners and the Sheriff of Benton County, and the rights and obligations owed thereby to the electorate.
- 8.3 Past Practices: The Employer reserves the right to change past practices based upon applicable statutory and case law, or state or federal regulatory rules and regulations.

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

ARTICLE 9 – EMPLOYEE RIGHTS

- 9.1 An employee has the right upon request to inspect his/her personnel file in the presence of his/her immediate supervisor or his/her 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 performance will be placed in the file without the employee's signature acknowledging receipt and the opportunity to attach his/her comments. A copy of any entry to his/her file will be given to the employee.
- 9.2 The off-duty activities of an employee will not be cause for disciplinary action unless said activity is detrimental to the employee's work performance, or is harmful to the Employer's business-
- 9.3 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 County will have the right to discontinue the availability of said Union bulletin board
- 9.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 9.5 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 at a reasonable time prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules will be resolved through the grievance procedure.

ARTICLE 10 – UNION SECURITY

- 10.1 All employees in the bargaining unit except as described in Article 10.6 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.
- 10.2 All employees within the bargaining unit who are not members of the Union, must as a condition of employment while on the 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.

- 10.3 Employees who are members of the Union on the effective date of this Agreement 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.
- 10.4 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.
- 10.5 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 request that the Employer take final action on a delinquency.
- 10.6 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 shall set forth the reasons for the claim for exemption. If the Union disagrees with such request for exemption, the question will be resolved in accordance with provisions of Article 21 (Grievance Procedure).

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

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

ARTICLE 12 – POLITICAL ACTIVITY

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

ARTICLE 13 – SAVINGS CLAUSE

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

ARTICLE 14 – ENTIRE AGREEMENT

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

ARTICLE 15 – VACATIONS

15.1 Effective the first of the month following the date of last signature on this Agreement, annual leave with pay (vacation) 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 or Major Portion Thereof</u>
1 through 5	10 hours
6 through 10	12 hours
11 through 15	15 hours
16 through 19	16.5 hours
20 and over	18 hours

15.2 Annual leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer, however, it may not be used in the first six (6) months. 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. The employee must request and receive prior approval from the Employer before the employee can use accrued annual leave.

15.2.1 Annual leave may be accumulated during the first one thousand, forty (1,040) hours of regular part-time service with the Employer; however, said annual

leave credit may not be used during that period. After the first one thousand, forty hours (1,040), or any subsequent month, 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, forty hours (1,040) of service may be allowed during the month earned or any subsequent month. The employee must request and receive prior approval from the Employer before the employee can use accrued annual leave.

NOTE: Monthly accrual will credit at the completion of a major portion of a month of continuous service. Total accumulated annual leave will not exceed two hundred forty (240) hours at any time. Any employee hired after June 1, 1995, will not be entitled to accrue more than two hundred (200) hours of annual leave at any time.

- 15.2.2 Upon separation from Benton County for any reason, only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand, forty (1,040) hours of service, will be allowed to cash out the employee's accumulated annual leave but not to exceed two hundred forty (240) hours, or two hundred (200) hours, depending upon the date of hire.
- 15.3 Employees may take vacation days in periods of less than one (1) week.
- 15.4 Vacation time for employees will be arranged on schedules that will least interfere with the functions of the Sheriff's Office. Vacation may be taken on days sequential with employees' scheduled days off provided that employees as a group propose a schedule which will provide coverage equal to that heretofore provided. Split vacations of one (1) week at a time may be arranged subject to approval of the Sheriff.
- 15.5 In accordance with Article 32, regular part-time employees will be credited with annual leave in an amount equal to the number of hours worked divided by one hundred, seventy-three and a third ($173\frac{1}{3}$) and multiplied by the applicable accrual rate, to the nearest one-half hour. For example, an employee with two (2) years of service who works one hundred, sixty (160) hours during July would receive annual leave credit for July as follows: one hundred, sixty divided by one hundred, seventy-three and a third ($160/173\frac{1}{3}$ or ninety-two percent (92%) of ten (10) hours which would be nine (9) hours.
- 15.6 An employee is eligible to cash out forty (40) hours of annual leave if the employee has used a minimum of eighty 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 (80) hours used to qualify for a cash out.

