

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2015 641

FRANKLIN COUNTY RESOLUTION NO. 2015 338

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

IN THE MATTER OF THE 2015-2016 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS LOCAL NO. 839, REPRESENTING SUPERIOR COURT BAILIFF EMPLOYEES.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamster's Local 839 negotiating team for the 2015-2016 Agreement; and

NOW, THEREFORE,

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

DATED this 15 day of September, 2015

DATED this 9 day of September, 2015

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman

Chairman

Member

Member

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

**2015 – 2016 AGREEMENT**

**Between**

**BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY,  
FRANKLIN COUNTY**

**And**

**TEAMSTERS LOCAL UNION NO. 839**

**Representing: BAILIFFS**

Original: Benton County Commissioners  
Franklin County Commissioners  
Superior Court Administration  
Local 839

c: Benton County Administrator  
Benton County Human Resources Department  
Benton County Payroll  
Benton County Prosecutor's Office  
Franklin County Administrator  
Franklin County Human Resources

*2015-338*

## TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 1 – CONSIDERATION.....</b>	<b>1</b>
<b>ARTICLE 2 – RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 3 – CONDITIONS AND DURATION OF AGREEMENT .....</b>	<b>2</b>
<b>ARTICLE 4 – MANAGEMENT RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 5 – EMPLOYEE RIGHTS.....</b>	<b>4</b>
<b>ARTICLE 6 – UNION SECURITY .....</b>	<b>5</b>
<b>ARTICLE 7 – NO STRIKE AND NO LOCKOUT .....</b>	<b>6</b>
<b>ARTICLE 8 – GRIEVANCE PROCEDURES.....</b>	<b>6</b>
<b>ARTICLE 9 – DISCIPLINE AND DISCIPLINARY PROCEDURES.....</b>	<b>10</b>
<b>ARTICLE 10 – WAGE RATES AND OTHER COMPENSATIONS.....</b>	<b>13</b>
<b>ARTICLE 11 – HOURS OF WORK, OVERTIME .....</b>	<b>13</b>
<b>ARTICLE 12 – ANNUAL LEAVE .....</b>	<b>14</b>
<b>ARTICLE 13 - MILITARY LEAVE .....</b>	<b>16</b>
<b>ARTICLE 14 – INSURANCE BENEFITS.....</b>	<b>16</b>
<b>ARTICLE 15 – LAYOFF AND RECALL .....</b>	<b>18</b>
<b>ARTICLE 16 – LEAVE SHARING.....</b>	<b>18</b>
<b>ARTICLE 17 – SICK LEAVE.....</b>	<b>20</b>
<b>ARTICLE 18 – HOLIDAYS.....</b>	<b>23</b>
<b>ARTICLE 19 – LEAVE OF ABSENCE WITHOUT PAY.....</b>	<b>24</b>
<b>ARTICLE 20 – NEGOTIATIONS.....</b>	<b>24</b>
<b>ARTICLE 21 – TIME TABLE.....</b>	<b>25</b>
<b>ARTICLE 22 – SUBORDINATE TO STATUTES, ETC.....</b>	<b>25</b>
<b>ARTICLE 23 – UNION ACTIVITY.....</b>	<b>25</b>
<b>ARTICLE 24 – DISBURSEMENTS FROM SALARIES.....</b>	<b>26</b>
<b>ARTICLE 25 – POLITICAL ACTIVITY.....</b>	<b>27</b>
<b>ARTICLE 26 – SAVINGS CLAUSE .....</b>	<b>27</b>
<b>ARTICLE 27 – ENTIRE AGREEMENT.....</b>	<b>27</b>
<b>ARTICLE 28 – PENSIONS AND RETIREMENT .....</b>	<b>27</b>
<b>ARTICLE 29 – JURY DUTY .....</b>	<b>27</b>

**ARTICLE 30 – COMPENSABLE (ON-THE-JOB) INJURIES..... 27**  
**ARTICLE 31 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE..... 28**  
**ARTICLE 32 - DRUG FREE WORKPLACE..... 28**  
**APPENDIX A..... 30**

## **PREAMBLE**

This Agreement entered into by and between BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY AND FRANKLIN COUNTY, hereinafter referred to as Employer, and TEAMSTERS LOCAL UNION NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and grievances, and the establishment of rates of pay, hours of work and other conditions of employment.

Pursuant to RCW 41.56.030(12), the Employer for wage and benefit related matters are the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the Employer for non-wage and non-benefit related matters, is the judges or judges' designee. Therefore, the judges or their designee have no duty or obligation to bargain, discuss, adjust grievances or participate in collective bargaining agreement negotiations, or grievances concerning wage and benefit related matters. Furthermore, county legislative authorities, or person or body acting on behalf of the legislative authorities, have no duty or obligation to bargain, discuss, adjust grievances or participate in collective bargaining agreement negotiations or grievances, concerning non-wage and non-benefit related matters. The Judges will neither conduct, nor issue written findings, conclusions, summaries or decisions for, grievance proceedings.

## **ARTICLE 1 – CONSIDERATION**

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

## **ARTICLE 2 – RECOGNITION**

- 2.1 Employer recognizes the Union as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for certain employees of the Benton-Franklin Counties Superior Court, as certified by the Public Employment Relations Commission, Case No. 24801-E-3716. The Employer and the Union agree that the bargaining unit shall be defined as follows:

**INCLUDED:** regular, full time Bailiffs in the Benton-Franklin Counties Superior Court.

**EXCLUDED:** Superior Court Administrator, Supervisors, confidential employees, on call relief bailiffs and all other employees of the Benton-Franklin Counties Superior Court.

