

JOINT RESOLUTION

2015 642

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. ~~2015 340~~

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 BENTON-FRANKLIN JUVENILE COURT GUILD, REPRESENTING JUVENILE COURT EMPLOYEES.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Benton-Franklin Juvenile Court Guild 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

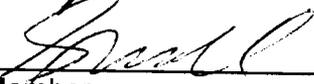
DATED this 9 day of September, 2015

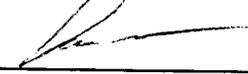
BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

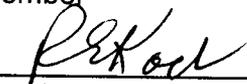

Chairman


Chairman


Member


Member


Member


Member

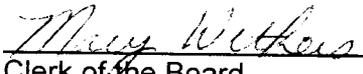
Constituting the Board of County Commissioners of Benton County, Washington

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:


Clerk of the Board

ATTEST:


Clerk of the Board

2015 – 2016 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT

and the

BENTON-FRANKLIN JUVENILE COURT GUILD

Representing JUVENILE COURT UNIT

Original: Benton County Commissioners
Franklin County Commissioners
Guild President

c: Benton County Prosecuting Attorney Office
Franklin County Administrator
Benton County Personnel Resources Department
Benton County Auditor's Office
Juvenile Justice Administration

2015-340

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PREAMBLE

This Agreement is entered into by Benton-Franklin Counties Juvenile Department, hereinafter referred to as the Employer, and Benton-Franklin Juvenile Court Guild, hereinafter referred to as the Guild, has as its purpose to ensure collective bargaining in respect to wages, hours and other conditions of employment, to promote and ensure harmonious relations, cooperation, understanding between the Employer and the Guild, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Guild as the exclusive bargaining agent for certain Benton and Franklin County Juvenile Department employees as certified by the Public Employment Relations Commission. The Employer and the Guild agree that the bargaining unit shall be defined as follows:

INCLUDED: Full-time and regular part-time employees examples of which are Program Coordinator, Counselor II & III, Detention Supervisor, Legal Secretary I-V, Accounting Assistant I-III, and Legal Process Assistant I-V.

EXCLUDED: Juvenile Administrator, Assistant Administrator, Detention Manager, Assistant Detention Manager, Community Intervention Services Manager, Community Supervision Manager, Administrative Services Manager, Administrative Services Supervisor, Senior Secretary for Administration, Community Supervision Services Manager, Legal Process Supervisor, Department Managers, Facilities Supervisor, Probation Counselor Unit Supervisors, Detention personnel currently represented, supervisors, confidential and all other employees and all other employees of the Juvenile Department.

- 1.2 The Employer will notify the Guild of any new position and the Employer's position regarding inclusion or exclusion of said position. A copy of the classification will be provided to the Guild with the notification.

ARTICLE 2 – GUILD SECURITY

- 2.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Guild or contribute monthly in an amount equivalent to the regular monthly dues of the Guild, and any employee hired or assigned to the bargaining unit, shall on or after the 30th day following the beginning of such employment or inclusion within the bargaining unit, either join the Guild or contribute monthly in an amount equivalent to the regular monthly dues of the Guild to the Guild, except as provided in the paragraph herein below.
- 2.2 Upon written proof of *bona fide* religious tenets, pursuant to RCW 41.56.122, a member may revoke payment of dues; however, in such cases, the employee shall be required to pay a similar amount of money monthly to a charity as provided by RCW 41.56.122. Those bargaining unit employees who assert that the payment of Guild dues or the agency fees is in

conflict with the *bona fide* tenets of their religion as set forth in the statutes, shall advise the Guild 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 Guild disagrees with such request for exemption, the question will be resolved in accordance with the provision of Washington State statutes.

- 2.3 No employee shall be required to pay as a condition of employment while in the bargaining unit any Guild 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.

ARTICLE 3 – DUES

- 3.1 The Employer agrees to deduct, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Benton-Franklin Counties Juvenile Guild, 5606 West Canal Place, Suite 106, Kennewick WA 99336, after such deductions are made.
- 3.2 If employment terminates on or before the 15th day of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

The Guild agrees to indemnify, defend and hold harmless the Employer from any liability resulting from any claims arising out of this dues deductions system due to errors knowingly caused by the Guild. If an improper deduction is made, the Guild shall refund any over-deduction within thirty (30) days directly to said employee. If a less than adequate deduction occurs, then the Employer shall deduct the appropriate amount from the next paycheck.

ARTICLE 4 – TYPES OF EMPLOYMENT

- 4.1 Regular Employee: All employees in the bargaining unit working full-time or part-time who have successfully completed their probationary period other than temporary employees.
- 4.2 Full-Time Employees: An employee working forty (40) hours per workweek.
- 4.3 Part-Time Employee: An employee hired in a regular position but working less than forty (40) hours per workweek. A part-time employee is only entitled to pro-rated sick leave, annual leave, and paid holidays, and no other benefits. Part-time employees hired on or prior to February 21, 2001, shall remain eligible for insurance benefits.
- 4.4 Probationary Employee: An employee shall be on a trial basis during the first six (6) months of full-time employment in each job classification. An employee may be terminated without cause and without recourse during the probationary period. The Employer may elect to extend the probationary period for up to six (6) months by notifying the employee in writing prior to the expiration of the probationary period. 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 shall be added to the probationary period.

- 4.5 Trial Service Period: An employee shall serve a four (4) month trial service period when changing positions due to a promotion or transfer. If the Employer determines that the employee is unable to satisfactorily perform the duties of the new position prior to the completion of the trial period, the employee shall be reinstated to his/her former position if a vacancy exists, or to a position of like status if a vacancy exists.
- 4.6 Temporary Employee: An employee hired for a specific period of time not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year (or up to eight hundred, sixty-seven (867) hours in any twelve (12) month period). Temporary employees are not entitled to fringe benefits described in this Agreement, *i.e.*, paid holidays, paid vacation, paid sick leave, medical insurance, etc. A five (5) consecutive calendar month period satisfactorily worked, will count towards completion of the probationary period if the temporary employee is hired as a regular employee for the same or substantially similar work. Temporary employees shall be paid on an hourly basis.
- 4.7 Extended Temporary Employee: A Temporary Employee in a position with an expected duration of more than five (5) months and less than two (2) years, usually for the purpose of completing a specific project, grant, seasonable work, etc. The Guild will be notified of extended temporary employees.
- 4.8 Contract Personnel: Personnel hired for a specific duration, specific project, or a specific grant period. These personnel are not covered by the terms and conditions of this labor agreement.
- 4.9 Interns and Volunteer Personnel: Personnel performing duties for the Employer who meet the following criteria:
- A) Interns:
- i. The training, even though it includes actual operation of the facilities of the Employer, is similar to that which would be given in a vocation school;
 - ii. The training is for the sole benefit of the trainees;
 - iii. The trainees do not displace current regular employees, but work under their close supervision;
 - iv. The Employer that provides the training derives no immediate advantage from the activities of the trainee; and on occasion their operations may actually be impeded;
 - v. The trainees are not necessarily entitled to a job at the conclusion of the training period; and,
 - vi. The Employer and the trainees understand that the trainees are not entitled to wages for the time spent in training.

B) Volunteers:

One who volunteers to perform services for a public agency or civic organization for civic, charitable or humanitarian reasons, and who does not expect to be compensated for those services.

