

JOINT RESOLUTION

2016 234

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 112

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

IN THE MATTER OF THE 2015-2016 AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES, AND TEAMSTERS LOCAL NO. 839, REPRESENTING THE JUVENILE DETENTION UNIT.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Local No. 839 for the 2015-2016 Agreement; and

WHEREAS, the Benton County and Franklin County Boards of Commissioners have previously discussed and approved the significant terms of the Agreement, 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 22 day of March, 2016.

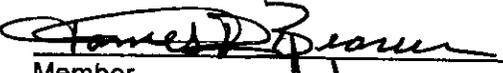
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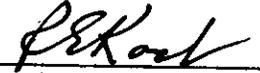
BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

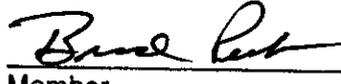
  
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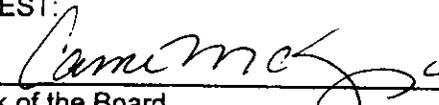
  
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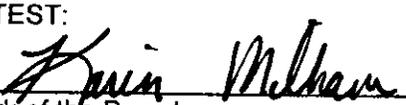
  
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Member

  
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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**

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

**Representing JUVENILE DETENTION UNIT**

Original: Benton County Commissioners  
Franklin County Commissioners  
Local 839  
Juvenile Justice Administration

c: Benton County Prosecuting Attorney Office  
Franklin County Prosecuting Attorney Office  
Benton County Personnel Resources Department  
Benton County Auditor's Office

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## PREAMBLE

**THIS AGREEMENT** is entered into by and between THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE DEPARTMENT, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of grievances, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for certain Benton-Franklin Counties Juvenile Detention Department employees as certified by the Public Employment Relations Commission Case No. 5544-E-84-1000. The Employer and the Union agree that the bargaining unit shall be defined as follows:

INCLUDED: Regular full-time Detention Security Workers and Cooks in the Benton - Franklin Counties Juvenile Justice Center Detention Unit.

EXCLUDED: Administrator, Assistant Administrator, Supervisors and all other employees of the Benton-Franklin Counties Juvenile Justice Center Detention Unit.

- 1.2 Definitions:

Regular Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per week and more than ninety (90) hours per month. Employees in this category will receive *pro-rata* benefits (sick leave, annual leave, and holiday pay), based on the hours worked. Part-time employees are ineligible for insurance benefits. Employees who work less than the above criteria are temporary employees.

Temporary Employee: An employee hired for a period of time that is outside the time frames defined in the regular part-time employee definition above. Temporary employees are not entitled to any of the benefits provided under this contract except for the applicable hourly rate.

Probationary Employee: An employee will be on probation during the first twelve (12) months of regular full-time employment and will remain in this probationary status beyond the twelve (12) month period until successful completion of the Juvenile Security Officer Academy. The probationary employee may be terminated without cause and without recourse during the probationary period. If the employee is on unpaid leave during the probationary period, the anniversary date and probationary period will be adjusted for the leave period.

## **ARTICLE 2 – UNION SECURITY**

- 2.1 All employees in the bargaining unit except as described in Article 2.6 below must, as a condition of employment, either be a member of the Union and pay Union dues or pay an agency fee to such Union, but not both, as set forth below.
- 2.2 All employees within the bargaining unit who are not members of the Union must, as a condition of employment while on the active payroll, pay to the Union an agency fee equal in amount to the monthly membership dues of the Union beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit after the effective date of this Agreement.
- 2.3 Employees who are members of the Union on the effective date of this Agreement, shall continue to pay membership dues to the Union as a condition of employment while in the bargaining unit and on the active payroll and while remaining a Union member. Employees who after the effective date of this Agreement become members of the Union shall pay membership dues, including initiation fee, if any, to the Union as a condition of employment while in the bargaining unit and on the active payroll and while remaining a Union member.
- 2.4 No employee shall be required to pay, as a condition of employment while in the bargaining unit, any Union membership dues or agency fee covering any period which the employee was not in the bargaining unit or was not on the Employer's active payroll.
- 2.5 Any employee required to pay an agency fee, membership dues, or initiation fee as a condition of employment, who fails to tender the agency fee, initiation fee, or periodic dues uniformly required shall be notified in writing by the Union of his delinquency.
- 2.6 Those bargaining unit employees who assert that the payment of the agency fee is in conflict with the honest dictates of their religion, shall advise the Union in writing with a copy to the Employer of their desire to be exempt from such payments. Such letter shall set forth the reasons for the claim for exemption, the question will be resolved in accordance with provisions of Article 5 (Grievance Procedure).

## **ARTICLE 3 – MANAGER'S RIGHTS**

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addendums to this Agreement and/or Memorandums of Agreement, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:
  1. The right to establish lawful work rules and procedures.

2. 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.
3. The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.
4. The right to discipline, suspend or discharge an employee for just and sufficient cause as indicated in Article 6 (Disciplinary Procedures).
5. 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.
6. The parties understand that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer.
7. 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.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Benton County Commissioners, the Board of Franklin County Commissioners and the elected officials and/or department directors and the rights and obligations owed thereby to the electorate.

- 3.2 Past Practices: The Employer reserves the right to change past practices based on applicable statutes, superior court rules, regulations and cases, administrative agency rules and regulations and/or revenue sources/contract requirement.