## 2.2 Definitions:

Regular Full-Time Employee: An employee hired in a position normally scheduled to be forty (40) hours per week, with an actual or expected duration of more than six (6) months.

On Call Relief Employee: An employee hired to provide on call relief for Regular Full-Time Employees on an as needed basis, without regular hours assigned, or a representation of working any hours in a given pay period. On call employees are not entitled to any of the benefits provided under this contract except for the applicable hourly rate.

Probationary Employee: An employee will be on probation during the first six (6) months of regular, full-time employment (or one thousand and forty (1,040) hours). If further observance of the employee is required, the employee may either be terminated without cause and without recourse, or the probationary period may be extended for up to an additional six (6) month period (or one thousand and forty (1,040) hours).

The probationary employee may be terminated without cause and without recourse during the probationary period. If the employee is on unpaid leave during the probationary period, the anniversary date and probationary period will be adjusted for the leave period.

## **ARTICLE 3 – CONDITIONS AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect for the period commencing on January 1, 2015, except as otherwise provided, and terminating on December 31, 2016. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

4.1 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. The judicial branch has the power to maintain control over the inherent functions of its operation, including bargaining over the working conditions of its employees assigned to perform court functions (chapter 41.56 RCW). All matters not expressly or clearly covered by the language of this Agreement or by state law shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The affairs and prerogatives of the Employer which the Employer shall decide and implement include, but are not limited to, the following matters:

- A. The right to operate and manage all staff, facilities, and equipment, including without limitation, the right to specify equipment and/or weapons Bailiffs shall or shall not carry or otherwise use.
- B. The right to establish the mission, strategic direction, service levels, and resource requirements for all operations and services.
- C. The right to establish and institute any and all lawful work rules, policies, and

procedures, upon reasonable written notice to bargaining unit members and the Union. The Employer has the right to develop, adopt, amend, administer, and enforce work rules, policies, and procedures that cover matters not specifically described in this Agreement, so long as such rules and policies have been bargained with the Union to the extent required by the Public Employees' Collective Bargaining Act (PECBA). The Employer has the right to make changes to personnel rules and policies. All employees shall abide by said changes. Written personnel rules, policies, and procedures will be posted and provided to affected employees and to the Union.

- D. 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.
  - E. The right to hire, transfer, discipline and discharge for just cause, lay off, recall, or promote employees as provided by this Agreement and state law.
  - F. The right to determine the need for additional training of employees (*e.g.*, educational courses, training programs, on-the-job training, and/or class training) and to assign employees to such training for periods to be determined by the Employer.
  - G. The right to determine the size and composition of the work force and to assign employees to work locations.
  - H. The right to determine what duties shall be performed by various Bailiffs.
  - I. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
  - J. 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 shall be a sudden or unexpected happening or situation that calls for action without delay.
  - K. The right to close, relocate, reorganize, combine, or eliminate an office, branch, operation, or facility.
  - L. The right to determine utilization of technology.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Boards of Benton and Franklin County Commissioners and the Superior Court Judges, and the rights and obligations owed thereby to the electorate.

- 4.3 With respect to the Management Rights set forth in this Article 4, the Employer's failure to exercise any right, prerogative, or function shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function provided that doing so is not in conflict with the express provisions of this Agreement.
- 4.4 Benton-Franklin Counties Superior Court receives Federal funding, and remains a drug-free work place, with zero tolerance for marijuana use. Marijuana is an intoxicant and an illegal drug pursuant to Federal law, including use or possession. Benton-Franklin Counties Superior Court reserves the right to conduct "reasonable suspicion" testing of employees in the safety sensitive position of bailiffs. Anyone testing positive is subject to discipline up to and including termination from employment. Employees who report to work under the influence of marijuana and who subsequently test positive for any amount of marijuana in their system, or who use or sell/transfer/deliver marijuana, shall be subject to disciplinary action up to and including termination from employment.

## **ARTICLE 5 – EMPLOYEE RIGHTS**

- 5.1 An employee or the Union Secretary-Treasurer or designee shall have the right upon request to inspect a Union-represented employees' personnel file in the presence of an office/department representative at a reasonable time during the work day and said request shall be granted not later than two (2) days after the request. No material referring to the employee's performance shall 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.
- A. When a Union represented employee has not given written authorization for the Union to access his/her personnel file, the Union shall be provided access to such file to the extent provided by law.
- 5.2 No employee shall accept or engage in any activity, affiliation, business, or employment, either during or after working hours, that would conflict with the integrity and independence of the courts, the court's interests, create the appearance of impropriety or diminish the ability of employee to render to Benton-Franklin Counties Superior Court the full, loyal and undivided service which is contemplated in his/her employment by Benton-Franklin Counties Superior Court.

Permission to engage in any activity, affiliation, business, or employment hold any outside employment, which may conflict with the independence or integrity of the courts, must be secured in writing from the Superior Court Administrator. Failure to secure advance permission may result in discipline up to and including termination.

- 5.3 **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 shall have the right to discontinue the availability of said Union

bulletin board.

- 5.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 5.5 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, the Union and employees whose work assignment is affected shall be notified, in writing, by circulating memorandum, and the new rule or procedure shall 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.

## **ARTICLE 6 – UNION SECURITY**

- 6.1 All employees in the bargaining unit, except as described in Article 2.1 above, 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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/her 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.
- 6.6 In the event that an employee does not wish to join the Union on the basis of *bona fide* religious tenants or teachings of a church or religious body of which said employee is a member, the employee shall pay an amount of money equivalent to regular Union dues and

an initiation fee, to a nonreligious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The employee shall furnish written proof of such payments to the Union.