These personnel are not considered employees and are not covered by the terms and conditions of this labor agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 The Guild recognizes and agrees that the Employer has core management rights which the Employer has the unilateral right to decide and implement from time to time, without negotiations about the decision(s) and the implementation thereof. The Employer will notify the Guild in writing of any such decision(s) if the decision(s) involve a change in working conditions. Following the notification, the Guild on shall have thirty (30) days to notify the Employer in writing, if the Guild chooses to negotiate the impact of the decision(s). All matters not expressly or clearly covered by the language of this Agreement shall be administered for the duration of this Agreement by the Employer as the Employer may from time-to-time determine. The Guild agrees that the Employer's core management rights include, but are not limited to:

- A) The right to establish oral or written lawful work rules and procedures, as well as the right to modify orally or in writing work rules and procedures. The Employer will notify the affected employees of the changes five (5) days prior to the effective date.
- B) The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
- C) The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.
- D) The right to discipline, suspend or discharge an employee for just cause as indicated in Article 10.
- E) The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.
- F) Incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee at employer's request.
- G) The right to implement new or different procedures resulting from state and federal requirements. Prior notice will be provided to the affected employees.
- H) The right to implement new and/or different work procedures to provide efficient and productive services to the public. Prior notice will be provided to affected employees.

- I) 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.
 - J) The unilateral right to determine the budget at all times.
 - K) The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- 5.2 Nothing in this Agreement shall be interpreted to limit or restrict the Employer's rights, obligations, and methodologies of providing services to the public.
- 5.3 Past Practices: The Employer reserves the right to change past practices based on applicable statutes, Superior Court rules, administrative agency rules and regulations and/or revenue sources/contract requirements. If the Employer wishes to change such practices, the Employer shall provide notice to the Guild. The Guild 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 6 – EMPLOYEE RIGHTS, RESPONSIBILITIES AND GUILD PRIVILEGES

- 6.1 Non-Discrimination: The Employer and the Guild agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Guild. Any violation will constitute a breach of this Agreement.

The Employer and the Guild agree that the application of this Agreement and the Employer's oral or written personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified either orally or in writing, and the new rule or procedure shall be announced or posted 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.

- 6.2 No employee shall be discriminated against for exercising the employee's right as a Guild member.
- 6.3 Guild Activities: Up to three (3) duly elected representatives and the Guild president shall be allowed to attend negotiation meetings with the Employer without loss of pay when negotiations take place during business hours (8:00 a.m. to 5:00 p.m.). The Employer agrees subject to proper notification that accredited representatives of the Guild shall have reasonable

access to the premises during working hours for the purpose of investigating and discussing grievances provided the Guild Representative(s) does(do) not interfere with the work of employees.

- 6.4 Guild Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Guild. The Guild 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 Guild bulletin board. The bulletin board shall be used only for official notices and documents with dates and author's signature and sanctioned by the Guild President.
- 6.5 Personnel File: An employee shall have the right upon request to inspect his/her official personnel file in the presence of a department manager or their designee at a reasonable time during the work day and said request shall be granted not later than one (1) work day after the request. Copies of personnel action documents will be supplied to the affected employee. Material referring to an employee's competence, including performance evaluations and written records of disciplinary action, shall be placed in the employee's personnel file and the employee will be provided an opportunity to sign the material and attach a brief comment in the section supplied for employee comments. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file. The employee has the right to submit a written response to his/her file regarding disputed material, within seven (7) days of notice of said material.

Either the Employer or employee may request a meeting to discuss a written performance review to be placed in the employee's personnel file. The employee may be accompanied by a Guild representative at such meeting or at other conferences between the employee and management that deals with the employee's performance.

- 6.6 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance or the Employer's interests or such activity constitutes abuse of their official position or brings disrepute to the Employer.
- 6.7 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation for doing so.

ARTICLE 7 – GUILD/EMPLOYER RELATIONS

- 7.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Guild and authorized representatives of the Employer.
- 7.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Guild and the Employer.

ARTICLE 8 – LABOR - MANAGEMENT COMMITTEE

- 8.1 The purpose of this Agreement is to ensure collective bargaining between the parties in order

to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its employees.

In order to accomplish these goals, a Labor - Management Committee shall be established consisting of up to three (3) Guild members chosen by the Guild and up to three (3) Management members as chosen by the Employer.

- 8.3 The Labor - Management Committee shall schedule meetings at the written request of a member of the Labor - Management Committee. The Committee shall meet at mutually agreeable times, but not sooner than five (5) working days from the date of the request, and not later than fifteen (15) working days from the date of the request, unless otherwise agreed by the parties. Requests shall be submitted to the Juvenile Administrator, in writing, and shall include a written agenda for the requested meeting. Personnel matters relating to particular employees will not be open for discussion in the Labor - Management Committee meetings.

Disposition of matters covered in the Labor - Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of the contract between the Employer and the Guild but, shall approach the matter(s) at issue with a problem-solving effort.

ARTICLE 9 – HOURS OF WORK – OVERTIME

- 9.1 Standard Work Week: The standard work week shall consist of no more than four (4) ten (10) hour work days and/or five (5) eight (8) hour work days in a seven (7) day work period. A normal work schedule shall consist of a total of no more than forty (40) hours per seven (7) day work period. This section may be modified by the provisions of Section 9.2 below. For Detention Supervisors, alternative work periods and work schedules are addressed in Section 9.10.
- 9.2 Flex-Schedule: The work schedule may be altered to a flex-schedule by mutual agreement except if the provisions of Section 9.5 below are applicable.
- 9.3 Lunch Periods: Lunch periods will normally be up to a one (1) hour unpaid period taken at mid shift unless otherwise previously approved by the employer.
- 9.4 Rest Periods: Employees shall be entitled to one (1) fifteen (15) minute intermittent rest period during each four (4) hours of a shift. Rest periods shall be scheduled no later than the end of the third hour of work. For employees in Detention, rest periods shall be taken at times mutually agreeable to the Employer and the employee, as work load permits.
- 9.5 Changes in Work Schedule: The Employer has the right to modify the standard work week and standard work day based on its assessment of service needs and requirements. Modifications will be preceded by fifteen (15) calendar days written notification to the affected employees except in the event of an emergency. In an emergency, as much notice as is practical will be provided to the affected employees.

- 9.6 Overtime: An employee will be entitled to overtime compensation consistent with the FLSA for all hours worked in excess of forty (40) hours in a seven (7) day work period. For the purpose of computing an employee's hourly rate, the employee's monthly rate shall be divided by one hundred, seventy-three and one third (173.33) hours. All hours worked in excess of forty (40) hours will be compensated at the rate of time and one half (1.5) times the regular rate of pay. The employee may request to receive compensatory time off in lieu of overtime pay.

All compensated time except for sick leave shall count towards the overtime threshold. Sick leave shall not constitute time worked for the purposes of calculating overtime.

For Detention Supervisors, overtime will be calculated based on either a seven (7) or fourteen (14) day work period, in accordance with Section 9.10, below.

Employer agrees to distribute overtime as equally as practical among employees within a department. Employees may be required to cancel a scheduled shift to avoid payment of overtime.

- 9.7 Compensatory Time: The employee may request to receive compensatory time off in lieu of overtime pay. Compensatory time is earned at the same rate as overtime (time and one-half (1/2) for each hour worked). Employees shall not be permitted to carry over more than forty (40) hours of compensatory time from one (1) calendar year to the next. Compensatory time shall be taken at times mutually agreeable to the Employer and the employees. Employee time sheets shall reflect the total compensatory time accrued in addition to any compensatory time used during the pay period.

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.

- 9.8 Call Outs: When the Employer calls out or calls back an employee to work, he/she is entitled to a minimum of two (2) hours call-out time. This section will not be applicable to call-outs occurring one (1) hour or less before the start of the employee's shift. The employee may be required to work the full hour or more as determined by the Employer.

- 9.9 Standby Status: If the Employer requires in writing an employee to be in Standby Status during said employee's off duty non-scheduled work hours, such employees will be compensated for such time at the rate of one (1) shift of compensatory time per five (5) shifts of standby duty. Standby Status shall mean an employee is available to return or respond to work within thirty (30) minutes of being called.