ARTICLE 16 – SICK LEAVE

- 16.1 Eligibility for paid sick leave use will begin after the employee completes one (1) month of continuous service, but earning sick leave credit will start with date of employment.
- 16.2 Regular full-time employees will earn credit at the rate of eight (8) hours of paid sick leave per month of continuous service (ninety-six (96) hours per year) accumulated to a maximum of one thousand, forty (1,040) hours. However, upon separation from Benton County, employees hired after July 1, 1995, may only be compensated based on a maximum of eight hundred (800) hours subject to the provisions of Section 16.6 below. For those employees only, the hours between eight hundred (800) and one thousand, forty (1,040) have no cash value and may only be used for a catastrophic illness. Sick leave credit will accrue after working the majority of a given month.
- 16.3 Paid sick leave may be used for only the following reasons when the facts are verified 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 of the Employer; or
 - C. To care for a child of the employee (defined in Section 16.4, below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 16.4, 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: Death in the immediate family (defined in Section 16.4, below) – forty (40) hours maximum per death, regardless of whether the deceased resided in the employee's household (for purposes of this section only, immediate family includes a child of any age); or
 - E. For appointment for the following purposes that cannot be arranged during off hours: doctor, dental or optical; treatments as prescribed by doctor, dentist or eye doctor; laboratory work or x-ray work by order of doctor, dentist or eye doctor; or
 - F. Death of a friend or relative not meeting the definition of immediate family (defined in Section 16.4, below), (8) hours maximum per death.
- 16.3.1 The need to use sick leave shall be reported to the employee's supervisor at the beginning of any period of sick leave prior to the start of the employee's scheduled work shift. Upon return to work the

employee shall submit a written statement to his/her immediate supervisor 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, shall be required to provide a doctor's verification of the illness as well as their doctor's approval to return to work.

- 16.3.2 In accordance with Article 32, regular part-time employees will be credited with sick leave in an amount equal to the number of hours worked divided by one hundred, seventy-three and a third ($173 \frac{1}{3}$) and multiplied by eight (8) hours to the nearest one-half ($\frac{1}{2}$) hour. For example, an employee works one hundred sixty (160) hours during July. Sick leave credit for July would be one hundred, sixty ($160/173 \frac{1}{3}$) or ninety-two percent (92%) of eight (8) hours, which would be seven and one-half ($7 \frac{1}{2}$) hours.
- 16.3.3 Employees on sick leave in excess of five (5) work days are required to call their immediate supervisor or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.
- 16.3.4 Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence, and if determined necessary by the Employer, will be required to provide a doctor's statement explaining that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

16.4 "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;
- E. Grandparent: A parent of a parent of the employee; and

- F. Brother or Sister: A biological or adopted brother or sister of the employee.
 - G. Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.
- 16.5 Family and Medical Leave: The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution 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.
- 16.6 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 hired before August 1, 1992, will be paid for fifty percent (50%) of unused sick leave on voluntary termination or retirement from Benton County. This payment will be to the employee's VEBA account.
 - B. Employees hired on or after August 1, 1992, upon voluntary termination or retirement from Benton County, shall receive payment for twenty-five percent (25%) of their unused sick leave. Such payment shall be limited to employees with ten (10) or more years service and shall not exceed Three Thousand and No/100 Dollars (\$3,000.00). This payment will be to the employee's VEBA account.
 - C. For employees with PERS I, the Employer 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.
- 16.7 The Employer may provide light duty assignments and reasonably accommodate ill and/or injured employees. The concept of reasonable accommodation is subject to the availability of a position and the ability of the employee to perform the essential duties of that position.
- 16.8 Sick Leave Incentive. Employee sick leave use will be periodically reviewed. Regular full-time employees who, by December 31st, (1) have more than six hundred (600) hours of accrued sick leave, (2) have not had any unscheduled sick leave during the calendar year, and (3) have been continuously employed during the entire calendar year, will be allowed to convert accrued sick leave hours in excess of six hundred (600) to annual leave, on a two-for-one basis. Converting sick leave to annual leave is limited to a maximum of one hundred (100) hours per calendar year and shall not result in an employee's annual leave bank to exceed limits set forth in Article 15.2. (For example, an

eligible employee with seven hundred, fifty (750) hours of sick leave on December 31st may elect to have one hundred (100) hours of sick leave deducted from his/her sick leave bank and converted into fifty (50) hours of annual leave, to be added to his/her annual leave bank, provided that the fifty (50) hours of annual leave will not result in the employee exceeding the applicable annual leave accrual cap in Article 15.2.). Converting sick leave to annual leave is at the employee's option.