- 6.7 The Employer agrees to deduct and forward to the Union, on a monthly basis, the amount of dues designated by the Union and certified by the Secretary-Treasurer or designee of the Union. The Union agrees to notify the Employer at least thirty (30) days in advance of any increase in Union dues. The Union agrees to indemnify and hold harmless the Employer from all claims stemming from the administration of this Article 6.

## **ARTICLE 7 – NO STRIKE AND NO LOCKOUT**

- 7.1 Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. The Employer's 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.
- 7.2 The Employer agrees there will be no lockouts during the term of this Agreement.
- 7.3 The Employer or the Union may seek relief in Superior Court inclusive of injunctive relief and/or damages.

## **ARTICLE 8 – GRIEVANCE PROCEDURES**

- 8.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and adopt this procedure 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.

As used in Article 8, the Employer for wage and benefit related matters are the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the Employer for non-wage and non-benefit related matters is the judges or judges' designee. The judges or their designee have no duty or obligation to discuss or adjust grievances or participate in grievances concerning wage and benefit related matters. Furthermore, county legislative authorities, or person or body acting on behalf of the legislative authorities, have no duty or obligation to discuss or adjust grievances or participate in grievances concerning non-wage or non-benefit related matters. Provided, however, the respective county legislative authorities, or person or body acting on behalf of the legislative authorities, and the judges or their designee, may attend all grievance proceedings, regardless of subject matter. The Judges will neither conduct, nor issue written findings, conclusions, summaries or decisions for, grievance proceedings.

- 8.2 A grievance is defined as a question involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer, the Union and the employee, and shall be resolved exclusively through the procedures set forth in Article 8. All grievances shall outline the facts and alleged violation(s) of contract articles, when filed.
- 8.3 Through the procedures set forth in this Article, a grievance may be presented by the Union on behalf of an employee, or the employee in their individual capacity (or accompanied by a representative), if desired. A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.
- 8.4 Grievances may be heard at any time where practical and feasible.
- 8.5 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 mutually agreed to in writing. The Superior Court Administrator or designee and the Union representative or employee proceeding in their individual capacity, may extend the time limits by mutual agreement 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, except as specified in Section 8.3 of this Article. 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, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.
- 8.7 The grievance procedure shall be as follows:

STEP 1:

A grievance shall be presented in written form to the Superior Court Administrator, or designee, within ten (10) working days from its occurrence. The Employer shall respond in writing within ten (10) working days after receiving said grievance, to include the identity of the Employer's "point of contact" for processing the balance of the grievance pursuant to the provisions of Article 8 herein.

STEP 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1, the written grievance shall be served on individual "point of contact" identified in the Employer's written Step 1 response. The parties shall arrange a meeting between the aggrieved employee (unless the Employer agrees to waive the employee's presence), employee representative and management representatives, within ten (10) working days for resolution of the issue. The Employer shall issue findings in writing within ten (10) working days of the meeting referenced hereinabove.

STEP 3:

- A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the aggrieved employee or the Employer shall refer the dispute to final and binding arbitration.
- B. Notice - Time Limitation: The employee or the Employer shall notify the other in writing by certified mail of submission of arbitration within ten (10) working days after receipt of the Step 2 response.
- C. Arbitrator Selection: After timely notice, the parties will pick an arbitrator in the following manner:
1. The Employer and the Union shall attempt to select the neutral arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon a neutral arbitrator, the neutral arbitrator will be selected through the procedure as provided for in Section 2, below.
  2. In the event either party does not agree on a neutral arbitrator, then and 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. If the parties cannot mutually agree on a neutral arbitrator from the list of eleven (11) names, then the parties shall meet and flip a coin. The losing party shall then exercise the first strike of one (1) 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 alternative order until each party has struck five (5) names from the list. The remaining name shall be neutral arbitrator, and shall be so advised by the party advancing the grievance to arbitration, "copying" the other party with notice.
- D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest

possible date after the selection of the neutral arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

E. Limitations, Scope and Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of the personnel rules and regulations or the contract.
2. The power of the arbitrator shall be limited to interpretation of or application of the terms of the personnel rules and regulations and the contract, or to determine whether there has been a violation of the terms of these rules and regulations or the contract by either the Employer or the employee.
3. The arbitrator shall 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 said arbitrator shall 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 the hearing, the arbitrator shall 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 shall not be made beyond the date of the occurrence beyond 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, except in the event Article 8.7 (F.4) below is activated.
3. The arbitrator shall not have authority to award punitive damages.
4. The award of the arbitrator is final and binding on all parties; provided, however, a party may appeal the decision within thirty (30) calendar days to Superior Court for a review of the record and not a *de novo* proceeding. The standard of review is that of arbitrary and capricious or clearly erroneous.
5. Each party hereto shall pay their own representatives, witnesses, and other costs associated with the presentation of their case, and the expenses of their respective representatives, including without limitation, attorney fees, as

well as one-half (1/2) the expense of the neutral arbitrator.