- 9.10 For Detention Supervisors, the Employer may elect to implement an alternate work period consisting of either seven (7) or fourteen (14) days. The normal work day and normal work shift hours shall be determined by the Employer from time to time.

- A) If the Employer elects to implement twelve (12) hour shifts in detention, Detention Supervisors will work a regularly recurring work period consisting of fourteen (14) consecutive days. If the Employer elects to implement eight (8) hour shifts in detention, the work period for Detention Supervisors will consist of seven (7)

consecutive days. If the Employer implements twelve (12) hour shifts, this Agreement otherwise remains based on an eight (8) hour day, including but not limited to leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

The Employer has the right to determine and change the work period(s) from time to time based on the Employer's assessment of service and personnel requirements. If the Employer changes the employee's work schedule and/or shifts, the Employer will provide at least thirty (30) day notice to the affected employees, except if there is an emergency.

- B) Shift hours will be established by the Employer. Shifts will be assigned every six (6) months taking into consideration the proper mix of skills, abilities, experience, and gender requirements. Employees going off shift may be required to remain on duty to inform replacements of operational conditions and status. Employees will be allowed an intermittent one-half (1/2) hour for lunch but shall not leave the facility unless prior approval is given by the Employer. The provisions of Section 9.3 above ("Lunch Periods") shall not apply.
- C) If a twelve (12) hour shift (fourteen (14) day work period) is implemented by the Employer, employees typically will be scheduled to work no more than eighty (80) hours per fourteen (14) day work period, meaning that a full-time employee will typically be scheduled to work six (6) twelve (12) hour shifts during the fourteen (14) day work period, along with one (1) eight (8) hour shift, as determined by the Employer. Only actual time worked beyond eighty (80) hours in a fourteen (14) day work period will be compensated at a rate of time and one-half (1.5x).
- D) Employees shall be allowed to trade shift schedules by mutual agreement. Exchanges shall be submitted to the Juvenile Administrator for approval in advance of the exchange. Such voluntary trades shall not result in overtime premium. The employee agreeing to the exchange assumes all responsibility for the shifts being traded.
- E) If the Employer decides to fill a position on a temporary basis, said position will be temporarily filled on the basis of seniority subject to gender requirements based on the shift involved as determined by the Employer.
- F) If the Employer elects to implement twelve (12) hour shifts, sick leave and annual leave shall accrue and be utilized as provided in Articles 14 and 17 of this Agreement.
- G) For employees who actually work during the daylight savings time conversion in the spring and thereby lose one (1) hour of work time, employees will not be paid for that hour, although employees may elect to use any accrued vacation or compensatory time for that hour. For employees who work during the daylight savings time conversion in the fall and thereby work one (1) additional hour, those employees will be paid for an additional hour of work.
- H) Detention Supervisors:

1. Detention Supervisors will take intermittent lunch/meal periods and intermittent rest periods at their discretion and in accordance with Articles 9.4 and 9.10 (B) herein.
2. Each Detention Supervisor is solely and expressly, personally responsible for notifying the Detention Operations Manager, the Detention Manager or, the Juvenile Administrator, immediately upon determination that the Detention Supervisor is unable to make the necessary arrangements to take a Meal/Lunch Period and/or Rest Period(s), as defined in Articles 9.4 and 9.10 (B) herein.
3. Each Detention Supervisor is solely and expressly, personally responsible for accurately completing a written, monthly time sheet that reflects and otherwise records any work day(s) during the month in which Rest Periods as defined in Article 9.10 (B) herein were not taken by the Detention Supervisor, and otherwise acknowledges that Meal/Lunch Periods and Rest Periods as defined in Articles 9.4 and 9.10 (B) herein, were taken during the month recorded in the time sheet.
4. The parties hereto stipulate CBA text pertaining to Meal/Lunch Periods and Rest Periods, is lawful, and that Article 29 – “Subordinate To Statutes” does not operate to invalidate Article 9. The parties’ desire to obtain a mutually agreeable resolution which brings closure to matters involving Meal/Lunch Periods and Rest Periods.

ARTICLE 10 – DISCIPLINE

10.1 The parties believe progressive discipline is a beneficial approach because it provides the employee with an opportunity to correct deficiencies and to improve their conduct. Management personnel may discipline an employee for just causes, inclusive of but not limited to:

- A) Neglect of duty
- B) Inefficiency
- C) Insubordination
- D) Incompetence
- E) Insolence
- F) Conviction of a crime that may affect work performance.
- G) Malfeasance or misfeasance of job requirements
- H) Misconduct
- I) Violation of Employer and/or departmental rules and/or regulations, whether written or oral
- J) Conflict of interest off-duty activities vs. job duties
- K) Excessive tardiness (two (2) or more) and/or absenteeism (two (2) or more)
- L) Sexual harassment
- M) Violation of the Drug & Alcohol Policy or Procedures or Fit for Work Program
- N) Suspension and/or revocation of licenses, certifications, and any other prerequisites as required by the job and/or applicable laws.

- O) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

10.2 The degree of disciplinary action depends on the severity of the infraction. It is the responsibility of the Employer taking such action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:

- A) Verbal warning: The Employer will discuss the offense and warn the employee not to repeat the behavior, and will document the occurrence by making a note in the employee's personnel file.
- B) Written reprimand: The employee will receive a signed letter from the Employer listing the violations and stating the corrective action that must be taken by the employee. If there is no recurrence of the conduct prompting discipline, records of oral and written reprimands shall be removed from the employee's personnel file after a one (1) year period, following written request by the employee.
- C) Disciplinary Probation: The Employer has the right to use this disciplinary action as a further step for multiple written reprimands. The Employer shall notify the employee that he/she is on disciplinary probation for a specified length of time and provide a corrective action plan. An employee on disciplinary probation is on notice that further disciplinary actions against him/her could result in discharge or termination.
- D) Suspension with pay: At the discretion of the Employer an employee may be suspended with pay pending investigation of allegations of misconduct, when such allegations compromise 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, the appropriate disciplinary action will be taken. If such charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's personnel file.
- E) Suspension without pay: An employee shall be suspended without pay when the offense is of a serious nature as determined by the Employer. Such suspension without pay will not exceed thirty (30) working days.
- F) Discharge or Termination: The employer shall hold a pre-discharge conference or meeting with the employee at which time he/she shall be provided with written notice of the charges, an explanation of the evidence, and afforded the opportunity to respond. The purpose is for the employer to explain their perspective regarding the charges prior to the Employer finalizing disciplinary action.

10.3 The Employer may take any of the stated disciplinary actions at any time depending on the circumstances. The Employer is not restricted to taking disciplinary action by way of a progression from (A) through (F) referenced in Section 10.2, but rather the Employer may choose any one and/or combination of said disciplinary actions.

10.4 The Employer may immediately warn, reprimand, suspend without pay, and/or discharge or

terminate an employee for cause. The specified charges shall be made available to the employee in writing at the Employer's office not later than one (1) working day after the action became effective. The Guild shall also be notified of these charges. In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, the Employer will notify the employee and the Guild representative of the alleged misconduct(s) and potential discipline in writing. At the conclusion of the Employer's investigation, the Employer will hold a pre-disciplinary meeting to provide the employee and the Guild representative an opportunity to respond to the allegations. The employee's attendance at the pre-disciplinary meeting is mandatory, unless the employee's absence from the meeting receives prior approval of the Employer. Thereafter, or concurrent therewith, the Employer shall make a determination as to whether to proceed with disciplinary action.

The Employer will make a reasonable effort to ensure that the investigation and notice of pre-disciplinary meeting occur within a reasonable amount of time. However, this process is dependent upon the complexity of the misconduct and the availability of witnesses and/or evidence. No pre-disciplinary action meeting with the employee and Guild representative is necessary for an oral and/or written reprimand.