#### **ARTICLE 4 – EMPLOYEE RIGHTS**

- 4.1 An employee shall have the right upon request to inspect his/her personnel file in the presence of the Juvenile Justice Administrator or his/her designee at a reasonable time during the work day and said request shall be granted not later than two (2) working days after the request. Copies of personnel action documents will be supplied to the affected employee. Material referring to an employee's competence shall be placed in the employee's personnel file and the employee will be provided an opportunity to sign the material and attach a written response. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file.
- 4.2 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.

- 4.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition.

If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.

- 4.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.
- 4.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by circulating memorandum.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

- 5.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and adopt this procedure in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.
- 5.2 A grievance is defined as a question involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer, the Union and the employee. When filed, all grievances shall outline the facts and articles of the contract allegedly violated.
- 5.3 Through the procedures set forth in this Article, a grievance may be presented by the Union on behalf of an employee, or the employee accompanied by a representative if desired. A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.
- 5.4 Grievances may be heard at any time where practical and feasible.
- 5.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Juvenile Justice Administrator or his/her designee and the Union representative may extend the time limits by mutual agreement in writing.
- 5.6 No grievance shall be valid unless it is submitted at Step 1 within ten (10) working days after the occurrence of the grievance, except as specified in Section 5.3 of this Article. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.

5.7 The grievance procedure shall be as follows:

STEP 1:

A grievance shall be presented in written form to the Detention Shift Manager within ten (10) working days from its occurrence. The Detention Shift Manager shall respond in writing within ten (10) working days after receiving said grievance.

STEP 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1, above, the grievance, in written form, shall be presented to the Detention Manager. Thereafter, the Detention Manager shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance.

STEP 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2, the written grievance shall be presented to the Juvenile Justice Administrator. The parties shall arrange a meeting between the aggrieved employee (unless the Employer agrees to waive the employee's presence), employee representative and management representatives within ten (10) working days for resolution of the issue. The Juvenile Justice Administrator shall issue findings in writing within ten (10) working days of the meeting referenced hereinabove.

STEP 4:

- A. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the aggrieved employee or the Employer shall refer the dispute to final and binding arbitration.
- B. Notice - Time Limitation: The employee or the Employer shall notify the other in writing by certified mail of submission of arbitration within ten (10) working days after receipt of the Step 3 response.
- C. Arbitrator Selection: After timely notice, the parties will pick an arbitrator in the following manner:
  1. The Employer and the Union shall attempt to select the neutral arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon a neutral arbitrator, the neutral arbitrator will be selected through the procedure as provided for in Step 2, below.

2. In the event either party does not agree on a neutral arbitrator, then and in that event, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on a neutral arbitrator from the list of eleven (11) names, then the parties shall meet and flip a coin.

The losing party shall then exercise the first strike of one (1) name from the list and communicate that party's choice to the other party.

The winning party will then strike one (1) name from the list and so on, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name shall be neutral arbitrator, and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.

- D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the neutral arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

E. Limitations, Scope and Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of the personnel rules and regulations or the contract.
2. The power of the arbitrator shall be limited to interpretation of or application of the terms of the personnel rules and regulations and the contract, or to determine whether there has been a violation of the terms of these rules and regulations or the contract by either the Employer or the employee.
3. The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated, and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards shall not be made beyond the date of the occurrence beyond which the grievance is based, that date being five (5) working days or less prior to the initial filing of the grievance.
2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full, except in the event Section 5.7 (F.)4. below is activated.
3. The arbitrator shall not have authority to award punitive damages.
4. The award of the arbitrator is final and binding on all parties; provided, however, a party may appeal the decision within thirty (30) calendar days to Superior Court for a review of the record and not a *de novo* proceeding. The standard of review is that of arbitrary and capricious or clearly erroneous.
5. Each party hereto shall pay their own representatives, witnesses, and other costs associated with the presentation of their case, and the expenses of their respective representatives, including without limitation, attorney fees, as well as one-half (1/2) the expense of the neutral arbitrator.
6. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

**ARTICLE 6 – DISCIPLINARY PROCEDURES**

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

- a) Neglect of duty;
- b) Inefficiency;

- c) Insubordination;
- d) Incompetence;
- e) Insolence;
- f) Conviction of a crime (felony);
- g) Malfeasance or misfeasance;
- h) Gross misconduct;
- i) Violation of Employer ordinances, directives, administrative/management rules and regulations inclusive of personnel policies where applicable;
- j) Conflict of interest between off-duty activities and official duties;
- k) Tardiness and/or absenteeism;
- l) Discrimination or harassment, as defined in Article 25 (Non-Discrimination) of this Agreement;
- m) Violation of the Drug & Alcohol Policy and Procedures - Fit for Work Program;
- n) Suspension and/or revocation of licenses, certifications and any other credentials necessary to carry out the work/job;
- o) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

6.2 Degree of Disciplinary Action. The degree of disciplinary action administered by the Juvenile Justice Administrator, Detention Manager, Detention Shift Manager, or Supervisor depends on the severity of the infraction. It is the responsibility of the Employer taking the action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. The following provides a guideline for progressive disciplinary action:

- A. Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor will immediately discuss the offense and warn the employee not to repeat the behavior, and will document the occurrence by making a note to the employee's official personnel file, concerning the infraction. Repeated violations of verbal reprimands will result in a formal written reprimand.
- B. Written Reprimand. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in the employee's official personnel file in accordance with Article 6.4.
- C. Disciplinary Probation. Disciplinary probation may be used as a further step for multiples of written reprimands. The Detention Manager, Detention Shift Manager, Supervisor or Juvenile Justice Administrator shall notify the employee that he/she is on disciplinary probation for a specified length of time. This disciplinary probation is in lieu of suspension without pay or discharge, however, an employee

on disciplinary probation is on notice that further disciplinary actions against him/her could result in immediate termination of employment. Disciplinary probation does not constitute a break in service but the period of time on this status will not be credited toward monthly accrual for the purpose of step increases on employee's evaluation date.