6. 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 – DISCIPLINE AND DISCIPLINARY PROCEDURES**

9.1 Purpose. Disciplinary procedures are intended to assist the Superior Court Administrator (Employer) and employees in the sensitive area of disciplinary action by defining the limits of acceptable conduct and providing for consistency in actions taken when those limits are exceeded. The parties believe that progressive discipline is a most beneficial format since it provides the employee with an opportunity to correct deficiencies and to improve their job related conduct. However, there are circumstances where progressive discipline is not warranted and could result in not having a verbal reprimand but rather going directly to written reprimand, suspension without pay, disciplinary probation or discharge. Management personnel may carry out disciplinary action based on the following just causes, but not limited thereto:

- a) Neglect of duty;
- b) Inefficiency;
- c) Insubordination;
- d) Incompetence;
- e) Insolence;
- f) Conviction of any crime;
- g) Malfeasance or misfeasance;
- h) Gross misconduct;
- i) Violation of Employer ordinances, directives, administrative/management rules and regulations inclusive of personnel policies where applicable;
- j) Conflict of interest between off-duty activities and official duties, or the appearance of impropriety with respect thereto;
- k) Tardiness and/or absenteeism;
- l) Discrimination or harassment;
- m) Violation of the Drug & Alcohol Policy and Procedures - Fit for Work Program;
- n) Suspension and/or revocation of licenses, certifications and any other credentials necessary to carry out the work/job;
- o) Conduct unbecoming of a court or which could otherwise negatively impact the reputation of the court;
- p) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

9.2 Degree of Disciplinary Action. The degree of disciplinary action administered by the

Superior Court Administrator or designee, depends on the severity of the infraction. It is the responsibility of the Employer taking the action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. The following provides a guideline for non-mandatory, progressive disciplinary action:

- A. Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor will immediately discuss the offense and warn the employee not to repeat the behavior, and will document the occurrence by making a note to the employee's official personnel file, concerning the infraction. Repeated violations of verbal reprimands will result in a formal written reprimand.
- B. Written Reprimand. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in the employee's official personnel file.
- C. Disciplinary Probation. Disciplinary probation may be used as a further step for multiples of written reprimands. The Employer shall notify the employee that he/she is on disciplinary probation for a specified length of time. This disciplinary probation is in lieu of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against him/her could result in immediate termination of employment. Disciplinary probation does not constitute a break in service but the period of time on this status will not be credited toward monthly accrual for the purpose of step increases on employee's evaluation date.
- D. Suspension With Pay. At the discretion of the Employer, an employee of the Employer may be suspended, with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense, and may include the Employer's recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.
- E. Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions should not normally exceed thirty (30) working days.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This

suspension gives the supervisor the opportunity to discuss the problem with his/her superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, he/she will be returned to his/her position, paid for any lost time, and a letter exonerating the employee will be placed in his/her official personnel file. If, however, the employee is found in violation, then the determined disciplinary action will take effect on the date that the investigatory suspension began.

F. Discharge. When a discharge is involved, the Employer shall proceed with a pre-discharge conference or meeting whereby the affected employee is provided with written notice of the charges against him/her, an explanation of the Employer's evidence and an opportunity to present his side of the story. The purpose of this pre-discharge hearing is for the Employer to have the benefit of the employee's perspective regarding the charges before the Employer takes disciplinary action. Immediate removal of an employee from the work site may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed appropriate by the Employer. An employee may also be discharged after repeated offenses of a less serious nature if the offenses have been documented by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

- 9.3 Any disciplinary action of a regular employee taken by the Employer may be appealed by the employee utilizing the grievance procedure provided in this Agreement.
- 9.4 All disciplinary action, including verbal reprimands, will be documented in written form, signed by the supervisor and employee and placed in personnel file. Such disciplinary action notices will be removed from an employee's personnel file one year after the last date that disciplinary action was imposed for whatever reason. Employee's signature denotes acknowledgment and receipt of the reprimand. If employee refuses to sign this document, this will be noted and signed by a management witness and included in personnel file.
- 9.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specified charges shall be given to the employee in writing at the Employer's office not later than three (3) working days after the action became effective. The Union shall also be notified of these charges.
- 9.6 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated without just cause by the Employer at any time during the probationary period. Probationary employees have no recourse.
- 9.7 Coaching and counseling communications are not disciplinary in nature. Verbal reprimands are not subject to grievance beyond Step 2 (Article 8).

## **ARTICLE 10 – WAGE RATES AND OTHER COMPENSATIONS**

10.1 2015: Effective July 1, 2015, the 2014 Salary Schedule will be increased by three and one quarter percent (3.25%). This calculation and process shall be determined and established by the Benton County Commissioners Office.

2016: Effective January 1, 2016, the 2015 Salary Schedule will be increased by three percent (3.0%). This calculation and process shall be determined and established by the Benton County Commissioners Office.

10.2 Pay increases, whether by percentage cost of living provisions or by pay plan progression, are applicable only to employees who are employed by the Employer on the date of signature by the parties' representatives as to Tentative Agreement on this Article.

## **ARTICLE 11 – HOURS OF WORK, OVERTIME**

11.1 The normal work day shall consist of eight (8) consecutive hours out of the calendar day (excluding lunch) except in the event of an emergency.

11.2 The normal work schedule shall consist of five (5) consecutive normal work days except in the event of an emergency.

11.3 Employees will receive a one (1) hour meal period, which may on occur on an intermittent, interrupted, basis.

11.4 Employees will receive two (2) ten (10) minute break periods; the first (1<sup>st</sup>) break will occur during the morning hours, as the court's schedule permits, and the second (2<sup>nd</sup>) break will occur during the afternoon hours after the scheduled meal period, as the court's schedule permits. Due to the nature of court business, the rest breaks may on occasion occur on an intermittent basis, and need not be uninterrupted. Non-work activities are restricted to meal periods and rest breaks.

11.5 The normal work month shall consist of whatever total of normal work days results from a regular scheduling of five (5) consecutive days per week except in the event of an emergency.

11.6 The Employer may change hours and days; Employer must provide five (5) working days' notice of said change to the affected employee except in the event of an emergency.