ARTICLE 17 – HOLIDAYS

17.1 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	1st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday 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.

- 17.2 In addition, each employee is entitled to one (1) floating holiday annually after six (6) months of employment. In order for the employee to use the floating holiday, he/she must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.
- 17.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For those employees whose regular work schedule work is Tuesday through Saturday, s/he will observe a Monday holiday on a Tuesday directly following the Monday holiday. If a holiday falls on a Saturday, s/he will observe the holiday on Saturday.

- 17.4 Deferred Holidays: Employees may elect to receive their holiday pay in the December paycheck. Deferred holidays may include the regular holidays and one (1) floating holiday, but will not include Christmas Eve or Christmas Day. If an employee elects to defer a holiday, he or she will make the request in writing at a time to be determined by the Sheriff. Deferred holidays will be paid annually in the December paycheck. If an employee elects to defer a holiday but then wishes to take the holiday off, he or she must submit a leave request. If the employee does not elect in writing to defer holidays, the holiday pay will be included in the regular monthly pay period in which it was earned.
- 17.5 Effective the first of the month following the date of last signature on this Agreement, an employee who is authorized by his/her bureau administrator to work on a Holiday (the observed day) will be paid at one and one-half (1-1/2) times the employee's regular straight time rate for the amount of hours worked on the observed day. The employee will also receive the additional eight (8) hours holiday pay at the employee's regular straight time rate.

ARTICLE 18 – PENSIONS AND RETIREMENT

Employees will participate in the State Employees Retirement Plan as set forth in chapter 41.40 RCW.

ARTICLE 19 – JURY DUTY, MILITARY LEAVE

- 19.1 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 shall be subject to applicable State and Federal laws.
- 19.2 Employees called to jury duty will provide a copy of their jury notification to his/her supervisor the first working day following receipt. Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay, but will receive his/her regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay. It will be the employee's responsibility to present satisfactory evidence of serving on jury duty and the amount received as jury pay. The Sheriff reserves the right to contact the court involved to seek relief from the summons. An employee shall report to work during all hours he/she is released from jury duty. If jury duty ends before the end of the employee's regular shift, the employee shall call his/her immediate supervisor or chain of command for instructions.

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

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.1 The normal work day will consist of eight (8) consecutive hours out of the calendar day. Normal shift hours will be generally in accordance with past practices; provided however, the Benton County Sheriff may modify the normal schedule of hours of work according to his determination of the service needs.
- 20.2 The normal work week will comprise five (5) normal work days, as just defined, within the period of one (1) calendar week.
- 20.3 The normal work month will comprise whatever total of normal work days result from a regular scheduling of five (5) days per calendar week, but this total will in no month exceed twenty-three (23) days.
- 20.4 Shift hours will be established by the Sheriff. Employees will be allowed sufficient time for lunch, normally one-half (1/2) hour, but it is understood that they remain in duty status during such time.
- 20.5 Subject to the approval of the Sheriff, each division within the Sheriff's Office may vote by a majority for rotating, permanent or other shift arrangements.
- 20.6 Employees will be paid at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours per seven (7) day work period or in excess of eight (8) hours per day, but not both. Paid or unpaid leave shall not constitute time worked for overtime purposes.

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

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

- 20.7 Employees who are called outside of their regular shifts to attend meetings or court time will be paid the applicable hourly rate for such meeting time or court time with a minimum of two (2) hours for each such event.

- 20.8 For employees assigned to designated positions in the jail, the Employer may elect to implement a normal work schedule of ten (10) consecutive hours in the calendar day. The normal work day and normal work shift hours will be determined by the Employer as follows:
- A. If the Sheriff chooses to implement ten (10) hour shifts, the normal work week will be comprised of up to four consecutive work days within the period of one (1) calendar week. Employees will be paid at the rate of time and one-half (1½) for hours worked in excess of forty (40) hours in the seven (7) day work period or in excess of ten (10) hours per day, but not both.
 - B. If the Employer elects to implement ten (10) hour shifts, this Agreement otherwise remains based on an eight (8) hour day, including but not limited to sick leave accrual, annual leave accrual, holiday pay (described below), bereavement leave, disciplinary suspensions, and computation of hourly pay rates.
 - C. All employees regularly scheduled to work on holidays that occur during the ten (10) hour shift schedule will receive eight (8) hours holiday pay consistent with the following provisions:
 - 1. Whenever an employee is scheduled to work and does work on an actual holiday, he or she will be paid the regular hourly rate for eight (8) hours in addition to the normal salary.
 - 2. Whenever an actual holiday falls on an employee's scheduled day off and he or she works either the day preceding or the day following the regular scheduled days off the employee will be paid the regular hourly rate for eight (8) hours in addition to the normal salary.
- 20.9 Members of the bargaining unit shall be given first consideration to fill open shifts. Open shift shall mean a shift or partial shift left vacant due to the short-term absence of a bargaining unit employee. The immediate supervisor for the absent employee may assign an employee to the open shift. Any such assignment will be based on seniority, ability to perform the job, and knowledge of the job duties.

ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.1 The parties recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

- 21.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, except for actions of a disciplinary nature pursuant to the terms of this Agreement. All questions or issues involving disciplinary action will be subject only to the Civil Service Commission Rules and Regulations. No disciplinary action may be grieved by an employee except through the Civil Service Commission Rules and Regulations.
- 21.3 Using the procedure set forth in this Article, a grievance may be presented by an employee or the Employer. A grievance brought by the Employer must be initiated at Step 2 of this Article.
- 21.4 Grievances may be heard at any time where practical and feasible.
- 21.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is agreed to in writing. The Sheriff or his designee and the employee or his/her representative may extend the time limits by written agreement.
- 21.6 No grievances, other than grievances initiated by the Employer, shall be valid unless submitted at Step 1 within fifteen (15) working days from its occurrence. If a grievance is not presented within fifteen (15) working days from its occurrence, the grievance will be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it will be considered waived and forever lost. If the Employer does not respond within the specified time limits, the Employer will lose the grievance.
- 21.7 The grievance procedure shall be as follows:

Step 1:

The grievance must be presented in writing to the employee's immediate supervisor within fifteen (15) working days from its occurrence. The immediate supervisor must then respond in writing within fifteen (15) working days after receiving it.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, within fifteen (15) working days of the response in Step 1, the grievance must be presented in writing to the Sheriff. Thereafter, the Sheriff must respond in writing to the aggrieved employee and Union within fifteen (15) working days after receipt of the grievance.

A grievance filed by the Employer against the Union must be submitted in writing to the Union, within fifteen (15) working days after the Employer knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Union Secretary-

Treasurer must respond in writing within fifteen (15) working days after receipt of the grievance.

Step 3:

- A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the aggrieved employee or the Employer will refer the dispute to final and binding arbitration.
- B. Notice - Time Limitation: The Union or the Employer will notify the other in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.
- C. Arbitrator - Selection: After timely notice, the parties will select an arbitrator as follows:
 - 1. The parties will attempt to select the arbitrator within twenty (20) working days after receipt of the grievance at Step 3. The parties agree to work together to have the matter heard at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected using the procedure described in (2), below.
 - 2. In the event the parties cannot agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of 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 agree on an arbitrator from the list of eleven (11) names, then the parties will meet and flip a coin. The losing party will exercise the first strike of one name from the list and communicate that party's choice to the other party. The winning party will then strike one (1) name from the list and so on, proceeding in an alternating order until each party has struck five (5) names from the list. The person remaining will be notified of his/her selection as the arbitrator by the party advancing the grievance to arbitration.
- D. Decision - Time Limit: The arbitrator will hear the matter as soon as the parties and the arbitrator can agree. After the hearing is completed, the arbitrator will enter a decision within thirty (30) calendar days, unless an extension of time is agreed to at the end of the hearing.
- E. Limitations, Scope and Power of Arbitrator:
 - 1. The arbitrator will not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The power of the arbitrator will be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.
3. The arbitrator will consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated, and the arbitrator will not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
4. In conducting hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards will not be made beyond the date of the occurrence upon which the grievance is based, that date being five (5) working days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
3. The arbitrator will not have authority to award punitive damages.
4. In the event that either party evaluates and determines that the arbitration award was beyond the jurisdiction of the arbitrator, the award may be appealed to Superior Court.
5. Each party hereto will pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case as well as one-half (1/2) the expense of the arbitrator.