- D. Suspension With Pay. At the discretion of the Juvenile Justice Administrator, an employee of the Employer may be suspended, with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense, and may include the Employer's recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions should not normally exceed thirty (30) working days.

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

- E. Discharge. When a discharge is involved, the Juvenile Justice Administrator shall proceed with a pre-discharge conference or meeting whereby the affected employee is provided with written notice of the charges against him/her, an explanation of the Juvenile Justice Administrator's evidence and an opportunity to present his side of the story. The purpose of this pre-discharge hearing is for the Juvenile Justice Administrator to have the benefit of the employee's perspective regarding the charges before the Juvenile Justice Administrator takes disciplinary action. Immediate removal of an employee from the work site may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed appropriate by the Juvenile Justice Administrator. An employee may also be discharged after repeated offenses

of a less serious nature if the offenses have been documented by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

- 6.3 Any disciplinary action of a regular employee taken by the Employer may be appealed by the employee utilizing the grievance procedure provided in this Agreement.
- 6.4 All disciplinary action, including verbal reprimands, will be documented in written form, signed by the supervisor and employee and placed in personnel file. Such disciplinary action notices will be removed from an employee's personnel file one year after the last date that disciplinary action was imposed for whatever reason. Employee's signature denotes acknowledgment and receipt of the reprimand. If employee refuses to sign this document, this will be noted and signed by a management witness and included in personnel file.
- 6.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specified charges shall be given to the employee in writing at the Employer's office not later than one (1) working day after the action became effective. The Union shall also be notified of these charges.
- 6.6 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated without just cause by the Employer at any time during the probationary period. Probationary employees have no recourse.

## **ARTICLE 7 – ANNUAL LEAVE**

- 7.1 Annual leave with pay is earned at the following monthly rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Annual Leave Hours Per Month or Major Portion Thereof</u>
Less than one (1) year	10 Hours
One (1) through less than five (5) years	12 Hours
Five (5) through less than ten (10) years	14 Hours
Ten (10) through less than fifteen (15) years	16 Hours
Fifteen (15) through less than twenty (20) years	18 Hours

Twenty (20) years or more

20 Hours

- 7.2 Years of service shall be the years of continuous full-time service with Benton County calculated from the first (1<sup>st</sup>) day of employment.
- 7.3 Annual leave credit may be accumulated during the first six (6) months of service (for part-time employees, one thousand, forty (1,040) hours) with Benton County; however, said annual leave credit may not be used. During the seventh (7<sup>th</sup>) month (or after one thousand, forty (1,040 hours)), 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 (or one thousand, forty (1,040) hours) 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.

- 7.4 Annual leave requests of twenty-four (24) or more consecutively scheduled work hours for employees working twelve (12) hour shifts) or sixteen (16) or more consecutively scheduled work hours (for employees working eight (8) hour shifts), shall be selected by seniority no later than March 1<sup>st</sup> of each year. Annual leave requests for twenty-four (24) (or sixteen (16)) or more consecutively scheduled work hours that are not made prior to March 1<sup>st</sup>, changes in approved vacations, and requests for vacations of less than twenty (24) (or sixteen (16)) consecutively scheduled work hours shall be subject to the approval of the Shift Supervisor. Approval or denial of vacation schedules shall be made within ten (10) working days after submission by employees, or the Shift Supervisor may inform the employee within the ten (10) working-day period that the vacation request will be held beyond that time, so that the Shift Supervisor can confirm whether there will be sufficient coverage to approve the request.
- 7.5 For employees hired prior to June 1, 1995, unused vacation time may be accumulated to a maximum of two hundred and forty (240) hours. This means that no more than two hundred and forty (240) hours may be accumulated at any one time. When an employee accumulates two hundred and forty (240) hours of vacation, he or she will lose any additional days as they are earned until some of the accumulated vacation time is used, thus bringing the total to less than the two hundred and forty (240) hour limit. At no time shall any employee accrue more than two hundred, forty (240) hours of annual leave.
- Any employee who is hired after June 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of annual leave at any time.
- 7.6 Only regular full-time and regular part-time employees who have successfully completed six (6) months of service (for part-time employees, one thousand, forty (1,040) hours) shall upon separation from employment with Benton County for any reason be compensated for

accumulated annual leave. In case of death all accumulated leave is paid to the estate of the employee.

- 7.7 Vacation pay shall be computed at the employee's straight-time hourly rate.
- 7.8 Annual leave authorization forms must be filled out by the employee in advance of the annual leave and approved by signature by the immediate supervisor, Detention Shift Manager, Detention Manager, or Administrator.
- 7.9 An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave if the employee has used a minimum of eighty (80) hours of annual leave since December 1<sup>st</sup> of the previous calendar year, through November of the current calendar year. This cash-out will be paid in December, with the November payroll. Vacation donated under leave sharing will be included in the eighty (80) hours used to qualify for a cash out.

### **ARTICLE 8 – SICK LEAVE**

- 8.1 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 absences for the reasons outlined in Section 8.5 below and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of this Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave, including consultation with the appropriate Local Union Representative or designee in regard to a specific problem.