In addition to, or in lieu of filing a grievance pursuant to Article 11, an employee may submit a written response to any documentation placed in their personnel file pursuant to this section, within seven (7) calendar days.

- 10.5 Any disciplinary action of a non-probationary employee may be grieved through the grievance procedures.

Discipline shall be carried out in a private meeting with the employee having the right to representation. The actions taken shall be documented and signed by the Employer and employee. Employee's signature denotes acknowledgment and receipt of the reprimand.

- 10.6 Probationary employees may be discharged or terminated without just cause and without recourse at any time during the probationary period.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances. The parties will attempt to adjust such actions at the lowest level. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.
- 11.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Guild or the Employer as to the correct interpretation and/or application of the terms and conditions of this Agreement.
- 11.3 Through the procedure set forth in this Article, a grievance may be presented by an employee, or the Employer accompanied by a representative if desired.
- 11.4 Grievances shall be heard at any time where practical and feasible.

- 11.5 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing.
- 11.6 No grievance shall be valid unless it is submitted at Step 1 within twenty (20) working days after the occurrence of the grievance or knowledge of its occurrence. Employer grievances shall be submitted at Step 2 within twenty (20) working days after occurrence of the grievance or knowledge of its occurrence. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. The grievance document will indicate the facts involved in the grievance, the sections of the contract violated and the remedy sought. 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.
- 11.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form by the aggrieved employee or their representative to the employee's Department Manager within twenty (20) working days after the occurrence of the grievance or knowledge of its occurrence. The aggrieved employee and/or their representative and Department Manager will meet to discuss and attempt to resolve the issues within twenty (20) working days after notification. Both parties may or may not be represented. If the matter cannot be resolved at the conciliation step, then the matter may be referred to Step 2. None of the settlement proposals, oral or written, are admissible in any arbitration proceeding.

Step 2:

If the grievance has not been resolved at Step 1, the aggrieved employee and/or their representative and/or the Department Manager may refer the dispute to Step 2, within twenty (20) working days of the response in Step 1. The grievance, in written form, shall be presented to the Juvenile Administrator or their designee. Thereafter, the Juvenile Administrator or designee shall respond in writing to the aggrieved employee and/or their representative within twenty (20) working days after receipt of the grievance. If the Employer files a grievance against an employee, or the Guild, it shall be presented to the Guild President within twenty (20) working days per Section 11.6 above. The Guild President shall respond in writing to the Employer within twenty (20) working days after receipt of the grievance.

Step 3:

A) FINAL AND BINDING ARBITRATION

If the grievance has not been resolved at Step 2, in accordance with the conditions set forth herein above, the Guild or the Employer may refer the dispute to final and binding arbitration.

B) NOTICE - TIME LIMITATION

The submitting party shall notify the other party in writing by certified mail within twenty (20) working days after the receipt of the Step 2 response.

C) ARBITRATOR - SELECTION

After timely notice, the arbitrator will be selected as follows:

- i. The parties shall attempt to select an arbitrator within twenty (20) working days after receipt of the written notice of submission to arbitration. Thereafter, the hearing of the matter shall be conducted at the earliest possible date. If the parties cannot agree on an arbitrator, the following procedure will be applicable.
- ii. In the event either party does not 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. This list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the list of eleven (11) names, then the two (2) parties shall meet or confer by telephone and flip a coin. The winner shall elect (or defer to the loser to strike first), to strike one (1) names from the list and communicate that party's choice to the other party. The losing party (or the winner if the party deferred) will then strike one (1) names from said list and so forth, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name shall be the arbitrator, and will be so notified in writing by the party advancing the grievance to arbitration, copying the other party on the notice to the selected arbitrator.

D) DECISION - TIME LIMIT

The arbitrator will meet and hear the matter at the earliest possible date. After completion of the hearing, a decision shall be rendered within thirty (30) calendar days of the hearing or from post hearing briefs. The parties may agree to other time frames.

E) LIMITATIONS, SCOPE AND POWER OF ARBITRATOR

- i. The arbitrator shall not have the jurisdiction to add to, subtract from, alter, change or modify the terms and/or provisions of this Agreement.
- ii. The power of the arbitrator shall 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 Guild or the Employer.
- iii. The arbitrator will consider and decide only the question or issue raised at

Step 1 or Step 2, as determined by the Step where the grievance was first initiated, and the arbitrator will not have the authority to consider additions, variations and/or subsequent grievances beyond the initial grievance submitted at Step 1 or Step 2 per Article 11.

- iv. In conducting the hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel production of books and papers relevant to the hearing, and question witnesses.
- v. Summary Judgment. The arbitrator will have the power to hear summary judgment motions as set forth herein, for grievance arbitration matters not involving the discipline of a Guild represented employee. A party may submit a summary judgment motion to the arbitrator, who will issue a briefing schedule. The arbitrator may decide the matter after oral argument based upon the summary judgment written record, if the written record shows that there is no genuine issue as to any material fact, and the moving party is entitled to summary judgment as a matter of law, in which case the arbitrator will issue a detailed, written decision, order and award.

F) ARBITRATION AWARD - DAMAGES – EXPENSES

- i. Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being twenty (20) working days or less prior to the initial filing of the grievance.
- ii. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- iii. The arbitrator shall not have the authority to award punitive damages.
- iv. The expenses of the arbitrator will be split between the parties. Each party shall bear their own expenses of presentation of their respective cases.
- v. Either party may request that a stenographic record of the hearing be made. The party requesting such a 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.
- vi. 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.

ARTICLE 12 – HOLIDAYS

12.1 Effective after the date of ratification by both parties, the following are holidays with pay:

New Years' Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
Christmas Eve	Last workday before Christmas
One (1) Floating Holiday	Employee's discretion

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. If an employee is scheduled to work a holiday and calls in sick, the employee will be charged sick leave and will not receive holiday pay. Holidays are based on an eight (8) hour day.

12.2 Floating Holiday: Each employee shall be entitled to one (1) floating holiday after completion of the probationary period. In order for the employee to use said floating holiday, he/she must obtain prior approval from the Employer. The floating holiday must be used within the calendar year. An unused floating holiday shall be paid to employees upon termination and/or resignation or their estate upon death, except for probationary employees. The floating holiday may be taken only in full.

12.3 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.

If a holiday should occur while an employee is on a paid leave such leave will not be charged for the holiday.

12.5 Detention Supervisors: Detention Supervisors will observe holidays on the actual day on which the holiday falls as set forth in Section 12.1 with the provisions of Section 12.3 not being applicable. Detention Supervisors scheduled to work on a holiday will be paid in accordance with Article 12.6. Detention Supervisors not scheduled to work a holiday will be paid eight (8) hours of holiday pay. Detention Supervisors may choose to bank the eight (8) hours of holiday pay for each holiday identified in Article 12.1.

12.6 Employees who work on the holiday (for Detention Supervisors, on the actual holiday; for other employees, on the observed day in accordance with Section 12.3) will receive only (a) time and one-half (1/2) pay for each hour worked on the holiday (e.g., starting on July 4th at 12:01 a.m. and ending at 12:00 midnight); and (b) eight (8) hours of holiday pay. Employees will not receive any other pay or salary for the holiday or work on that day. There is no pyramiding of overtime and one and one-half (1.5x) holiday pay.

12.7 Employees will receive no holiday pay if the employee has accepted scheduled work on a holiday and fails to report to work except for an excused absence.

