

# RESOLUTION

2016 384

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2016-2018 AGREEMENT BETWEEN BENTON COUNTY AND LOCAL 874HC, COUNCIL 2, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, REPRESENTING COURTHOUSE EMPLOYEES.

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with the negotiating team for Local 874HC, Council 2, American Federation of State, County and Municipal Employees, AFL-CIO for the 2016-2018 Agreement; and

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

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

Dated this 10 day of NOV, 2016.

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest   
Clerk of the Board

**ORIGINAL**

**2016 – 2018 AGREEMENT**

**Between**

**BENTON COUNTY**

**and**

**LOCAL 874HC, COUNCIL 2  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**Representing COURTHOUSE EMPLOYEES**

Original: Local 874HC  
Benton County Commissioners  
Benton County Prosecuting Attorney's Office

c: All affected Elected Officials  
and Department Managers  
County Administrator  
Personnel  
Payroll

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## **PREAMBLE**

This Agreement entered into by the County of Benton, hereinafter referred to as the Employer, and Washington State Council of County and City Employees, Local 874 HC, affiliated with Council 2, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for certain Benton County Employees as certified by the Public Employment Relations Commission. The Employer and the Union agree that the bargaining unit shall be defined as follows:

**INCLUDED:** All full-time and part-time employees for classifications in the following offices and departments: Assessor, Auditor, Clerk, Treasurer, clerical employees in the WSU Cooperative Extension Services; the Road Department; the Prosecuting Attorney; District Court, the Planning Department; the Information Technology Department; and, the Building Department; except as provided herein below.

**EXCLUDED:** All elected officials and appointed department manager where there are no elected officials; all administrative assistants in the offices/departments;

**Assessor's Office:** Administrative Assistant, Agricultural Appraiser Supervisor, Chief Deputy Assessor, Commercial Appraiser Supervisor, Residential Appraiser Supervisor, and Appraisers.

**Auditor's Office:** Accounting Support Officer, Administrative Assistant, Chief Financial Officer, Financial Administrator, Licensing/Recording Supervisor, Office Manager – Richland, Office Manager – Prosser, and Elections Administrator.

**Building:** Building Manager, Building Inspector, Building Inspector/Code Enforcement, Part-Time Fire Marshall, and Plans Examiner/Building Inspector.

**Clerk's Office:** Administrative Assistant – Clerk, Legal Process Supervisors, and Collections Supervisor.

**District Court:** Mental Health Court Manager, *Pro-Tem* Judge, Probation Officer, Assistant Administrator – District, Assistant to Presiding Judge, District Court Administrator, and Legal Office Supervisor.

**Information Technology:** Manager, Assistant Manager, Supervisors and Administrative Assistant.

**Planning:** Planning Manager, Assistant Manager – Planning, Senior Planner, and Associate Planner.

**Prosecuting Attorney's Office:** Victim Witness Supervisor, Chief Deputy – Civil, Chief Deputy – Criminal, Child Interviewer, Child Support Supervisor, Criminal Division Supervisor, Deputy Prosecuting Attorney I, Deputy Prosecuting Attorney II, Deputy Prosecuting Attorney IV, Litigation/Risk Manage Attorney, Office Administrator – Prosecuting Attorney, and Public Records Officer/Civil.

**Roads:** Public Works Director/County Engineer, Assistant County Engineer, Equipment Maintenance Manager, Senior Engineer, Survey Chief, Engineering Technician II, Engineering Technician III, Project Engineer, Engineering Associate I, Engineering Associate II, Contract Coordinator, Program Coordinator, Roads Financial Administrator, Roads Maintenance Manager, and Road Superintendent.

**Treasurer's Office:** Administrative Chief Accountant, Chief Deputy Treasurer, Manager of Tax Collections, and Revenue Systems Accountant.

And all other employees of the Employer.

## **ARTICLE 2 – DUES**

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 amounts to be deducted shall be certified to the Employer by the Treasurer of Local 874 HC, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Washington State Council of County and City Employees, P.O. Box 750, Everett, Washington, 98206-0750, after such deductions are made.

If an employee terminates his/her employment on or before the 15<sup>th</sup> day of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted.