- 8.2 Sick leave with pay shall accrue at the rate of eight (8) hours of leave for each month of continuous full-time employment. Eligibility for sick leave use shall commence at the completion of a major portion of a month of continuous service.
- 8.3 All employees may accrue up to a maximum of one thousand, forty (1,040) working hours of sick leave; provided, however, employees hired after June 1, 1995, may only be compensated upon separation from Benton County based on a maximum of eight hundred (800) hours subject to the provisions of Section 8.4 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.
- 8.4 Employer will pay employees fifty percent (50%) of unused sick leave at voluntary termination or retirement from Benton County. The employee will receive fifty percent (50%) of his/her sick leave at the rate of pay established when employment is discontinued.

In the case of voluntary termination, a two (2) week notice must be provided to the Employer to receive unused sick leave payment.

- 8.5 Any employee eligible for sick leave with pay shall be granted leave for the following reasons:
- a) Personal illness or physical incapacity, including pregnancy, which renders the employee unable to perform the duties of his or her position;
  - b) By reason of exposure to contagious disease during such period of his/her attendance on duty would jeopardize the health of fellow workers or the public;
  - c) To care for a child of the employee (defined in Section 8.9 below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 8.9 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 or critical illness where death appears imminent of a member of the employee's "immediate family" (defined below). Leave attributable to this cause shall not exceed five (5) working days per occurrence. For purposes of this paragraph only, "immediate family" as defined in Section 8.9 shall include all children of an employee or the employee's spouse regardless of the child's age; or
  - e) For appointments of the employee or 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, optical treatment; treatment as prescribed by a doctor, dentist, or eye doctor; laboratory or other work ordered by a doctor, dentist or eye doctor; or
  - f) Death of a friend or relative not covered by Section 8.5(d), above – one (1) day maximum per death.
  - g) An employee may request use of sick leave for situations not enumerated in this Agreement by submitting the request in writing to the Juvenile Justice Administrator. The Administrator retains the sole discretion to approve or disapprove such a request.
- 8.6 Sickness shall be reported at the beginning of any period of sick leave to the employee's immediate supervisor or to the lead person on shift when the supervisor is not on duty.
- 8.7 Upon returning to work the employee shall submit a leave request to his/her supervisor documenting the sick leave. The Employer may request a doctor's certification for more than three (3) consecutive working days of absence. The Employer's request for a doctor's certification shall be made within twenty-four (24) hours of an employees return to work. If the Employer believes there is cause such as abuse of sick leave, the Employer has the

right to request a doctor's certification for less than three (3) consecutive days off, and such request should be made during or at the beginning of such absence.

8.8 A minimum of fifteen (15) minutes will be charged for any sick leave taken.

8.9 "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 disability;

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

- (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;

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

- (4) Parent-in-Law: Parent of the spouse of the employee;
- (5) Grandparent: A parent of a parent of the employee; and
- (6) Brother or Sister: A biological or adopted brother or sister of the employee.
- (7) Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

8.10 Family and Medical Leave. The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution No. 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Leave, Washington Family Leave Act leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Spouse Leave, in accordance with State law.

8.11 Regular full-time employees are eligible to convert accrued sick leave hours in excess of six hundred (600) to annual leave, on June 30<sup>th</sup> or December 31<sup>st</sup> of each year, on a two (2) for one (1) basis, if the following conditions apply: (1) the employee, by June 30<sup>th</sup> or December 31<sup>st</sup>, has more than six hundred (600) hours of accrued sick leave; (2) the employee, during the previous six (6) month period (January 1<sup>st</sup> – June 30<sup>th</sup> or July 1<sup>st</sup> –

December 31<sup>st</sup>), has had no more than twelve (12) hours of unscheduled sick leave; and (3) the employee has been continuously employed during the entire six(6) month period. Converting sick leave to annual leave is limited to a maximum of fifty (50) hours per six (6) month period and shall not result in an employee's annual leave bank to exceed limits set forth in Article 7 (Annual Leave).

Examples:

- (1) An eligible employee with six hundred and fifty (650) hours of sick leave on June 30<sup>th</sup> may elect to have fifty (50) hours of sick leave deducted from his/her sick leave bank and converted into twenty-five (25) hours of annual leave, to be added to his/her annual leave bank, provided that the twenty-five (25) hours of annual leave will not result in the employee exceeding the applicable annual leave accrual cap in Article 7 (Annual Leave).
- (2) An eligible employee with seven hundred (700) hours of sick leave on December 31<sup>st</sup> may elect to have fifty (50) hours of sick leave deducted from his/her sick leave bank and converted into twenty-five (25) hours of annual leave, to be added to his/her annual leave bank, provided that the twenty-five (25) hours of annual leave will not result in the employee exceeding the applicable annual leave accrual cap in Article 7 (Annual Leave).

Converting sick leave to annual leave is at the employee's option.

## **ARTICLE 9 – HOLIDAYS**

9.1 Legal holidays to be observed by the employees are:

New Years Day	January 1 <sup>st</sup>
Martin Luther King's Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
One (1) Floating Holiday	Employee's Choice

9.2 The holiday is based on an eight (8) hour day. Employees not scheduled to work a holiday will be paid eight (8) hours holiday pay.

- 9.3 An employee will not receive holiday pay if the employee is absent on his/her last scheduled work day (or any portion thereof) prior to or the first scheduled work day (or any portion thereof) 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.

Any employee who is on paid vacation or using paid sick leave for a pre-authorized medical leave when a holiday occurs will receive eight (8) hours holiday pay for that day.