11.7 In the event of an emergency as determined by the Employer, the Employer may change work day hours, work week days and/or the work month in accordance with the service demands required by an emergency.

11.8 Overtime: Overtime maybe required from time to time by the Employer. An employee will be entitled to overtime pay if the employee has actually worked in excess of forty (40) hours in the seven (7) day work period. Overtime will be compensated at the rate of time and one half (1.5x).

Compensatory Time: No employee is entitled to accrue compensatory time. The employee may request to receive compensatory time off at the overtime rate; provided, however, if said compensatory time off would interfere with normal work requirements or the providing of public services as determined by the Employer, then the overtime shall be paid. No employee shall accumulate more than forty (40) hours of compensatory time at any time during the year. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. Compensatory time shall not be carried over from one calendar year to the next. If there is compensatory time left over at the end of a calendar year, it shall be paid to the employee. The Elected Official/Department Manager and/or designee may determine, at his/her discretion, that certain additional work opportunities (for example, evening public meetings) will be compensated only through compensatory time off (at the overtime rate) rather than overtime pay. Accumulated compensatory time shall be used before vacation leave is approved, except in those instances where this requirement would result in loss of accumulated vacation leave.

All employees' comp time balances as of June 30, 2013, will be paid off in full, provided this Agreement is signed by the parties' authorized representatives with signing authority. This pay-out will occur *via* the employees' payroll on August 5, 2013.

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.

- 11.9 Time Worked: Sick leave shall not be considered as time worked for overtime calculation purposes.
- 11.10 Alternative/Extra Time: In the event that an employee is assigned to work beyond regular daily business hours, the elected official or department director has the option to determine whether the Employer will provide the employee with an opportunity for alternative time (flex time) or extra time off on a case-by-case basis, without regard to prior practices.

Alternative time is when the Employer permits the employee to take straight time off later in the same seven (7) day work period, to make up for time worked beyond normal work hours on any given day.

- 11.11 Training: All Employer required time for training, and mandatory training and testing to maintain the special commission issued by the Sheriff or court authorization, required for the bailiff position, including without limitation, firearm proficiency and self-defense, will be compensated by the Employer. Time expended for proficiency practice to pass the requisite tests for issuance of the special commission by the Sheriff will not be compensated by the Employer.

## **ARTICLE 12 – ANNUAL LEAVE**

- 12.1 Effective with the first payroll cycle 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>Hours per Month</u>	<u>Annual Leave Hours</u>
1 through 05	10.00	120
6 through 10	12.00	144
11 through 15	15.00	180
16 through 19	16.50	198
20 and over	18.00	216

12.2 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 (7<sup>th</sup>) month, 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 six (6) months of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued annual leave, which request is subject to prior approval from the Employer. Annual leave may be accumulated during the first one thousand and forty (1,040) hours of regular 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 credit for any month of service beyond the first one thousand and forty (1,040) hours of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued annual leave, which request is subject to prior approval by the Employer.

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

12.3 Only regular full-time employees who have successfully completed six (6) months of service or one thousand and forty (1,040) hours, shall, upon separation from employment from the Employer for any reason, be compensated for accumulated annual leave. Regular full-time hired prior to October 1, 1995, shall be compensated up to a maximum of two hundred and forty (240) hours of annual leave; employees hired on or after October 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of annual leave at any time and shall, upon separation, be compensated up to a maximum of two hundred (200) hours of annual leave.

Employees having accrued in excess of two hundred (200) hours of annual leave upon signature by the parties to this agreement will have until December 31, 2013, to come into compliance with the two hundred (200) hour threshold, or suffer the loss of all annual leave hours in excess of the two hundred (200) hour threshold on January 1, 2014.

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

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

## **ARTICLE 13 - MILITARY LEAVE**

Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not to exceed twenty-one (21) days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as 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.

## **ARTICLE 14 – INSURANCE BENEFITS**

14.1 The Employer provides employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type plan, and the Employer will contribute the amounts stated in Article 14.2 toward the employee's premium costs for the coverages selected. 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 Union has elected to have Twenty-Four Thousand Dollars (\$24,000) face value life insurance coverage.

The Employer contributions indicated in Article 14.2 will be applied first toward 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 and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

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

A. 2015: Effective with the first payroll cycle following full execution of this Agreement, the Employer agrees to contribute up to a maximum of One Thousand, Thirty-Eight and 56/100 Dollars (\$1,038.56) per month towards medical, dental, vision, and life insurance coverage to benefitted 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.

- B. 2016: Effective January 1, 2016, the Employer will increase its contribution towards employees' health and welfare benefits up to ten percent (10.0%) of the "baseline" figure referenced above in this section, based on increases to the UEBT premium.

Actual increases to the 2015 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 2015, based on increases to UEBT premiums.

- 14.3 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 1<sup>st</sup> of the month, coverage begins on the 1<sup>st</sup> of that month; if hired on the second (2<sup>nd</sup>) through the thirty-first (31<sup>st</sup>), coverage begins the first (1<sup>st</sup>) of the following month. If the first (1<sup>st</sup>) falls on a weekend or holiday, and the employee reports to work on the first (1<sup>st</sup>) business day following, coverage is retroactive to the first (1<sup>st</sup>) 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 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.

- 14.4 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 shall 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 interests of the Employer and the employees.
- 14.5 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.

- 14.6 Any amounts which are in excess of the dollar amount contribution by the Employer, as set forth in Article 14.2 above, which are necessary to pay the premiums for the coverage will be the responsibility of the employees and will be carried out by payroll deduction.