ARTICLE 22 – TRAVEL

It is necessary that employees whose usual duty station is in the Kennewick area be assigned duty at times in the Prosser area or Benton City. It is also necessary at times that employees whose usual duty station is in the Prosser area be assigned duty in the Kennewick area. The Sheriff's Office will exert its best efforts to equalize such assignments among the employees and, except in emergency situations, will provide transportation in Employer vehicles for such assignments. For employees whose usual duty station is in the Tri-Cities and who are scheduled

for training to take place in the Tri-Cities, the employee will report directly to the training and will be not be paid for travel time to or from the employee's home and the training location.

ARTICLE 23 – MEDICAL, HOSPITAL AND LIFE INSURANCE

- 23.1 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 23.2. Employees may change their plan options annually during the Employer's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Sheriff's Office Clerical bargaining unit has elected to have Twelve Thousand Dollars (\$12,000) face value life insurance coverage.

The Employer's contributions indicated in Section 23.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

- 23.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) with Time Loss and Group Health Options as the medical and hospital plans for medical insurance coverage available to Sheriff's Office Clerical employees.

- 23.2.1 Effective with the first payroll cycle following the date of the last signature affixed to the CBA or, January 1, 2015, whichever is later, the Employer agrees to increase its contribution to health and welfare benefits in the amount of Thirteen and 66/100 Dollars (\$13.66), for a total maximum contribution of up to the amount of Eleven Hundred, Sixteen and 66/100 Dollars (\$1,116.66), to insurance eligible employees.

This amount will serve as the "baseline" for calculating the Employer's contribution towards health and welfare benefits in the "out year" of the two (2) year CBA, *i.e.*, 2016.

- 23.2.2 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 above in this section, based on the actual increases to the UEBT premiums, .

Actual increases to the 2015 baseline in excess of the ten percent (10 %) increase in the Employer's contribution to the 2015 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.

- 23.3 For UEFT 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.

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 UEFT 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.

- 23.4 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.
- 23.5 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 24 – 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 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 the 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 contribution to insurance will cease. While on workers compensation, an employee's time loss pay will be administered by the personnel office; however, the employee must keep their supervisor informed about their status and prognosis for return to work on a weekly basis.

ARTICLE 25 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 25.1 The Sheriff or his designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Benton County Civil Service Commission as well as absenteeism, abusive sick leave and such other just causes consistent with labor arbitration findings and case law. Discipline will be carried out in a manner least likely to embarrass the employee before other employees or the public to the extent possible.
- 25.2 Disciplinary action or measures will include only the following:
- A. Oral reprimand,
 - B. Written reprimand,
 - C. Suspension without pay,
 - D. Demotion,
 - E. Discharge.
- 25.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed will be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. The order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when the employee has first received one (1) written warning relating to the employee's previous work or conduct. An employee may be discharged when the employee has first received a suspension relating to the employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Sheriff under this concept:
- A. First offense - oral reprimand, written reprimand.

- B. Second offense - written reprimand, suspension w/out pay.
 - C. Third offense - written reprimand, suspension without pay, demotion, discharge.
- 25.4 Notwithstanding Subsection 25.3, the Sheriff may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Benton County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended.
- 25.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than thirty (30) calendar days following the work, incident, or conduct which gave rise to the complaint, or later than thirty (30) calendar days of such work, incident or conduct being known to the Employer by way of investigatory proceedings.
- 25.6 Any employee under investigation for disciplinary action which may result in a permanent notation in his/her personnel file or which may result in suspension without pay, demotion or discharge, will, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 25.7 The provisions of this Article will not apply to newly hired employees serving a probationary period. Probationary employees will work under the provisions of this Agreement, but will be only on a trial basis, during which period they may be discharged without just cause and without any recourse.
- 25.8 Any disciplinary action by a supervisor other than the Sheriff, except verbal reprimands, will not be effective unless affirmed in writing by the Sheriff. Notations or copies of any disciplinary action will be sent to the Union at the time it is given to the employee.
- 25.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee will, before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and the Sheriff, and be informed of the nature of the charges, and the facts supporting them. The employee will be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.
- 25.10 An employee will have the right to have a disciplinary action against him/her reviewed by the Benton County Civil Service Commission only. The employee must make the request within ten (10) calendar days of the disciplinary action otherwise the disciplinary action will be final and binding. The employee must file a written demand for an investigatory hearing regarding the disciplinary action through the Benton County Civil Service Commission, and the matter will be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Benton County Civil Service Commission.