- 9.4 Employees who work on the shift that starts on the actual holiday will receive (a) time and one-half pay for each hour worked on that shift; and (b) eight (8) hours of holiday pay. Employees will not receive any other pay or salary for the holiday. There is no pyramiding or stacking of overtime and/or time and one half (1.5x) holiday pay.
- 9.5 A floating holiday is considered earned by an employee after six (6) months of employment and may be taken any time thereafter with authorization of the employee's supervisor. The floating holiday may be taken only in full.

#### **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

- 10.1 The normal work day shall consist of up to eight (8), ten (10), or twelve (12) consecutive hours. The normal work day and normal work shift hours shall be as determined by the Employer from time to time.
- 10.2 The normal work week shall be comprised of up to four (4), five (5), or the twelve (12) hour shift equivalent number of work days within the seven (7) day work period, or within the fourteen (14) day work period if a twelve (12) hour shift configuration is implemented by the Employer. The Employer has the right to determine and change the work week(s) and/or work period 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) days notice to the affected employees, except if there is an emergency.
- 10.3 The normal work month shall comprise whatever total of normal work days results from a regular scheduling of up to four (4), five (5), or the twelve (12) hour configuration equivalent number of days per calendar week except in the event of an emergency as determined by the Employer.
- 10.4 Shift hours will be established by the Employer. Employees going off shift may be required to remain on duty to inform replacements of operational conditions and status. Employees will be allowed one-half (1/2) hour for lunch but shall not leave the facility unless prior approval is given by the Employer. The employees will receive three (3) ten (10) minute rest breaks (intermittent and unscheduled), to be taken in addition to the thirty (30) minute,

scheduled meal period, per twelve (12) hours shift. The parties hereto stipulate the CBA text pertaining to meal and rest periods is lawful, and that Article 27 – “Subordinate to Statutes and other laws” does not operate to invalidate Article 10. The parties’ desire to obtain a mutually agreeable resolution which brings closure to matters involving meal periods and rest breaks.

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

10.6 Hours of Work: The Employer may elect to implement an alternate work period consisting of either seven (7) or fourteen (14) days.

If the Employer implements eight (8) or ten (10)-hour shifts, employees will work a regularly recurring work period consisting of seven (7) consecutive days. Hours actually worked in excess of forty (40) hours in the seven (7) day work period will be compensated at the rate of time and one-half (1½).

If the Employer implements twelve (12) hour shifts, employees will work a regularly recurring work period consisting of fourteen (14) consecutive days. Employees will be scheduled to work eighty (80) hours in a fourteen (14) day work period including six (6) days of twelve (12) hour shifts and one (1) day of an eight (8) hour shift as scheduled by the Shift Supervisor. The Supervisor schedules the eight (8) hour day. Before the start of a new pay period, however, Supervisors will meet with their crews to consider employee requests for the eight (8) hour day, based on seniority per Article 16.1. Once the eight (8) hour day is scheduled by the employee’s Supervisor, it can be changed by mutual agreement of the employee and Supervisor or as otherwise provided in Section 10.5. Hours worked in excess of eighty (80) hours in the fourteen (14) day work period will be compensated at the rate of time and one-half (1½x).

If, as a direct result of a change in shift assignment by the Employer, an employee’s regular work schedule results in less than eighty (80) hours of work for the fourteen (14) day period immediately following the change to a new shift assignment, the employee will be compensated for eighty (80) hours at straight-time, including any used leave, for that fourteen (14) day period.

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.

10.7 Compensatory Time: In lieu of overtime pay, employees may request compensatory time off at the overtime rate; provided, however, the Employer shall determine when such compensatory time may be taken off. Employees may accumulate a maximum of (40) hours of compensatory time.

Employees will be encouraged to take compensatory time off within the pay period. Employees who earn in excess of forty (40) hours of compensatory time and are unable to take the compensatory time off within the pay period will be cashed out for any compensatory time over forty (40) hours at the end of the pay period.

- 10.8 Daylight Savings: For employees who actually work during the daylight saving 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.
- 10.9 Shift Scheduling: Shift schedules shall be bid by seniority and gender requirements. All employees who desire to be scheduled to a power shift will have a bid on file. Said bids will remain on file until the employee voids the bid. Every six (6) months (in late June and late December), the bids will be reviewed and power shift schedules adjusted based on the seniority, gender, skills, and abilities of those employees with a power shift bid on file, as determined by management. Should a vacancy occur in a power shift between normal shift adjustments, the senior employee with a power shift bid on file who meets the gender, skills, and abilities requirements, as determined by management, will be scheduled into the power shift until the next regular shift adjustment. The Detention Manager or Shift Manager will provide notification to all employees of the employee(s) scheduled power shift(s). This paragraph does not apply to Work Crew assignments.
- If the Employer lays off employees in accordance with the lay off procedure contained herein, then the Union agrees to meet and negotiate the subject of shift schedules. Said negotiations would be inclusive of the topic of implementation of rotating shifts.
- 10.10 Shift Trades: Trades in shift schedules will be allowed subject to prior approval by the Detention Manager. As part of the approval process, the Detention Manager will take into consideration an assessment as to whether or not both employees are equally qualified to perform the work on a particular shift.
- 10.11 Temporary Assignments: 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.
- 10.12 All compensated time shall count towards the overtime threshold.
- 10.13 Extra Shifts: It is the Employer's desire to cover staff vacancies with regular employees whenever possible, while also minimizing the contacts to employees to determine their availability to cover vacant shifts. The parties agree to make a good faith effort to develop a system whereby individual employees would indicate their willingness to work in accordance with their seniority by signing up. The system developed will be reviewed periodically to identify problem areas and make changes as needed.