12.8 By mutual agreement, compensatory time may be given in lieu of holiday pay.

ARTICLE 13 – COURT AND MILITARY LEAVE

- 13.1 Jury and Court Duty: An employee shall be granted leave with pay while required to perform jury service or serve as a witness in a work-related criminal case.
- A) The employee will receive his/her normal daily earnings for jury service and court leave time. All fees received for jury duty shall be submitted to the Employer except payment received for mileage and other travel related expenses.
 - B) An employee shall report to work during all hours he/she is released from jury or witness service. If less than one (1) hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.
 - C) When employees receive notice of jury duty they shall notify their supervisor within two (2) working days of receipt of the notice.
- 13.2 Military Leave: Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding twenty-one (21) 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.

ARTICLE 14 – ANNUAL LEAVE

- 14.1 Annual leave with pay is earned at the following monthly rates depending on the employee's length of service with the employer.

<u>Years of Service</u>	<u>Working Hours Leave / Month or Major Portion Thereof</u>	<u>Annual Leave Hours</u>
1 through 5	10.00	120
6 through 10	12.00	144
11 through 15	15.00	180
16 through 19	16.5	198
20 and over	18	216

- 14.2 Annual leave credit may be accumulated during the first six (6) months of service with the Employer, however, said annual leave credit may not be used. During the seventh (7th) month, or any subsequent month, annual leave may be allowed up to the 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, and said request is subject to prior approval from the Employer, before the employee can utilize said accrued annual leave.

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

Under this Agreement, “major portion” and “majority” of the month are defined as follows: More than half the number of full-time hours the employee is scheduled to work in the particular month.

- 14.3 Only regular full-time and regular part-time employees who have successfully completed six (6) months of service shall upon separation from the Employer for any reason, be compensated for all accumulated annual leave, subject to Section 14.5 below, at the rate of basic monthly salary divided by one hundred, seventy-three and one third (173.33) hours. In case of death all accumulated leave is paid to the estate of the employee.
- 14.4 All requests for leave are subject to approval by the Department Manager. The employee with the greater seniority shall be given their choice of vacation in the event of a conflict regarding vacation scheduling. Supervisory personnel shall arrange annual leave for employees on such schedules that will least interfere with the functions of the department.
- 14.5 Annual leave may be accumulated to a maximum of two hundred forty (240) hours. This means that no more than two hundred forty (240) hours may be accumulated at any one time. When an employee accumulates two hundred forty (240) hours of annual leave, he or she will lose any additional days as they are earned until some of the accumulated annual leave is used, thus bringing the total to less than the two hundred forty (240) hour limit. At no time shall any employee accrue more than two hundred (240) hours of annual leave.

Any employee hired after June 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of annual leave at any time.

- 14.6 An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave if the employee has used a minimum of eighty (80) hours annual leave since December 1st of the previous calendar year, through November of the current calendar year. Employees with twenty (20) or more years of service with the Employer, may cash out twenty (20), forty (40), or eighty (80) hours. 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 15 – LEAVE OF ABSENCE

- 15.1 **Leave of Absence Without Pay:** An employee may be granted leave of absence without pay not to exceed twelve (12) months. An employee must request such leave of the Juvenile Administrator. The Juvenile Administrator 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 Administrator shall reach a mutually acceptable agreement with regard to the date of return and if the Administrator determines it is possible the work position to which the employee will return.

While on a leave of absence without pay that is not FMLA leave, the Employer’s insurance contribution ceases, and the employee is eligible for COBRA benefits. The employee’s

accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on a leave 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.

No leave without pay will be granted to any employee until the employee has first used all vacation leave accruals (employees in the first six (6) months of employment who are not yet eligible to use accrued vacation are not required to exhaust that vacation before going on leave without pay). Such leave will not be granted for purposes of the employee gaining personal advantage or profit.

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Employer.

- 15.2 Special Meetings and Training: Subject to the approval of the Employer an employee may be granted time off with or without pay to attend professional, technical institutes, conferences, and/or special educational training directly appropriate to the employee's position.

ARTICLE 16 – LEAVE SHARING

- 16.1 Leave Sharing: The purpose of the program is to allow an employee to transfer any portion of his or her annual leave, as defined in this Article, to another employee in need of such leave due to family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family and Medical Leave Act. Leave Sharing shall be implemented as provided in this Article.
- 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.
- 16.3 Policy: The leave sharing policy shall be implemented as follows:
- A) The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred annual leave.
 - B) The transferring party must have:
 - i. taken at least forty (40) hours of annual leave in the previous twelve (12) months, or
 - ii. have no less than forty (40) hours of accrued paid leave after the transfer is completed.
 - C) All requests for transfer of annual leave shall be submitted on a Voluntary Transfer of Annual Leave form to the Unit/Department Managers for each party, and to the Juvenile Administrator. Each request shall include:

- i. The amount of annual leave to be transferred;
 - ii. The names, signatures, and Units/Departments of the employees requesting the transfer;
 - iii. 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 applicable Unit/Department Managers and Juvenile Administrator for the donating employee. The Unit/Department Manager and/or the Juvenile Administrator may request written confirmation from the recipient employee that he/she qualifies for leave sharing under this Leave Sharing policy, including but not limited to a health care provider's statement confirming the need for the employee to be off work. If the transfer is approved, the Juvenile Administrator shall sign the request, and copies of the request shall be submitted for processing, with a copy to the Personnel Resources Department.
- E) Each Unit/Department Manager 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 form, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for transferred leave ceases. To the extent possible, the Unit/Department Manager will deduct the time used evenly among the donors: *e.g.*, if eight (8) people donate ten (10) hours apiece, and the recipient takes one (1) day off, one (1) hour would 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 by the receiving employee, any and all remaining transferred leave shall be returned in equal portions, if applicable, to the employee(s) donating the leave.
- G) Probationary employees are eligible to receive shared leave, but they are not permitted to transfer leave. Use of shared leave by a probationary employee extends the probationary period by the amount of donated time used. If the probationary employee is off work on donated leave for the majority of the month, the anniversary date is adjusted.
- H) Donation and return of annual leave hours is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of those donating leave will be kept confidential.

ARTICLE 17 – SICK LEAVE

- 17.1 **Sick Leave Policy for Employees:** Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended

absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Guild and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the appropriate Guild President or designee in regard to a specific problem.

- 17.2 Eligibility for sick leave use shall commence at the completion of a major portion of a month of continuous service.
- 17.3 Effective January 1, 1994, regular full-time employees shall earn credit at the rate of eight (8) hours of sick leave with pay per month of continuous service accumulated to a maximum of one thousand, forty (1,040) hours; provided, however, employees hired after June 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 Section 17.7 below. 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. Regular part-time shall accrue sick leave on a pro rata basis.
- 17.4 Earned sick leave with pay may be taken for the following reasons:
- A) Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position, 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 (defined in Section 17.5 below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 17.5 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) Death of family members meeting the definition of "immediate family" in Section 17.5 below, and for the death of children and grandchildren of the employee of any age -- five (5) days maximum per death.
 - E) For appointment for immediate family (defined below) who resides in the employee's household for the following purposes if arrangements cannot be made during off hours: doctor, dental, or optical; treatment 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 covered by Section 17.4D, above -- one (1) day maximum per death.

17.5 "Immediate family" means:

- (1) 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 condition;
- (2) Spouse: The husband or wife of the employee;
- (3) Parent: A biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child;
- (4) Parent-in-Law: Parent of the spouse of the employee;
- (5) Grandparent: A parent of a parent of the employee or the employee's spouse;
- (6) Brother or Sister: A biological or adopted brother or sister of the employee; and
- (7) Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

17.6 Sickness shall be reported to the employer at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, the employee shall submit a leave form 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) consecutive work days, or less if sick leave abuse is an issue, will 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 three (3) consecutive workdays are required to call their department manager or designee weekly 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, will be required to provide a doctor's statement explaining that the employee is capable of performing the position's duties at normal levels of efficiency.