ARTICLE 26 – LAYOFF AND RECALL

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

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

- 26.4 Employees laid off will be eligible for a period of one (1) year for reinstatement to a higher classification or rank previously held. Employees demoted for performance related issues will not be eligible for reinstatement to the higher grade. No new full-time employees will be hired in the bargaining unit until the Sheriff determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It will be the employee's responsibility to keep the Employer 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 the offer. An employee so notified must indicate he/she accepts re-employment within ten (10) days of receiving the offer; and will be back on the job within twenty (20) days of accepting the offer or forfeit all call-back rights under this Article.
- 26.5 Employees recalled from layoff will not lose previously accumulated time in service, provided all other provisions of this article are complied with, including that the employees must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her one (1) year probationary period.
- 26.6 Employees laid off will be compensated for unused accumulated annual leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 27 – WAGE RATES AND OTHER COMPENSATIONS

- 27.1.1 Effective January 1, 2015, or the date of the last signature affixed to the 2015 – 2016 CBA, whichever is later, 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 Commissioners Office.
- 27.1.2 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 Commissioner's Office.

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

- 27.2 Each employee will be evaluated by performance review prior to each employee's anniversary date. The outcome of the performance review will determine whether or not an employee progresses to the next step.
- 27.3 Sections 27.1 and 27.2 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". Succeeding pay steps will start on the first day of the month following either successful completion of the probationary period, or successful completion of the performance review period. Eligibility for succeeding pay steps will be subject to a written appraisal establishing successful completion of the probationary period, or successful performance documented in a performance review for a normal step increase.
 - B. Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the elected official or designee at pay step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a higher pay step, higher than Step B, based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Board of County Commissioners. Said determination and approval shall be final and binding on all parties.
 - 1. If an employee begins at Step A, then said employee shall remain at that step for six (6) consecutive months, after which the employee moves to the next step. Regular part time employees must remain in Step A for one thousand, forty (1,040) hours or more before moving to the next step. The probationary period is twelve (12) months, in accordance with Article 32 (Probationary Period), and movement to the next step does not affect the probationary period.

2. If an employee begins at Step B (or higher) of the pay plan, the employee shall remain in that step for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step, subject to successful completion of their twelve (12) month probationary period as confirmed in writing. Regular part time employees must remain in the step for a minimum of two thousand, eighty (2,080) hours or more before said employee is eligible to move to the next step, subject to successful completion of their probationary period as confirmed in writing.
- C. Subsequent Pay Steps - In order to be eligible for subsequent steps from Step B to Step I, an employee shall serve a minimum of twelve (12) consecutive months within a step, or two thousand, eighty (2,080) hours for regular part-time employees, before becoming eligible to move to the next step, and eligibility for movement shall be subject to a successful job performance based on the issuance of a written performance appraisal. In order for an employee to continue to be eligible for Step I, said employee will be subject to annual written performance appraisals prior to their anniversary date which must reflect sustained quality performance in order to continue in Step I. If an employee fails to maintain a successful service rating reflected in a written performance appraisal, then said employee will be returned to Step H for the next consecutive twelve (12) month period.
 - 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 Benton County Sheriff 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 2. If either party seeks to invoke Step 3 (final and binding arbitration) the outcome of such arbitration will be advisory only and will not be binding on either party except if the arbitration relates to a second denial for the same pay step.
 - F. Promotion: Promotions are subject to the determination of the Sheriff. The promoted 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 H of the higher grade. If the resulting pay increase is less than two percent (2.0%) per month, then the current anniversary date will remain unchanged. An employee

promoted to an A step is entitled to a step increase in six (6) months if the current anniversary date falls after that six (6) month period. The probationary period is twelve (12) months, in accordance with Article 32 (Probationary Period), and movement to the next step does not affect the probationary period.