- 10.14 Flex Time: The work schedule may be altered to a flex-schedule by mutual agreement.
- 10.15 Cancellation Pay: Employees who are required to attend mandatory meetings or training sessions outside of their scheduled shifts, will be paid for the lesser of two (2) hours or the length of the scheduled event, if the meeting or training session is canceled without a minimum of twenty-four (24) hours advance notice. Cancellation pay will not count towards the accumulation of hours for purposes of calculating the overtime threshold.

### **ARTICLE 11 – WORKER'S COMPENSATION**

- 11.1 All employees of the Department will be covered by State Worker's Compensation or some other program with equal benefits.
- 11.2 An employee who suffers a compensable on-the-job injury resulting in his/her absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, his/her accumulated sick leave and/or annual leave will apply toward the base wage difference between the time loss payment and his/her normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, he/she will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation for the majority of a month, the employee will not accrue vacation or sick leave. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer 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 12 – 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 Justice Administrator. The 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 (1<sup>st</sup>) used all vacation leave accruals. 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.

### **ARTICLE 13 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE**

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay, in addition, may be grounds for disciplinary action. Unless authorized, absence from duty for three (3) consecutive days constitutes separation from service. The leave authorization form shall be used in applying for any leave and notification of return to duty.

### **ARTICLE 14 – CIVIL LEAVE**

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.

### **ARTICLE 15 – MILITARY LEAVE**

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

Federal laws.

### **ARTICLE 16 – SENIORITY**

- 16.1 The seniority date of each employee shall be the first day of full time employment within the classification. To establish seniority between two employees who were hired as Detention Officers on the same date, for the purposes of annual leave scheduling under Section 7.4 and power shift bidding under Section 10.7, seniority is based on the first date that each of the two (2) employees was employed in any capacity by Benton-Franklin Counties Juvenile Justice Center (BFJJC). If neither employee hired as a Detention Officer had previous employment with BFJJC, seniority will be determined by the date stamp of receipt of his/her application by BFJJC. If there is no date stamp on one or both applications or if the date stamp otherwise does not resolve the tie, the tie will be resolved by coin toss.
- 16.2 All employees shall serve a twelve (12) month probationary period within which said probationary period employee may be terminated without cause and without recourse. The probationary period may be extended as provided in Section 1.2.
- 16.3 Loss of seniority shall occur for the following reasons: discharge for just cause, layoff for over twelve (12) months, transfer out of bargaining unit, voluntary resignation.

### **ARTICLE 17 – LAYOFF AND RECALL**

- 17.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.
- 17.2 The Employer shall give at least two (2) weeks notice to employees designated for layoff.
- 17.3 After the Employer determines that a layoff is necessary, the Employer shall determine the number and gender of employees within the affected classification(s) to be laid off. The Union's Area Representative will be notified of the number and gender of employee(s) within the affected classification designated for reduction as soon as possible. The Employer will give equal consideration to the employee(s) seniority, qualifications, ability and competence exclusive of gender. In the event the foregoing factors are equal then the principle of seniority shall govern layoffs and recall.
- 17.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new employees within the affected classification shall be hired by the Employer until the Employer determines that available, qualified, competent and able employees placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within (5) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within twenty (20) days of

acceptance of said offer or forfeit all call-back rights under this article.

- 17.5 Employees recalled from lay-off shall not lose previously accumulated time in service, provided all other provisions of this article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her probationary period.

#### **ARTICLE 18 – NO STRIKE - NO LOCKOUT**

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

#### **ARTICLE 19 – POLITICAL ACTIVITY**

Employer employees shall not participate in partisan political activity on Employer time or premises or while representing the Employer in any way, nor shall they be the instrument of allowing others to use Employer time, facilities, or influence in partisan political activities. Nonpartisan activities involving Employer time, facilities, or influence may be allowable for Employer employees if performed with the written authorization of the Administrator of Juvenile Court Services.

#### **ARTICLE 20 – PENSIONS AND RETIREMENT**

Employees shall participate in the State Employee's Retirement plan as set forth in chapter 41.40 RCW.

#### **ARTICLE 21 – GENERAL POLICIES AND UNDERSTANDINGS**

- 21.1 When any situation arises involving compensation based upon hourly rates, these rates shall be obtained by dividing the applicable monthly rate by one hundred, seventy-three and one third (173-1/3).
- 21.2 The salaries and wages of employees shall be paid in accordance with Benton County's pay procedures. The Employer has the right to implement a payroll system as it determines provided it gives employees thirty (30) calendar days written notice prior to

implementation of a payroll procedure.

- 21.3 Meals furnished for Detention staff will be provided at regular meal times by the food services provider. The Employer will arrange for a meal to be provided to employees who work during a shift where no food service is provided by the kitchen staff. Employees are being offered the above-referenced meals at the Employer's convenience.
- 21.4 Rest Periods: Employees shall be provided rest breaks approximately half (1/2) way through each half (1/2) shift as determined by the Employer from time to time.
- 21.5 Job vacancies and new positions within the agency will be posted on the Benton County web page and the Juvenile Justice bulletin board.
- 21.6 Union representatives/job stewards:
  - (a) The Union will appoint two (2) job stewards, one (1) from each end of the work week. Upon appointment, the Union shall identify the job stewards in writing to the Employer or its representative. Participation by a job steward in a grievance procedure, when the grievance does not immediately involve that job steward, may occur by mutual agreement of the Juvenile Justice Administrator and the Union Representative.
  - (b) A job steward is allowed reasonable access to the employment environment so long as such access does not interfere with the standard operating procedures and the efficiency of operations.
  - (c) The job steward will be permitted reasonable time to investigate matters relating to a grievance and/or disciplinary action so long as such time does not interfere with the operations and/or efficiency of services.
  - (d) Job stewards will not unduly disrupt the Employer services and/or efficiency.
- 21.7 The Employer agrees to contribute One Hundred Dollars (\$100.00) per year per employee towards the purchase of shirt(s) identifying the employee as "staff." Other appearance standards will be referred to the Labor-Management Committee established in Article 26 (Labor Management Committee).