The Union agrees to indemnify, defend and hold harmless the Employer from any liability resulting from any claims arising out of this dues deduction system due to errors knowingly caused by the Union. If an improper deduction is made, the Union 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 3 – UNION SECURITY**

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union 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 Union or contribute monthly in an amount equivalent to the regular monthly dues of the Union, and any employee hired or assigned to the bargaining unit shall, on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment or inclusion within the bargaining unit, either join the Union or contribute monthly in an amount equivalent to the regular monthly dues of the Union to the Union, except as provided in the paragraph herein below.

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 Union dues or the agency fee is in conflict with the *bona fide* tenets of their religion as set forth in the statutes, shall advise the Union in writing with a copy to the Employer of their desire to be exempt from such payment. Such letter shall set forth the reasons for the claim for exemption. If the Union disagrees with such request for exemption, the question will be resolved in accordance with the provision of Washington State Statutes.

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.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union 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 Union of any such decision(s) if the decision(s) involve a change in working conditions. Following the notification, the Union shall have thirty (30) days to notify the Employer in writing if the Union 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 Union agrees that the Employer's core management rights include, but are not limited to:

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 19 (Discipline).
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 agree 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 implement new and/or different work procedures to provide efficient and productive services to the public. Prior notice will be provided to affected employees.
8. 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.
9. The unilateral right to determine the budget at all times.
10. 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.
11. Past Practice: 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 requirements. If the Employer wishes to change such practices, the Employer shall provide notice to the Union. **The Union will be provided an opportunity to discuss and make recommendations during a thirty (30) day time frame, prior to the Employer implementing a change.**

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 (hereafter the Board) and the elected officials and/or department managers and the rights and obligations owed thereby to the electorate.

## **ARTICLE 5 – EMPLOYEE RIGHTS**

- 5.1 Personnel records: An employee shall have the right upon request to inspect his/her personnel file in the presence of an Elected Official or Department Manager or their

designee at a reasonable time during the work day and said request shall be granted not later than one (1) day after the request. No material referring to the employees competence shall be placed in the file without the employee's signature and the opportunity to attach his/her comments. A copy of any entry to his/her file will be given to the employee.

The Employer and the Union recognize that the employee's official personnel file relative to general personnel issues (*e.g.*, date of hire, personnel action forms, step increases, transfers, etc.), shall be kept and maintained in the Personnel Resources Department. The individual departments/offices shall keep and maintain employee personnel files regarding substantive issues such as disciplinary actions, performance evaluations, promotions, grievance documents, etc.

For purposes of this Agreement (including but not limited to this Section and Article 28.3, Layoff and Recall), "department" and "office" are defined as the Auditor's Offices; the Treasurer's Offices; the Clerk's Offices; the Assessor's Offices; Information Technology Department; Cooperative Extension Services; the Public Works Department; the Prosecuting Attorney's Offices; District Court; the Planning Department; the Building Department; and the Facilities and Parks Department. For purposes of this Agreement, "department" does not include smaller divisions within an office.

- 5.2 Either the Employer or employee may request a meeting to discuss a written evaluation to be placed in the employee's personnel file. The employee may be accompanied by a Union representative at such meeting or any other conference between the employee and management which deals with the employee's performance or conduct.
- 5.3 An employee shall have the right, subject to grievance time limitations, to challenge any material included in his/her personnel file through the grievance procedure as provided for in this Agreement.
- 5.4 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.
- 5.5 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.
- 5.6 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.
- 5.7 An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this Agreement according to the terms set forth herein without reprisal, prejudice or discrimination.

- 5.8 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules, policies or procedures are changed or new rules, policies or procedures established, an employee whose work assignment is affected shall be notified by circulating memorandum, and the new rule or procedure shall be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- 5.9 Any employee who feels aggrieved by the unfair discrimination assertion or application of management rights may seek resolution through the grievance procedure.
- 5.10 The Employer, Union and the employees agree to make reasonable efforts to maintain a work environment free from harassment. Harassment by either someone in management, the Union (inclusive of shop stewards and officers) or an employee, such as unsolicited remarks; gestures; physical contact; verbal abuse or insults shall not be tolerated and can be remedied through the grievance procedure. Employees who engage in such conduct shall be subject to disciplinary action.
- 5.11 The Employer acknowledges the importance of advising all new employees who are to be members of the bargaining unit of the existence of the Union. The Employer agrees to distribute to all new employees, at the time of employee orientation, a copy of the current contract, which is to be supplied and paid for by the Union.
- 5.12 Employees may be permitted to schedule contacts with the Personnel Resources Department to discuss non-personal, personnel matters during the work day without utilizing leave, subject to prior approval from the Employer, at a time which will least interfere with the functions of the office/department.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.
- 6.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the Employer as to the correct interpretation and/or application of the terms and conditions of this Agreement. All grievances shall outline the facts and

alleged violation(s) of the contract when filed.