## **ARTICLE 15 – LAYOFF AND RECALL**

- 15.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is made necessary by reason of lack of work, lack of funds and/or reorganization.
- 15.2 The Employer shall give as much notice as practicably possible to designated employees.
- 15.3 The elected official or department head will determine which classification will be affected by the layoff in their respective department. The last employee hired within a classification within a department shall be the first employee laid off; provided, however, employees who remain within the department must be able to fulfill job requirements. The determination as to whether or not the remaining employees are capable of fulfilling job requirements shall be within the discretion of the Employer. Seniority is defined as the time in service within the classification within the department in which the employee is working.
- 15.4 No new employees shall be hired by the Employer until available employees placed on layoff within the classification have been offered re-employment, provided the layoff period does not exceed one (1) year and that the employee keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within three (3) 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 shall be back on the job within thirty (30) days of acceptance of said offer or forfeit all call-back rights under this Article.
- 15.5 Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave, provided all other provisions of this Article 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 one hundred and eighty (180) day (unless extended pursuant to the collective bargaining agreement) probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the Employer as a result of the layoff.

## **ARTICLE 16 – LEAVE SHARING**

- 16.1 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. Leave sharing shall be implemented as provided in this Article and the Benton County policy on Voluntary Transfer of Annual Leave.

16.2 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.

16.3 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 vacation leave.
- B. The transferring party must either:
  - 1. Have used at least forty (40) hours of vacation 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 vacation leave shall be submitted on a Voluntary Transfer of Annual Leave form to the Superior Court Administrator or designee. Each request shall include:
  - 1. The amount of vacation leave to be transferred;
  - 2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;
  - 3. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.
- D. Approval of the transfer is at the discretion of the Superior Court Administrator or designee. If the transfer is approved, the Superior Court Administrator or designee shall sign the request and the request shall be submitted to the Auditor's Office for processing, with a copy to the Benton County Personnel Resources Department and to the Union Secretary-Treasurer or designee.
- E. The Employer shall 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. 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 shall be returned, in equal portions if applicable, to the employee(s) who donated the leave, in one-quarter (1/4) hour increments, with uneven amounts “rounded up or down” to the most appropriate hour.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee’s wages.

## **ARTICLE 17 – SICK LEAVE**

- 7.1 Eligibility for sick leave use shall commence at the completion of a major portion of a month of continuous service.

Sick leave is provided to employees as a prevention against loss of income from absence from work for medical reasons, including extended absence due to illness or injury. Employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of this agreement the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the appropriate Local President or designee in regard to a specific problem. The Union acknowledges, however, that abuse or misuse of sick leave is just cause for discipline.

- 17.2 Employees shall earn credit at the rate of eight (8) hours sick leave per month of continuous service (ninety-six (96) hours per year).

All employees may accrue up to a maximum of one thousand and forty (1,040) working hours of sick leave; provided, however, employees hired after October 1, 1995, may only be compensated upon separation from the Employer based on a maximum of eight hundred (800) hours subject to the provisions of Article 17.6 below. 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.

- 17.3 Earned sick leave with pay may be taken for the following reasons, where the facts are established by the employee to the satisfaction of the Employer:

- A. Because of an illness or injury incapacitating the employee from performing his/her duties, or
- B. By reason of exposure to contagious disease during such period as his/her

attendance on duty would jeopardize the health of fellow workers or the public, or

- C. To care for a child of the employee with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Article 17.4) 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 Article 17.4): five (5) days 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 immediate family (defined in Article 17.4) for the following purposes if arrangement 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; or
- F. Death of a friend or relative, not immediate family (defined in Article 17.4): one (1) day maximum per death.

17.4 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 eighteen (18) years of age; or (b) eighteen years of age or older and incapable of self-care due to a mental or physical disability;

The Employer may require a statement from the parents of, and/or a person standing *in loco parentis*, of a child as defined herein.

- 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 or the employee's spouse;
- F. Brother or Sister: A biological or adopted brother or sister of the employee; and
- G. Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

17.5 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 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 five (5) 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 the doctor's approval to return to work.

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.

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, may be required to provide a doctor's statement explaining that the employee is capable of performing those duties at normal levels of efficiency.

17.6 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 currently employed prior to November 2, 1992, will be paid for fifty percent (50%) of unused sick leave at voluntary termination from Benton County, to their estate upon death, or retirement from Benton County. For retirement, this payment will be to the employee's VEBA account.

B. Employees hired on or after November 2, 1992, who voluntarily terminate their employment with the Employer or regularly retire from employment with the Employer under the Employer's retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for twenty-five percent (25%) of their unused sick leave. For voluntary termination or death, such payment shall be limited to employees with ten (10) or more years' service. Payment at voluntary termination, retirement, or death shall not exceed Three Thousand Dollars (\$3,000.00).

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.

17.7 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 30<sup>th</sup>, looking back to July 1<sup>st</sup> of the previous year) and/or has accumulated sick leave at the maximum, who have been continuously employed during the entire twelve (12) months, shall 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 shall be deducted from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee. Exercise of such options shall be by written request submitted at the end of the twelfth (12<sup>th</sup>) month on a form provided

by the Benton County Personnel Resources Department.

- 17.8 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 Washing Family Care Leave, Washington Family Leave Act, Pregnancy Disability Leave, Domestic Violence Leave and Military Spouse Leave, in accordance with State law.

## **ARTICLE 18 – HOLIDAYS**

- 18.1 The following are recognized holidays with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day immediately following Thanksgiving	
Christmas Eve ("Floating")	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
One (1) Floating Holiday	Requires supervisor's approval

Superior Court offices must remain open December 24<sup>th</sup>, and employees working on this day will not be entitled to overtime and/or holiday pay. The Employer will determine alternative dates as a replacement day for the "day before Christmas" (December 24<sup>th</sup>) ("floating") holiday for employees working on this day, to be taken within two (2) weeks of the observed "day before Christmas", but no later than December 31<sup>st</sup> of the year earned, and taken only in full.