The Employer contribution towards the purchase of shirts referenced above shall be administered by the Employer and shall not be provided as cash compensation to the employee.

## **ARTICLE 22 – WAGES**

- 22.1 The pay plan for bargaining unit employees is set forth in Appendix A which is attached hereto and incorporated herein by reference.

22.2 Pay Plan Progression. Progression through the steps of the pay plan is subject to successful performance validated in an annual performance review. Performance reviews shall be completed no later than thirty (30) days prior to each employee's anniversary date. 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.

B. Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the elected official or Juvenile Justice 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 Benton and Franklin County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step A, the employee shall remain at that step for a minimum of six (6) consecutive months or longer depending on whether the Employer determines that the employee is progressing satisfactorily before becoming eligible to move to the next step. Regular part time employees must remain in Step A for minimum of one thousand and forty (1,040) hours or longer depending on whether the Employer determines that the employee is progressing satisfactorily before said employee may move to the next step. In any event, probation is twelve (12) months, and movement from step A to Step B prior to the end of probation does not mean the employee has successfully completed probation.

If an employee begins at Step B (or higher), the employee shall remain in that step for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step, subject to successful completion of their twelve (12) month probationary period as confirmed in writing. Regular part time employees must remain in step for a minimum of two thousand and eighty (2,080) hours or more before said employee is eligible to move to the next step subject to successful completion of their probationary period as confirmed in writing.

C. Subsequent Pay Steps: In addition to successful job performance, 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, before becoming eligible to move to the next step. An employee may be denied advancement for unsatisfactory performance until and unless the employee's performance improves to the

satisfaction of the Employer.

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

Once at Step I, in order for an employee to continue to be eligible for Step I, the employee will be subject to annual written performance appraisals prior to his/her anniversary date which must reflect satisfactory service in order to continue in Step I. If an employee fails to maintain satisfactory service 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 demonstrate to the Employer that the performance will be maintained. 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.

- D. The above provisions relate only to the horizontal progression through the pay plan. (*i.e.*, movement from Step A to Step B to Step C, etc.) and does not imply or mean vertical progression through the pay plan from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.
- E. Promotion: Promotions are subject to the determination of the Juvenile Justice Administrator or Detention Manager and subject to prior approval of 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 provides a pay increase, provided, however, that the step increase cannot exceed the pay rate at Step H of the higher grade. 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-month period. The probationary period, however, is at least twelve (12) months, and movement to the next step does not affect the probationary period.

### 22.3 Salary Schedule:

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.

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. The 2016 Salary Schedule is attached as Appendix A

To be eligible for any pay or benefits increases, the employee must be employed by the Employer on the date of ratification of the agreement by both the Benton and Franklin County Boards of Commissioners. 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.

22.4 The formula, calculations and the method for applying the percentage increase to the applicable salary schedule shall be determined and established by the Benton County Commissioners Office.

22.5 Acting Supervisor: Whenever there is no Detention Supervisor, Assistant Manager, Manager, or Unit Supervisor or other upper management responsible for detention direction on the premises, a Detention Officer shall be paid an additional Three Dollars (\$3.00) per hour when assigned to act as the supervisor.

### **ARTICLE 23 – MEDICAL BENEFITS**

23.1 Benton County 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 (1) of each type plan, and Benton County will contribute the amount stated in Section 23.2 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 Benton County's designated life insurance plan. The Juvenile Justice Detention unit has elected to receive Twelve Thousand Dollars (\$12,000) face value life insurance coverage.

The Employer contributions indicated in Section 23.2 will be applied first (1<sup>st</sup>) towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward dependent coverage. 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.

23.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) with Time Loss and Group Health Options as the plans for medical and

hospital coverage available to Juvenile Detention employees covered by this Agreement.

- A. Effective with the first payroll cycle following the date of the last signature affixed to the CBA, the Employer will increase its contribution by the amount of Seven and No/100 Dollars (\$7.00), to a baseline amount of One Thousand, Thirty-Eight and 56/100 Dollars (\$1,038.56) per month towards medical, dental, vision, and life insurance coverage for all full time, benefit eligible employees in the Unit upon signature to the CBA by all parties.
- 23.3 If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level and/or premium level.
- 23.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employee shall comply with said changes if requested to do so by the Employer.
- 23.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 23.6 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by either the Union or the employee.
- 23.7 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.
- 23.8 For UEBT coverage, the employee is eligible if he/she is a regular full-time employee and was compensated forty (40) hours or more the previous calendar month. If the employee is a regular full-time employee and elects Group Health (Washington Counties Insurance Fund or "WCIF") and is hired on the 1<sup>st</sup> of the month, coverage begins on the 1<sup>st</sup> of that month; if hired on the 2<sup>nd</sup> through the 31<sup>st</sup> coverage begins the 1<sup>st</sup> of the following month.
- 23.9 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 24 – DRUG FREE WORKPLACE**

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 25 – NON-DISCRIMINATION**

The Benton County Anti-Harassment Policies and Procedures shall apply to all employees. The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.