A class action grievance is any grievance filed on behalf of a group of employees where, by the nature of the matter aggrieved, not one member of the bargaining unit but several will be affected. Such class action grievances shall be signed by the local Union president or their designee.

- 6.3 Through the procedure set forth in this Article, a grievance may be presented by an employee or the employee accompanied by a representative, if desired.
- 6.4 Grievances may be heard at any reasonable time where practicable and feasible.
- 6.5 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.
- 6.6 No grievance shall be valid unless it is submitted at Step 1 within seven (7) working days (not including employee vacations) after an employee has reasonably become aware of an alleged wrongful act, except that a grievance initiated by the Employer or the Union at Step 2 must be submitted within twenty (20) working days after the occurrence of the grievance or knowledge of its occurrence, as set forth below. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.

If the Employer files a grievance, it shall be presented to the Local Union President or Area Representative, within twenty (20) working days per Article 6. The Local Union President or Area Representative shall respond in writing to the Elected Official and/or Department Manager, or designee, within twenty (20) working days after receipt of the grievance. If the Union files a grievance, it shall be presented to the elected official/ department manager within twenty (20) working days per Article 6. The elected official department manager shall respond in writing to the Union Area Representative within twenty (20) days after receipt of the grievance.

- 6.7 The grievance procedure shall be as follows:

Step 1: Discussion with Immediate Supervisor

As soon as possible, but in no case later than seven (7) working days (not including employee vacations) after an employee has reasonably become aware of an alleged wrongful act, the employee shall first discuss his/her grievance on an informal basis with the immediate supervisor. The matter shall be discussed verbally and, if settled, no further action shall be taken. Following a written response by the immediate supervisor, or, absent

a written response from the immediate supervisor within seven (7) working days after notifying the supervisor of the alleged wrongful act, the employee may move to the next step in the grievance process as described below.

Step 2:

The grievance shall be presented in written form by the aggrieved employee to the employee's elected official/department manager within ten (10) working days after (a) the expiration of the seven (7) working day period described in Step 1, above, or (b) receipt of the immediate supervisor's written response, whichever occurs first. Thereafter, the elected official/department manager shall respond to the employee's written grievance within twenty (20) working days after receipt of the grievance.

A grievance filed by the Employer or the Union must be initiated at Step 2 of this Article, in writing, within twenty (20) working days after the occurrence of the grievance or knowledge of its occurrence. Thereafter, the party receiving the grievance shall respond in writing within twenty (20) working days after receipt of the grievance.

If the grievance has not been settled, then the department manager/elected official, the Union or the aggrieved employee, may submit the matter to conciliation and/or arbitration.

Step 3:

- a. Conciliation. If the grievance has not been resolved at Step 2, in accordance with the conditions set forth hereinabove, the aggrieved employee, the elected official/department manager, or the Union, may refer the dispute to conciliation proceedings.
- b. Notice -- Time Limitation. The aggrieved employee, the elected official/department manager, or the Union shall notify the other party in writing of said party's desire to submit the matter to conciliation within twenty (20) working days after the receipt of the Step 2 response.
- c. Conciliation procedures. The aggrieved employee and department manager/elected official 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. Within ten (10) working days following the conciliation meeting, each party will submit to the other party, in writing, their understanding of the outcome of the conciliation meeting. Unless otherwise agreed by the Employer and Union in writing, within ten (10) working days following receipt of the other party's written statement concerning the outcome of the meeting, either party may notify the other party that the conciliation step has failed and refer the matter to the next step of the grievance procedure. None of the Step 3 discussions and/or proposals, oral or written, are admissible in any arbitration proceeding.