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.

- 18.2 Each employee is entitled to one (1) floating holiday per calendar year after six (6) months of employment. In order for the employee to use the one (1) 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.

- 18.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday

falls on a Sunday, it shall be observed on the following Monday.

- 18.4 All work performed on a holiday(or, when the holiday falls on a Saturday or Sunday, on the observed day) shall be compensated at a rate of one and one-half (1.5) times the employee's hourly rate in addition to eight (8) hours holiday pay. There is no pyramiding of overtime and one and one-half (1.5) times holiday pay.

## **ARTICLE 19 – LEAVE OF ABSENCE WITHOUT PAY**

- 19.1 An employee may be granted a leave of absence without pay up to twelve (12) months subject to the Superior Court Administrator's or designee's approval. An employee must request such leave of the Superior Court Administrator or designee, in writing. The Superior Court Administrator 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 Superior Court Administrator or designee shall reach a mutually acceptable agreement, in writing, 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 shall operate to the detriment of the Employer's service. A copy of all documents related to such denied or granted leave of absence without pay shall be provided to the Union Secretary-Treasurer or designee by the Superior Court Administrator or designee.
- 19.2 The employee shall be allowed to retain his/her health and welfare benefits and other insurance during the unpaid leave; however, said employee shall pay the entire premium for any and all types of insurance retained by the employee. The employee's anniversary date and seniority date shall be adjusted for the leave period. Employee's accrued sick leave will be frozen and employees will not be able to use paid sick leave while on LWOP.
- 19.3 Leave without pay will normally not be granted to an employee until he/she has first utilized all vacation accrued unless the Superior Court Administrator determines that circumstances warrant granting LWOP without exhausting accrued vacation. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.
- 19.4 If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of his/her capability of resuming job duties at proper levels of efficiency before returning to work.

## **ARTICLE 20 – NEGOTIATIONS**

- 20.1 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 shall be required in order to name such negotiator or negotiators.
- 20.2 Attendance at Bargaining

No more than one (1) employee shall be permitted to attend negotiating sessions with the Employer without loss of pay for the purpose of securing Collective Bargaining Agreement renewal. Notice shall be given to the Employer at least twenty-four (24) hours in advance of the anticipated absence and, if the employee is scheduled to be on-duty at the time of the negotiating session, the employee shall obtain prior approval from his/her immediate supervisor for the absence. The parties agree that the absence will not be approved if it will result in back-filling with another employee. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.

## **ARTICLE 21 – TIME TABLE**

The parties agree that a target schedule for conferences and negotiations to be carried on by the parties in 2016 with respect to extension to this Agreement beyond December 31, 2016, is as follows.

- 21.1 Submission of initial Union proposals to Employer by August 1<sup>st</sup>.
- 21.2 Submission of Employer's initial proposal by September 1<sup>st</sup>.
- 21.3 Negotiations, if required, to be scheduled by October 1<sup>st</sup>.
- 21.4 Failure of either party to serve notice shall automatically continue this Agreement another year. The same procedure is to follow each successive year.

## **ARTICLE 22 – SUBORDINATE TO STATUTES, ETC.**

- 22.1 This Agreement shall be subject and subordinate to statutes, the ordinances of Benton County, unless such ordinances are enacted *ex post facto* addressing the same issue that has already been negotiated by the parties and incorporated into this Agreement.
- 22.2 Upon written request by the Union, the Employer will negotiate effects on wages, hours, and/or working conditions of Union members that result from ordinances that are enacted after the execution of this Agreement, in accordance with the PECBA.

## **ARTICLE 23 – UNION ACTIVITY**

- 24.1 No Union meeting shall be held on the Employer's time unless the Employer has given express, prior approval.
- 24.2 E-mail use. Use of the Employer's E-mail System:
  - A. The parties recognize that the Employer's E-mail system is the sole property of the Employer and that use of that system is currently governed by the current Benton County Electronic Mail Policy and as revised. The Employer will not purchase additional equipment, software, etc., to accommodate the Union's use of the

Employer's E-Mail system pursuant to Article 24.

- B. Union Stewards and/or Representatives may use the Employer's E-mail system to conduct Union business for the limited purposes of:
    - i. Notifying Union members of meetings and scheduling meetings (date, time, place and agenda); and
    - ii. Filing official correspondence with the Employer (*i.e.*, grievance documents, demand to bargain notices), which in the E-mail "subject" line will clearly be identified as such.
  - C. E-mail from the Union to its members under this section may be read while on duty provided it does not interfere with the business of the court.
  - D. The parties recognize that misuse of the Employer's E-mail system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the Employer's E-mail system may result in discipline, up to and including termination.
- 24.3 From time-to-time, the Union will provide written notice to the Benton Human Resources Department Manager or designee and the Superior Court Administrator or designee, an up-to-date written list of Union Stewards and/or the Bargaining Team.
- 24.4 Union Stewards and/or the Bargaining Team may use Employer telephones, voice mail, fax machines, computers, printers, copiers and mail boxes for creating and/or disseminating to Union Stewards and/or the Bargaining Team communications by the Employer to the Union or by the Union to the Employer.
- 24.5 Non-employee Union personnel/representatives shall not be permitted to enter the "secure badge only access" areas of the Benton-Franklin Counties Superior Courts. Specific arrangements may be made with the Superior Court Administrator or designee, for pre-approved access to inspect the grievance site at a time convenient to the Employer and the operations of the courts. The Employer will not unreasonably delay an investigation.