#### **ARTICLE 26 – LABOR MANAGEMENT COMMITTEE**

The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. The committee shall consist of up to three (3) Union members chosen by the Union (one of which may be the local Union Business Representative) and three (3) Management members chosen by the Employer.

The labor-management committee may schedule meetings at mutually agreeable times. Requests shall be in writing and contain the item(s) or topic(s) at issue. Disposition of matters covered in the labor-management committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

#### **ARTICLE 27 – SUBORDINATE TO STATUTES AND OTHER LAWS**

This Agreement shall in all respects wherever the same may be applicable herein, be subject and subordinate to the ordinances of the counties, and shall further be subject and subordinate to the statutes of the State of Washington.

#### **ARTICLE 28 – SAVINGS CLAUSE**

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of 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 29 – NEGOTIATION**

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

## **ARTICLE 30 – NO SMOKING**

Pursuant to the Washington State Indoor Clean Air Act, the Juvenile Justice Center is a Smoke Free environment.

## **ARTICLE 31 – LEAVE SHARING**

- 31.1 The purpose of the program is to allow an employee to transfer any portion of his or her annual leave, as defined in this article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Annual Leave.
- 31.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.
- 31.3 Policy: Leave sharing shall be implemented as follows:
- A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred annual leave.
  - B. The transferring party must either:
    - i. Have 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 Juvenile Justice Administrator or the applicable Elected Official or Department Manager for each party. Each request shall include:
    - i. The amount of annual leave to be transferred;
    - ii. The names, signatures, and departments/offices of the employees requesting and receiving 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 Juvenile Justice Administrator or applicable Elected Official or Department Manager. The Juvenile Justice Administrator, Elected Official, and/or Department Manager 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 Elected Official/Department Manager or Juvenile Justice Administrator shall sign the request and the request shall be submitted to the Auditor's Office for processing, with a copy to the Personnel Resources Department.
- E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Annual Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (e.g., if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor).
- F. An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave. The return of share leave will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.
- G. Leave sharing shall not apply to probationary employees.
- H. Donation and return of annual leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of those donating leave will be kept confidential.

### **ARTICLE 32 – NEPOTISM**

- 32.1 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.
- 32.2 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.
- 32.3 None of the foregoing regulations will 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.
- 32.4 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 33 – TIME TABLE**

- 33.1 This Agreement shall be effective as of January 1, 2015, unless otherwise indicated in this Agreement, and shall be effective until December 31, 2016.
- 33.2 The schedule for negotiations to extend this Agreement beyond December 31, 2016, is as follows:
- a) Submission of Union recommendations to the counties by August 15, 2016.
  - b) Submission of counties' answer by September 15, 2016.
  - c) Negotiations (if required) to begin by September 30, 2016.

The schedule is a target and subject to revision by either party. Negotiation dates will be set on a mutually acceptable basis.

**ARTICLE 34 – ENTIRE AGREEMENT**

The foregoing, including any addenda, constitutes an agreement between the parties and no verbal statements shall supersede any of its provisions.

**IN WITNESS WHEREOF**, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement.

**BENTON-FRANKLIN COUNTIES,  
JUVENILE DEPARTMENT**

Robert [Signature]  
Presiding Superior Court Judge

Date: 3-8-16

Darryl [Signature]  
Juvenile Justice Administrator

Date: 3-8-16

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

[Signature]  
Chair

[Signature]  
Member

[Signature]  
Member

Constituting the Board of  
Benton County Commissioners

Attest:

[Signature]  
Clerk to the Board

Date: 3/22/2016

Approved as to form:

[Signature]  
Stephen J. Hallstrom  
Benton County DPA

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

[Signature]  
Russell Shjerven, Secretary/Treasurer

Date: 3-7-16

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

[Signature]  
Chair

[Signature]  
Member

[Signature]  
Member

Constituting the Board of  
Franklin County Commissioners

Attest:

[Signature]  
Clerk to the Board

Date: 3-16-16

[Signature]  
Keith Johnson  
Franklin County Administrator

**APPENDIX A**

**2014 SALARY SCHEDULE**

**2013 - 2014**

**Agreement by and between  
Boards of Benton and Franklin County Commissioners  
and**

**Teamsters Local 839  
Warehousemen, Garage Employees, and  
Helpers Union**

**COVERING JUVENILE DETENTION TEAMSTERS**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
8	2777	2833	2932	3035	3141	3251	3365	3483	3605

cc: Juvenile, Payroll, Personnel, Teamsters #839 and Stephen Hallstrom

Commissioners' Office - 01/14

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

**2015- 2016  
Agreement by and between  
Boards of Benton and Franklin County Commissioners  
and  
Teamsters Local 839  
Warehousemen, Garage Employees, and  
Helpers Union**

**COVERING JUVENILE DETENTION TEAMSTERS**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
8	2868	2925	3027	3133	3243	3357	3474	3596	3722

cc: Juvenile, Payroll, Personnel, Teamsters #839 and Stephen Hallstrom

Commissioners' Office - 07/15

**2016 SALARY SCHEDULE**

**2015- 2016**

**Agreement by and between**

**Boards of Benton and Franklin County Commissioners  
and**

**Teamsters Local 839**

**Warehousemen, Garage Employees, and  
Helpers Union**

**COVERING JUVENILE DETENTION TEAMSTERS**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
8	2954	3013	3118	3227	3340	3457	3578	3703	3833

cc: Juvenile, Payroll, Personnel, Teamsters #839 and Stephen Hallstrom

Commissioners' Office - 01/16