- G. Demotion: The movement of a bargaining unit employee from one grade to a lower grade (*e.g.*, Grade 5 to Grade 4). A demotion may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. If the resulting pay decrease is less than two percent (2 %) per month, then the current anniversary date will remain unchanged; otherwise, the employee will be given a new anniversary date.
- H. Lateral Transfer: A lateral transfer is movement from one position to another position within the same pay grade (*e.g.*, Grade 6 to Grade 6). Any employee so transferred will maintain pay step within grade.
- 27.4 Service Pay: An employee will be eligible for service pay after the employee has completed five (5) years of service with the Sheriff's Office in any classification. The service pay will start at Ten Dollars (\$10.00) per month for each year of service after the first five (5) years of service, up to a maximum of One Hundred, Twenty Dollars (\$120.00) per month. Changes to this service pay article will apply in the month following date of ratification by the last signing party forward and will not be applied retroactively.
- For example, if an employee has completed five (5) years of service, the employee will receive Ten Dollars (\$10.00) per month for the year. After six (6) years of service, the employee will receive Twenty Dollars (\$20.00) per month, and so on.
- 27.5 Hourly Rates: When any situation arises that involves compensation based upon hourly rates, these rates will be obtained by dividing the sum of the basic salary plus service pay and all other regular pay, when applicable, by one hundred, seventy-three and one-third ($173 \frac{1}{3}$). Medical contribution, uniform allowance and other allowances will not be considered in computing hourly rates.
- 27.6 Pay Day: Salaries and wages will be paid monthly, not later than the fifth day of the following calendar month. Draw-pay provisions exist which permit partial payment at mid-month on request, provided the employee has worked the majority of the month. Implementation of the payroll date being not later than the fifth (5th) day of the following calendar month will be preceded by a thirty (30) day notice to the union and the employees.

The Employer will 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 affected employees of the date when the new payroll system would begin.

- 27.7 Pay increases, whether by percentage cost-of-living provisions or by pay plan progressions subject to satisfactory performance reviews, are applicable only to employees who are employed with Benton County on the last date signed below. Employees hired after the last date signed below will be entitled to the salary schedule established in the contract.
- 27.8 Progression through the pay steps are subject to successful job performance documented in a written performance appraisal prior to an employee's anniversary date. Eligibility for step increases is subject to the provisions of this Article.

ARTICLE 28 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. The Personnel Action Form will be used to apply for any leave. Absence without duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action including discharge/termination. An unauthorized absence from duty for three (3) consecutive days shall constitute separation or termination from service and result in immediate termination.

ARTICLE 29 – LEAVE OF ABSENCE WITHOUT PAY

- 29.1 An employee may be granted a leave of absence without pay up to twelve (12) months subject to the Sheriff's determination and confirmation by the Civil Service Commission. An employee must request such leave from the Sheriff. The Sheriff may approve or disapprove such leave. Leave requests will 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 Sheriff will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay will not be authorized in any case where such leave will operate to the detriment of the Sheriff's ability to provide service to the public. A leave of absence may or may not be granted at the discretion of the Sheriff.
- 29.2 While on a leave of absence without pay that is not FMLA leave, Employer's contribution toward the employee's insurance premiums will cease, and the employee will be 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 of absence 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.

- 29.3 Leave without pay will normally not be granted to an employee until he/she has first utilized all vacation accruals, unless the Sheriff determines that circumstances warrant the granting of such leave without pay without exhaustion of accruals. Such leave will not be granted for the purpose of the employee gaining personal advantage or profit.
- 29.4 If the Employer determines there is the need for such information, the employee will present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 30 – LEAVE SHARING

- 30.1 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, of 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.
- 30.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.
- 30.3 Policy: Leave sharing shall be implemented as follows:
- A. The recipient employee will exhaust all accrued paid leave, or will be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred 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 Sheriff or his/her designee. Each request will include:
 - 1. The amount of annual leave to be transferred;
 - 2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;

3. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.
- D. Approval of the transfer is at the discretion of the Sheriff. If the transfer is approved, the Sheriff or his/her designee will sign the request and the request will be submitted to the Auditor's Office for processing, with a copy to the Personnel Resources Department.
 - E. The Employer will be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of 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 Employer 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. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave will be returned, in equal portions if applicable, to the employee(s) who donated the leave. The return of leave share will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.
 - G. Leave sharing will not apply to probationary employees.
 - H. Donation and return of annual leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. The names of employees donating leave will be kept confidential and are not to be released for any reason.

ARTICLE 31 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee on the basis 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 – TYPES OF EMPLOYMENT

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

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

Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per work week but at least ninety (90) hours per calendar month. A part-time employee is entitled to pro-rated sick leave, vacation, and paid holidays.

Probationary Employee: An employee will be on probation during the first twelve (12) months of full-time employment in each job classification and/or department. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. All part time employees will serve a probationary period of two thousand, eighty hours (2,080). If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

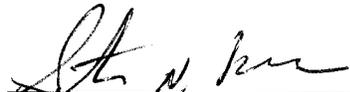
Temporary Employee: An employee hired to fill a position either full-time or part-time not to exceed five (5) months of seventy (70) or more hours of compensated employment per month during a twelve (12)-month period. Temporary employees will not be entitled to the fringe benefits described within this Agreement; *i.e.*, insurance, vacation, etc.