Should an employee become ill while on vacation and require medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes a certificate issued by a licensed physician or practitioner, or other satisfactory evidence of illness.

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

- A) Employees hired prior to January 1, 1994, will be paid for fifty percent (50%) of unused sick leave at voluntary termination or retirement from employment with Benton County, or to their estate upon death. For retirement, this payment will be to the employee's VEBA account.

- B) Employees hired on or after January 1, 1994, who voluntarily terminate or retire from their employment with Benton County under the Employer's retirement program shall receive payment, into the employee's VEBA account, for twenty-five percent (25%) of their unused sick leave. For voluntary termination, such payment shall be limited to employees with ten (10) or more years' service. For voluntary termination or retirement, payment shall not exceed Three Thousand Dollars (\$3,000.00).
- C) For employees with PERS I, the County will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

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 Washington Family Care Leave, Washington Family Leave Act, Pregnancy Disability Leave, Domestic Violence Leave and Military Spouse Leave in accordance with state law.

17.9 Employees who have accrued sick leave in excess of the maximum allowed eight hundred (800) hours will be allowed to convert the excess sick leave over eight hundred (800) hours to annual leave on a four (4) to one (1) basis (*i.e.*, each increment of thirty-two (32) hours accumulated in excess of eight hundred (800) hours may be converted to eight (8) hours of annual leave). Exercise of such an option shall be by written request.

ARTICLE 18 – INSURANCE BENEFITS

18.1 The Employer gives 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 amount stated in Section 18.2 toward the employee's premium costs for the coverage selected. Employees may change their plan options annually during Benton County's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Benton-Franklin Counties Juvenile Guild has elected to have Thirty-Six Thousand Dollars (\$36,000) face value life insurance coverage.

The Employer contributions indicated in Section 18.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward 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.

18.2 Effective the first of the month following full execution of this Agreement, 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 employees.

18.2.1 Effective the date of the last signature below, the Employer agrees to pay 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.

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.

18.2.2 Effective January 1, 2016, the Employer will increase its contribution towards the employees’ health and welfare benefits up to ten percent (10%) of the “baseline” figure referenced above in Section 18.2.1, based on the increases to the UEBT premiums.

Actual increases to the baseline in excess of a 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.

18.3 The Employer is not liable for direct payment of any insurance claims.

18.4 In accordance with the Employer’s medical/dental/optical/life insurance program requirements employees who elect to receive the Employer’s contribution towards any of these coverages must have those contributions applied to the Employer’s insurance programs. No employees can have the dollar amount contributions apply to any other insurance programs other than those provided by the Employer.

18.5 For UEBT coverage, the employee is eligible if he/she is a regular full-time employee and was compensated forty (40) hours or more the previous calendar month. If the employee is a regular full-time employee and elects Group Health (Washington Counties Insurance Fund or “WCIF”) and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the 2nd through the 31st, coverage begins the 1st of the following month. If the first falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.

18.6 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.

ARTICLE 19 – 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 pay for the majority of the month, the employee will not accrue vacation or sick leave, and the employee's anniversary date will be adjusted accordingly. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, he/she will be eligible for COBRA benefits and the Employer's insurance contribution will cease. While on workers compensation, the employee's time loss pay will be administered by the personnel office; however, the employee must keep his/her supervisor informed of his/her status and prognosis for return to work on a weekly basis.

ARTICLE 20 – RETIREMENT

- 20.1 The Employer will continue to pay its contribution towards the Public Employees Retirement System for eligible employees in accordance with state statutes.
- 20.2 The Employer shall maintain its contribution towards Social Security for the employees covered by this Agreement in accordance with federal laws.

ARTICLE 21 – EXPENSE REIMBURSEMENT

- 21.1 Travel and training expenses are subject to the Employer's prior approval, consistent with Benton County Policy.
- 21.2 Loss of Personal Property: Repair or replacement of employee property lost or damaged while on duty is subject to approval by the Employer.

ARTICLE 22 – VACANCIES/JOB POSTING

- 22.1 The filling and posting of vacant bargaining unit positions shall be subject to the following provisions:
 - A) The Unit Manager shall first make a determination as to whether or not a job vacancy or new position will be made available to current bargaining unit employees. The Unit Manager may laterally transfer an employee within the affected work unit to any vacant position in accordance with Section 23.2. If the Unit Manager determines that said position may be filled by a current bargaining unit employee within the affected work unit other than through a lateral transfer, then a work unit notice of such opening will be posted on one work unit bulletin board a minimum of five (5) days prior to the closing date for applications or, if sufficient applicants are not received, the Unit Manager may use one of the alternative methods of posting outlined in this section. "Work Unit" as used in this section refers particular divisions within the Employer's operations; for example, Intervention Services, Community Supervision Services, Accounting, and Legal Process are distinct work units.
 - B) If the Unit Manager determines that said vacancy or new position may be filled by employees in other work units of Juvenile operations covered by this bargaining agreement, then the Unit Manager may permit those employees to apply for said

position. Notice of such openings shall be posted on all bargaining unit departmental bulletin boards in Juvenile Operations a minimum of five (5) days prior to the closing date for application or, if sufficient applicants are not received, the Unit Manager may use one of the alternative methods of posting outlined in this section.

- C) If the Employer determines that said vacancy or new position may be filled by employees in other departments covered by this bargaining agreement or other Unions of the Juvenile Operations, then, the Employer may permit any employees to apply for said position. In addition to the above method of disseminating notice, notice of such openings shall be posted on the Employer's website and a central bulletin board a minimum of five (5) days prior to the closing date for application or, if sufficient applicants are not received the Employer may use one of the alternative methods of posting outlined in this section.

If the Employer determines that he/she wishes to receive applications from the public for vacant positions, then the public and bargaining unit employees may make application in accordance with the following provision. Notice of such opening shall be published by listing on the Employer's website and posted on a central bulletin board which shall provide a minimum of ten (10) days notice prior to the closing date of such vacancy applications.

- 22.2 A vacancy announcement will contain the position title and a brief description of the job duties, requirements and procedure for applying for the vacant position (*i.e.*, submission of an application or resume, etc.).
- 22.3 The Employer has the right to select the individual he/she determines is the best person for the job. The number of applicants deemed sufficient shall be at the sole discretion of the Employer.

ARTICLE 23 – PROMOTION, TRANSFER, LAYOFF AND RECALL

- 23.1 Promotion: It is the policy of the Employer to provide promotional opportunities to current qualified personnel. The Employer retains the right to select the individual best suited to the job requirements, considering skills, ability, past performance, seniority, and any other applicable factors. The provisions of Article 22, Job Vacancies and Posting, shall apply to the application procedure for promotions. Each bargaining unit member who applies for a promotional opportunity and meets the minimum requirements for the position, including any tests, scores, and interviews if applicable, will be interviewed for the position, unless the Unit Manager assigns the position to an employee within the work unit under Article 22.1 (A).
- 23.2 Lateral Transfer: If the Employer determines a vacancy exists in a particular work unit, the Employer may allow employees in the same job classification and pay grade from any other work unit in juvenile operations to apply for a lateral transfer before the Employer opens the vacancy for applications under Article 22 above. The Employer will post the notice of lateral transfer opportunity, minimum and special requirements for the position, and the application requirements for the transfer at least three (3) days prior to the closing date. Each employee who meets the minimum and special requirements for a position will receive an interview. The Employer has the right to select the individual he/she determines is the best person for

the job, taking into consideration skills, abilities, past performance, seniority, and any other applicable factors.