Step 4:

- a. Final and Binding Arbitration. If the grievance has not been resolved at Step 3 in accordance with the conditions set forth hereinabove, the Union, the elected official/department manager may refer the dispute to final and binding arbitration.
- b. Notice -- Time Limitation. The submitting party shall notify the other party in writing within twenty (20) working days after the receipt of the Step 3 notice/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 the parties cannot agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the list of eleven (11) names, then the two (2) parties shall meet and flip a coin. The losing party will 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 said list and so forth, proceeding in alternating order until each party has struck five (5) names from the list. The remaining name shall be the arbitrator and will be so advised by the party advancing the grievance to arbitration, "copying" the other party on the notice of selection to the 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, unless an extension is agreed to by the parties.
- e. Limitations, Scope and Power of Arbitrator
  - i. The arbitrator shall not have the authority to add to, subtract from, alter,

change or modify the terms and/or provisions of this Agreement.

- ii. The power of the arbitrator 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.
  - iii. 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 will not have the authority to consider additions, variations, and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
  - iv. In conducting the hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
  - v. Summary Judgment. The arbitrator will have the power to hear summary judgment motions as set forth herein. For grievance arbitration matters not involving discipline of a Union 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 and issue an order 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 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 shall not have the authority to award punitive damages.
  - iii. The expenses of the arbitrator will be split equally between the parties. Each party shall bear their own expenses of presentation of their respective cases, including attorney fees and witness expenses and fees.
  - iv. The award of the arbitrator is final and binding on all parties; provided, however, that either party may, within thirty (30) calendar days from the date of the arbitration award, appeal the award to the Superior Court.
  - v. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

- vi. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

#### **ARTICLE 7 – UNION/EMPLOYER RELATIONS**

- 7.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union 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 Union and the Employer.
- 7.3 The Employer may agree, from time to time, to allow three (3) employees representing the Union to be granted leave without loss of pay for collective bargaining sessions and/or labor-management meetings between the Employer and the Union. At this time, the Employer would agree that three (3) members of the bargaining unit may participate in the collective bargaining process without loss of pay.

#### **ARTICLE 8 – TIMETABLE**

- 8.1 The parties agree that this Collective Bargaining Agreement shall cover a time period from January 1, 2016, except as otherwise indicated herein, until December 31, 2018.
- 8.2 The parties agree that a target schedule for conferences and negotiations between the parties with respect to negotiations for a 2019 Collective Bargaining Agreement is as follows:
  - a. Submission of the Union's proposals in writing to the Employer by July 1, 2018.
  - b. Submission of the Employer's response by August 1, 2018.
  - c. Negotiations to begin as is mutually convenient for both parties; but no later than September 1, 2018.
  - d. The parties may mutually agree in writing to extend or shorten the timetable referenced hereinabove.
- 8.3 For years 2017 and 2018, two sections of this Agreement are open for limited negotiations: Section 24.7 (Wages) and Section 26.2 (b.) (Insurance Contribution). Opening dates will

be no earlier than October 1<sup>st</sup> of each year. No other articles or provisions of this Agreement are subject to negotiations until the dates specified in this Article.

#### **ARTICLE 9 – NON-DISCRIMINATION**

- 9.1 The Employer and the Union agree that they will not discriminate against any employee on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.
- 9.2 No employee will be required to support or make a contribution to a political party and/or a candidate for political office.

#### **ARTICLE 10 – SUBORDINATE TO STATUTES**

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 11 – SAVINGS CLAUSE**

If an article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by a 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 12 – PAYROLL PROVISIONS**

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 which will be deducted from the employee's monthly salary. The salaries and wages of employees shall be paid monthly, not later than the fifth (5<sup>th</sup>) day of the month. Draw-pay provisions exist which permit partial payment at mid-month on request, provided the employee has worked the majority of the month. The

Employer will notify the Union and its employees at least thirty (30) days prior to changing the payroll date.

### **ARTICLE 13 – HOLIDAYS**

13.1 The following are holidays with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
The Friday after Thanksgiving	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Holidays are based on an eight (8)-hour day.

The District Court and Superior Court Clerk's Offices must remain open December 24<sup>th</sup>. The elected official/department manager will determine an alternative date as a replacement day for the day before Christmas Day.

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.

- 13.2 In addition, each employee is entitled to one (1) floating holiday per calendar year after six (6) months of employment (for part-time employees, one thousand and forty (1,040) hours). In order for the employee to use said floating holiday, he/she must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.
- 13.3 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.
- 13.4 All work performed on a holiday (or, when the holiday falls on a Saturday or Sunday, on the observed day) shall be compensated at a rate of one and one-half (1.5x) times the employee's hourly rate in addition to eight (8) hours holiday pay. There is no pyramiding of overtime and one and one-half time (1.5x) holiday pay.