## **ARTICLE 24 – DISBURSEMENTS FROM SALARIES**

Pay Day. The salaries and wages of employees shall be paid monthly, not later than the fifth (5<sup>th</sup>) day of the month. Draw-pay provisions exist which permit partial payment at mid-month on request. Implementation of a different payroll date will be preceded by a thirty (30) day written notice to the Union and the employees.

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

## **ARTICLE 25 – POLITICAL ACTIVITY**

Employees of the Benton-Franklin Counties Superior Court subject to this Agreement shall be governed by the Revised Code of Washington and Benton County policies and procedures.

## **ARTICLE 26 – 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 shall not be affected thereby.

## **ARTICLE 27 – ENTIRE AGREEMENT**

The terms of this Agreement, including all Appendices, constitute the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Therefore, the parties waive the right to bargain collectively with respect to any subject or matter, unless by mutual consent, for the life of this Agreement.

## **ARTICLE 28 – PENSIONS AND RETIREMENT**

Employees shall participate in the State employees retirement plan (PERS) as set forth in applicable statutes.

## **ARTICLE 29 – JURY DUTY**

An employee receiving a summons to report for jury duty shall notify the Superior Court Administrator or designee within three (3) working days of receiving the summons. An employee shall be granted paid leave for attendance at jury duty. Each employee who performs jury duty shall be paid their regular Employer salary for each day the employee performs jury duty. If the employee receives compensation from the court for jury duty, the employee shall sign over to the Employer the compensation received from the court, except for mileage for the use of the employee's personal vehicle. This provision of turning over compensation received from the court does not apply to employees called to jury duty on their scheduled days off.

## **ARTICLE 30 – COMPENSABLE (ON-THE-JOB) INJURIES**

An employee who suffers a compensable on-the-job injury resulting in their absence from work for fourteen (14) calendar days or more will be paid their regular Employer salary for the first three (3) work days of such absence less any State compensation which may be applicable. An employee suffering a compensable on-the-job injury of less than fourteen (14) calendar days shall use their

paid leave for the first three (3) work days of such absence less any state compensation which may be applicable. If the employee qualifies for time loss payments, the employee shall use their accumulated paid leave ("paid leave" under this article is sick leave, vacation leave, and compensatory time) toward the regular wage difference between the time loss payments received and the employee's regular wage. The total of the two (2) payments shall not exceed the employee's regular wage for a normal work month. During the absence of such employee, said employee will be considered as being "on leave of absence-compensable injury" and as such the Employer will continue to pay its portion of the insurance premium contributions while the employee has paid leave available and/or while on an FMLA leave. The Employer will continue to pay its portion of the insurance premium contribution for the employee for three (3) months beyond exhaustion of paid leave. If the employee runs out of paid leave then the employee will be responsible for paying the premiums either by payroll deductions or as determined by the Employer. While on workers compensation, an employee's time loss pay will be administered through the personnel office; however, employees must on a weekly basis keep their supervisor informed about their status and prognosis for return to work.

### **ARTICLE 31 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE**

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action inclusive of discharge. Unauthorized absences from duty for three (3) consecutively scheduled work days will constitute a voluntary quit. The leave request form shall be used in applying for any leave.

### **ARTICLE 32 - DRUG FREE WORKPLACE**

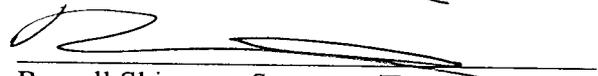
The parties agree that the safety and security of the Benton-Franklin Counties Superior Court's employees, court participants and visitors, is of utmost importance. To further that goal, those entrusted with the safety and security of those working in, and utilizing, Benton-Franklin Counties Superior Courts, must be free of the influences of alcohol and/or drugs. To that end, the Employer has adopted a Drug Free Workplace policy and procedure, which includes mandatory "reasonable suspicion" drug testing.

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

**BENTON-FRANKLIN COUNTIES  
SUPERIOR COURT**

**TEAMSTERS LOCAL NO. 839  
WAREHOUSEMEN, GARAGE  
EMPLOYEES AND HELPERS UNION**

  
Presiding Superior Court Judge

  
Russell Shjerven, Secretary/Treasurer

Date: 9-4-15

Date: 9-3-15  
  
Jerrid MacPherson, Franklin County  
Interim County Administrator

  
Patricia J. Austin, Administrator

Date: 9/4/15

Date: \_\_\_\_\_

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

  
Chair

  
Chair

  
Member

  
Member

  
Member

  
Member

Constituting the Board of  
Benton County Commissioners

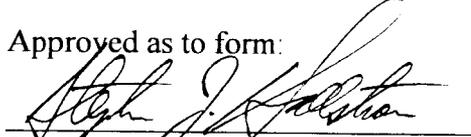
Constituting the Board of  
Franklin County Commissioners

Attest:  
  
Clerk to the Board

Attest:  
  
Clerk to the Board

Date: 9-15-15

Date: 9-9-2015

Approved as to form:  
  
Stephen J. Hallstrom  
Deputy Prosecuting Attorney

**APPENDIX A**

**2015 SALARY SCHEDULE (starting 07/01/2015)**

**2015 - 2016**

**Agreement by and between  
Boards of Benton and Franklin County Commissioners  
and  
Benton-Franklin  
Superior Court Teamsters #839**

**COVERING BAILIFF TEAMSTERS**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
6	2725	2779	2876	2977	3081	3189	3301	3417	3537