23.3 Layoff And Recall

- A) 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 a lack of work, lack of funds and/or reorganization.
- B) The Employer shall give as much notice as practicably possible to designated employees within the affected job classification chosen for layoff.
- C) The Juvenile Administrator will lay off in order of seniority within the affected job classification. In a layoff, within an affected job classification, seniority with the Employer will be first consideration, seniority within the job classification will be the second consideration and seniority within the bargaining unit third. Employees who remain within the department must be able to fulfill job requirements. The determination as to whether or not remaining employees are capable of fulfilling job requirements shall be at the discretion of the Employer and shall not be grievable.
 - i. In the event of a layoff, extra help/temporary employees in the affected classification shall be laid off before bargaining unit employees. This will not apply to interns or positions that are subject to other collective bargaining agreements.
 - ii. If extra help/temporary employees are being utilized in a classification in the Department which is not affected by the layoff, the extra/help temporary work shall be offered to qualified bargaining unit employees who are affected by the layoff. The bargaining unit employees to whom the position is offered shall be determined by the Employer, and such determination shall not be grievable. This shall not apply to positions that are subject to other collective bargaining agreements.
- D) The Employer will offer the following options, if available within the bargaining unit only, to an employee who receives a reduction-in-force notice:
 - i. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at the same pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the Employer than the occupant being bumped, shall meet the minimum qualifications for the position with minimal additional training as solely determined by the Employer, and shall either have previously held the position or have demonstrable familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.
 - ii. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at a

lower pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the employer than the occupant being bumped, shall meet the minimum qualifications for the position with no additional training, and shall either have previously held the position or have demonstrable familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.

- iii. If an employee is permitted to bump an occupant as outlined above; the employee shall be required to complete the four -month trial period in compliance with other sections of this Agreement.
- E) The Employer will place the names of employees laid off on a recall list.
- F) No new employees within the laid off job classification shall be hired by the Employer until available employees placed on layoff have been offered re-employment, provided the layoff period does not exceed one (1) year and that the employees keep the Employer advised of their 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.
- G) Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave provided all other provision 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 six (6) months 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 24 – SENIORITY

- 24.1 Seniority is defined as the employee's length of continuous service (not counting unpaid leave) with the Employer in a benefited position. For lay off purposes, within an affected job classification, an employee's length of continuous service with the Employer shall be given first consideration, and the employee's length of continuous service in their current job classification shall be second.
- 24.2 New employees do not have seniority until after successful completion of the probationary period, at which time they are added to the seniority list. All employees will be classified as regular employees upon completion of their probationary period.
- 24.3 Temporary employees are not entitled to seniority.

- 24.4 Once each year the Employer shall post a seniority list showing the continuous service of each employee.

ARTICLE 25 – PAYROLL PROVISIONS

- 25.1 Employees will be paid for any earned time off taken during the month in accordance with the provisions of this Agreement and additional time off during the month will be considered as unearned. Compensation for any month in which unearned time off is taken by an employee will be determined for that month by dividing the monthly salary by one hundred, seventy three and one third (173.33) to obtain an hourly rate of pay. All time taken in a month as leave without pay will be multiplied by the employee's hourly rate to obtain the amount that will be deducted from the employee's monthly salary. The salaries of employees will be paid in accordance with past practices. If the Employer elects to change paydays and payroll systems, then thirty (30) days' notice of the implementation will be provided to affected employees.

ARTICLE 26 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

- 26.1 New employee is defined as a first time employee of the Employer with one or more years separation from this Employer.
- 26.2 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 Commissioner's Office. The 2015 Salary Schedule is attached as Appendix A
- 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 Commissioner's Office.

To be eligible for any pay increases, the employee must be employed by the Benton-Franklin Counties Juvenile Justice Center on the date of last signature on the agreement. Employees who are no longer employed by the Employer in this bargaining unit on that date are not entitled to any of the increases in wages and benefits.

- 26.3 Pay Plan Progression. Progression through the steps of the pay plan is subject to successful performance validated by a written annual performance review (PR). Performance reviews are to be completed no later than thirty (30) days prior to the employee's anniversary pay date. Anniversary pay date is defined as the date when an employee is eligible to move to the next step. An employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:
- A) The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". Implementation of pay steps will be provided on the first day of the month following either successful completion of the probationary period or successful completion of the normal performance review period. Eligibility for each step will be subject to a written performance appraisal establishing successful completion of the probationary or normal step period.

- B) Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the Administrator 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 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 Boards of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step A then the employee shall remain at that step for a minimum of six (6) consecutive months or longer depending on whether the Employer determines that probation should be extended before becoming eligible to move to the next step with said movement being subject to successful completion of the probationary period as confirmed in writing. Regular part-time employees must remain in Step A for minimum of one thousand, forty (1,040) hours or more before said employee may move to the next step subject to the successful completion of their probationary period.

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 six (6) month probationary period as confirmed in writing and six (6) additional months of successful service. Regular part-time employees must remain in Step B or a higher step for a minimum of two thousand, eighty (2,080) hours (one thousand, forty (1,040) hours for their probationary period and one thousand, forty (1,040) hours of additional successful service) 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 addition to successful performance, 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. An employee may be denied advancement for unsatisfactory performance until and unless employee's performance improves to the satisfaction of the employer.

An employee denied advancement or denied continuation in any Step by reason of unsatisfactory performance or failure to maintain satisfactory service, will not be eligible for consideration for advancement for a period of up to twelve (12) consecutive months from the date of denial. In order for the employee to be re-considered for advancement, the employee must demonstrate satisfactory performance for a period sufficient to show sustained performance. Such action is to insure an employee is paid at their level of performance, and is not intended to be disciplinary.

Once an employee has reached Step I, in order for the employee to continue to be eligible for Step I, the employee will be subject to annual written performance appraisals which must reflect satisfactory service in order to continue in Step I. If an employee fails to maintain a satisfactory service rating the employee may be returned to Step H. In order for the employee to return to Step I, the employee must demonstrate

satisfactory performance for a period sufficient to justify the return to Step I. Such action is to insure an employee is paid at their level of performance, and is not intended to be disciplinary.

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 shall be advisory only and shall not be binding on either party except if the arbitration relates to the second denial for the same pay step.

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.

26.4 Promotion - Promotions are subject to the determination of the Juvenile Administrator and Unit/Department Manager and subject to prior approval by the Employer. An employee promoted to a new classification will be placed at 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 higher step that results in a pay increase, provided, however, that the step increase cannot exceed a Step H pay rate. The promoted employee will be assigned a new anniversary date consistent with the date of promotion. In the event the promoted employee's pay increase is less than two percent (2%), the current anniversary date remains unchanged. An employee promoted to an A step is eligible for a step increase in six (6) months if the current anniversary date falls after that six (6) month period.

26.5 Lateral Transfer - Movement from one position to another position within the same pay grade (*i.e.*, grade 4 to grade 4). Any employee so transferred will maintain pay step within grade (*i.e.*, if Step C, employee stays at Step C) unless Step I is involved in which case the employee will be moved to Step H effective on the date of transfer. If an employee is at Step I and transfers causing movement on the salary schedule to Step H, the employee will be eligible for advancement to Step I only if the employee is clearly qualified to perform at that level based on the Juvenile Administrator's evaluation and the employee's demonstrated ability.

26.6 Demotion - The movement of a bargaining unit employee from one position to another position (with reduced duties and responsibilities) at a lower grade (*e.g.*, Grade 5 to Grade 4). A demotion may be voluntary or involuntary. Demoted employees 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. The employee will be given a new anniversary date.

26.7 Out of Class Pay - Employees temporarily transferred to a position paid at a lower pay grade will remain at their current rate of pay. Employees shall be eligible for payment at a higher rate of pay when temporarily assigned to the full responsibilities of a position in a higher pay classification subject to the Employer's determinations of qualifications, performance and extent of job responsibility fulfillment.