ARTICLE 33 – TERM OF AGREEMENT

- 33.1 This Agreement will become effective on January 1, 2015, except as otherwise indicated in this Agreement, and will remain in effect until the 31st day of December, 2016.
- 33.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC will be advisory only and not binding on either party.

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

BENTON COUNTY SHERIFF'S OFFICE



Steven N. Keane, Sheriff

Date: 1/15/15

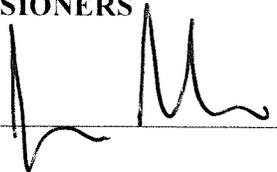
TEAMSTERS LOCAL 839



Robert C. Hawks, Secretary/Treasurer

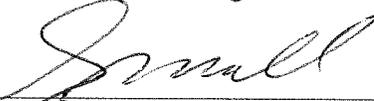
Date: 1/9/15

BENTON COUNTY BOARD OF COMMISSIONERS



Chair

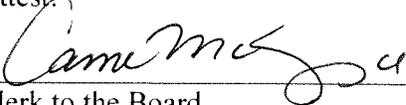
Date: 1-13-15



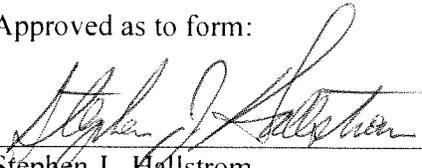
Member



Member

Attest:


Clerk to the Board

Approved as to form:


Stephen J. Hallstrom
Deputy Prosecuting Attorney

2015 SALARY SCHEDULE

2015 - 2016

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

COVERING SHERIFF'S CLERICAL

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
12	3649	3722	3852	3987	4127	4271	4420	4575	4735
9	3152	3215	3328	3444	3565	3690	3819	3953	4091
8	3002	3062	3169	3280	3395	3514	3637	3764	3896

cc: Sheriff's Office, Payroll, Personnel, Teamsters #839 and Stephen Hallstrom

APPENDIX B: OTHER COMPENSATION

A. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS:

1. Uniforms will be issued in a style as determined by the Sheriff. It is the prerogative of the Sheriff to set standards for uniform style, make-up, components, condition and appearance which employees will meet. If pants are not issued as part of the uniform, employees shall be reimbursed up to One Hundred, Twenty Dollars (\$120.00) per calendar year for the purchase of pants to be worn at work. An annual allowance of up to One Hundred Dollars (\$100.00) per calendar year will be provided for employees to purchase one (1) or more pairs of shoes in conformance with the Uniform Policy for Clerical Personnel.
2. Uniform cleaning will be provided as determined by the Sheriff. The Sheriff or his designee will determine whether or not a uniform requires normal cleaning, dry cleaning and/or repair due to soiling or damage occurring in the line of duty.

B. ACTING SHIFT SUPERVISOR PAY:

If the Sheriff specifically assigns an employee as an acting shift supervisor for an entire shift then the employee will receive an additional Five Dollars (\$5.00) for serving that shift in the acting shift supervisor capacity. Such pay will not be included in overtime calculations. Such pay is subject to budgetary allocation and availability as determined by the Sheriff.

C. ACTING ASSIGNMENT PAY:

The provisions of B above supersede these provisions for employees assigned as acting shift supervisors. Otherwise, if the Sheriff specifically assigns an employee to work in a higher classification for a period of thirty (30) consecutive days or more, said employee will receive the step A pay in the higher classification grade or the step of pay in that higher classification grade which results in an increase in pay to that particular employee, but only for the days worked full-time in that higher classification after thirty (30) consecutive days of full-time work. An acting assignment is temporary and the employee will return to their prior classification and pay at the end of the assignment. No employee will be assigned to any nonbargaining position, and no more than one employee will be assigned to perform the work of any one higher classification position.

D. TEMPORARY PROMOTION TO NONBARGAINING POSITION:

A temporary promotion is defined as an employee being temporarily assigned to a non-bargaining classification higher than the employee's current classification for thirty (30) or more days. The employee receives, in addition to the employee's regular salary, a supplemental payment equal to five percent (5%) of the "A" step of the temporary assignment's grade.