All temporary assignments will be made in writing at least twenty-four (24) hours in advance, barring emergency circumstances as determined by the Employer. Prior to acceptance of such an assignment, employees will be provided direction regarding the work load assignments and expectations, and the expected duration of the assignment. The rate of pay for out of class

assignments to a higher classification shall be determined according to Article 26.4 (Promotion).

ARTICLE 27 – NEPOTISM RESTRICTIONS

- 27.1 No more than one (1) member of the family or one (1) close relative shall be eligible for employment at the same time if:
- A) One member of the family or one close relative would be responsible for supervising another family member or close relative, or
 - B) One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative, or
 - C) Circumstances exist which would place a family member or close relative in a situation of actual or reasonable foreseeable conflict between interest of the Employer and interest of the employee in family harmony and/or in their common interests of the family or as close relatives.
- 27.2 Those persons affected by the terms of the foregoing sections shall be permitted to decide which spouse or relative shall get or keep employment, provided, however, if they do not decide within a reasonable time the Employer shall decide, provided further that a sex neutral standard shall be used in making such a decision.
- 27.3 None of the foregoing regulations shall have any effect on persons employed at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.
- 27.4 Definitions:
- A) "Family member" means that husband or wife or that person living as husband or wife and children, whether natural, adoptive or step.
 - B) "Close relative" means the natural, adoptive or step brother, sister, mother, or father, aunt, uncle, niece, nephew, or a relative by marriage (*i.e.*, mother, father, brother, sister, son and/or daughter-in-law).

ARTICLE 28 – NO STRIKE AND NO LOCKOUT

- 28.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Guild nor the employee 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 the same occur, the Guild agrees to take appropriate steps to end such interference. Employees who engage in any of the above-referenced activities shall not be entitled to any pay/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 appropriate disciplinary action as may be determined by the Employer. The determination as to whether disciplinary action shall be taken is one left to the sole discretion of the Employer.

28.2 The Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 29 – SUBORDINATE TO STATUTES

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

It is understood and agreed by the parties that there shall be no ordinance or resolution adopted which shall modify or amend specific provisions of this contract.

ARTICLE 30 – DRUG FREE WORKPLACE

30.1 The parties agree that the safety and security of the Juvenile Justice Center's employees and charges is of utmost importance. To further that goal, those entrusted with the care and custody of the juveniles under the Juvenile Justice Court must be free of the influences of alcohol and drugs. To that end, the Employer has adopted a Drug Free Workplace policy and procedure, which includes mandatory random drug testing.

ARTICLE 31 – SAVINGS CLAUSE

31.1 If an article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby.

ARTICLE 32 – TIMETABLE

32.1 This Agreement shall be effective from January 1, 2015, through December 31, 2016, unless otherwise indicated in this Agreement.

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

- A) Guild's proposals submitted in writing to the Employer by August 1, 2016.
- B) Employer's response submitted by September 1, 2016.
- C) Negotiations are to begin as is mutually convenient for both parties, but no later than October 1, 2016.

D) The parties may agree in writing to extend or shorten this timetable.

ARTICLE 33 – TERM OF AGREEMENT

- 33.1 This Agreement is effective January 1, 2015, except where otherwise indicated, and shall remain in effect until December 31, 2016.
- 33.2 If the parties have not reached agreement pursuant to the provisions of the Article pertaining to timetable, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC shall be advisory only and not binding on either party.
- 33.3 In the event that negotiations for a new Agreement extend beyond the term of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated; provided, however, either party may give thirty (30) calendar days written notice of termination of this Agreement in the event mediation does not result in the mutually satisfactory resolution of all negotiable issues.

IN WITNESS WHEREOF, the parties indicate their agreement to the terms and conditions of this Agreement by their signatures below:

**BENTON-FRANKLIN COUNTIES,
JUVENILE DEPARTMENT**

**BENTON-FRANKLIN JUVENILE
COURT GUILD**

Brett Furusho
Presiding Superior Court Judge
Date: SEPT 8 2015

Heather Reynolds
Heather D. Reynolds, President
Date: 9/8/15

Darvyn Banks
Juvenile Justice Administrator

Jerrold McPherson
Jerrold McPherson, Interim Franklin
County Administrator

Date: 9/8/15

Date: _____

**BOARD OF BENTON COUNTY
COMMISSIONERS**

**BOARD OF FRANKLIN COUNTY
COMMISSIONERS**

[Signature]
Chair

[Signature]
Chair

[Signature]
Member

[Signature]
Member

[Signature]
Member

[Signature]
Member

Constituting the Board of
Benton County Commissioners

Constituting the Board of
Franklin County Commissioners

Attest:
[Signature]
Clerk to the Board

Attest:
[Signature] 2015-340
Clerk to the Board

Date: 9-15-15

Date: 9-9-2015

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

APPENDIX A – EDUCATIONAL ASSISTANCE

The Employer may reimburse a portion of an employee's tuition for pre-approved "off duty" classes and/or course in accordance with the following provision:

- A) The class and/or course is subject to prior written approval by the Juvenile Administrator and will only be approved if funds are available within the limits of the Department's current yearly approved budget.
- B) Any class and/or course shall be directly related and/or contribute to the employee's present position or logical professional progression in the Juvenile classes and/or courses are considered directly related and/or contribute to the employee's position, which decision is final and binding on all parties.
- C) All costs associated with the class and/or course will be prepaid by the employee after written pre-approval is received from the employer. A written receipt for the tuition only shall be presented to the employer within five (5) days of payment to be retained for reimbursement at the end of the successful completion of the class and/or course.
- D) At the successful completion of the approved class and/or course, if the employee has received a passing final grade and/or a passing final grade and/or score (equivalent to a "B" or higher) and can present such documentation to the employer, the Employer will reimburse the employee as follows: classes and /or courses designated as directly related will be reimbursed at eighty percent (80%) of the tuition paid; and classes and/or courses designated as only contributory will be reimbursed at forty percent (40%) of the tuition paid
- E) Reimbursement shall apply to tuition based upon in-state resident rates. Any difference between resident and non-resident tuition rates shall be the responsibility for the employee.
- F) Employees leaving the Benton-Franklin Juvenile Justice Center employment are obligated to refund in full any funds received under this policy within the preceding twelve (12) months. The Employer reserves the right to deduct such reimbursement from the employee's final paycheck.

APPENDIX B

2015 SALARY SCHEDULE (starting 07/01/2015)

**2015 - 2016
Agreement by and between
Boards of Benton and Franklin County Commissioners
and
Benton-Franklin
Juvenile Court Guild**

COVERING JUVENILE CLERICAL GUILD

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
15	4101	4183	4329	4480	4637	4799	4967	5141	5321
14	3906	3984	4123	4267	4416	4571	4731	4897	5068
13	3720	3794	3927	4064	4206	4353	4505	4663	4826
12	3543	3614	3740	3871	4006	4146	4291	4441	4596
11	3374	3441	3561	3686	3815	3949	4087	4230	4378
10	3212	3276	3391	3510	3633	3760	3892	4028	4169
9	3060	3121	3230	3343	3460	3581	3706	3836	3970
8	2914	2972	3076	3184	3295	3410	3529	3653	3781
7	2775	2830	2929	3032	3138	3248	3362	3480	3602
6	2643	2696	2790	2888	2989	3094	3202	3314	3430
5	2518	2568	2658	2751	2847	2947	3050	3157	3267
4	2396	2444	2530	2619	2711	2806	2904	3006	3111
3	2283	2329	2411	2495	2582	2672	2766	2863	2963
2	2175	2218	2296	2376	2459	2545	2634	2726	2821
1	2071	2112	2186	2263	2342	2424	2509	2597	2688

cc: Juvenile, Payroll, Personnel, Guild, BCPA, BC/FC Administration

Commissioners' Office - 07/15