## ARTICLE 14 – HOURS OF WORK, OVERTIME

- 14.1 The normal work day shall consist of eight (8) consecutive hours out of the calendar day (excluding lunch) except in the event of an emergency.
- 14.2 The normal work schedule shall consist of five (5) consecutive normal work days except in the event of an emergency.
- 14.3 The normal work month shall consist of whatever total of normal work days results from a regular scheduling of five (5) consecutive days per week except in the event of an emergency.
- 14.4 The Employer may change hours and days; Employer must provide five (5) working days notice of said change to the affected employee except in the event of an emergency.
- 14.5 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 an emergency.
- 14.6 Overtime: Overtime maybe required from time to time by the Employer. An employee will be entitled to overtime pay if the employee has actually worked in excess of forty (40) hours in the seven (7) day work period. Overtime will be compensated at the rate of time and one half (1.5x).

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

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.

- 14.7 Time Worked: Holidays shall be considered as time worked for purposes of calculating

overtime. Sick leave and annual leave shall not be considered as time worked for overtime calculation purposes.

- 14.8 Alternative/Extra Time: In the event that an employee is assigned to work beyond regular daily business hours, the elected official or department director has the option to determine whether the Employer will provide the employee with an opportunity for alternative time or extra time off on a case-by-case basis, without regard to prior practices.

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

The Employer also has the option to add extra time off, on a straight time basis, to the vacation leave accrual of an employee who has been assigned to work beyond normal work hours on a given work day. This extra time off must be used within thirty (30) days of the day it is granted.

In all cases, if the additional hours worked results in more than forty (40) hours worked in the seven (7) day work period, the employee will be paid overtime or compensatory time in accordance with Section 14.6 (Overtime/Compensatory Time).

#### **ARTICLE 15 – JURY DUTY, MILITARY LEAVE**

- 15.1 Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not to exceed twenty-one (21) days during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive his or her normal pay. This provision shall be subject to applicable State and Federal laws.
- 15.2 Employees reporting for jury duty or serving as jurors will be compensated in an amount equal to the difference obtained by subtracting jury pay from regular pay, except that subtraction of juror's pay will relate to the specific days involved and no limit will be placed on the number of days involved. It shall be the employee's responsibility to present satisfactory evidence relating to the serving of jury duty. An employee shall report to work during all hours he/she is released from jury duty. If less than one (1) hour remains from the time of such release to the end of the employee's regular shift, the employee shall call the elected official/department manager for instruction.
- 15.3 Each employee will provide a copy of jury notification to the appropriate elected official/department manager and/or supervisor the next working day after receipt of such documentation.

## ARTICLE 16 – TYPES OF EMPLOYMENT

- 16.1 Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary employees.
- 16.2 Full-time Employee: An employee working forty (40) hours per work week.
- 16.3 Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per work week but at least ninety (90) hours per calendar month. A part-time employee is only entitled to pro-rated sick leave, annual leave, paid holidays, and no other benefits. Part-time employees employed prior to November 2, 1992, will continue to be eligible for benefits consistent with past practice, unless required by law.
- 16.4 Probationary Employee: An employee shall be on probation during the first one hundred and eighty (180) days of full-time employment (or one thousand and forty (1,040) hours of part-time employment) in each job classification and/or department (including each new job classification or department resulting from promotion, demotion, or lateral transfer).

If further observance of the employee is required, the employee may either be terminated without cause and without recourse or the probationary period may be extended for up to an additional one hundred and eighty (180) days (or one thousand and forty (1,040) hours for part-time employees), as determined by the Employer.

If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.

If the end of the probationary period, including instances when the probationary period has been extended by management, falls on a weekend or holiday, the probationary period will expire at the end of the next business day.

If the Employer determines and has an objective basis to justify a one (1) year probation (or two thousand and eighty (2,080) hours part-time) for certain positions, prior to the position being filled, the Union will be notified and given thirty (30) days to comment on the selection of a position for the extended probation designation.

- 16.5 Temporary Employee: An employee hired to fill a position either full-time or part-time not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year. Temporary employees are not entitled to fringe benefits described in this Agreement; *i.e.*, paid holidays, paid vacation, paid sick leave, insurance, etc. The consecutive calendar month period, if properly fulfilled, will count toward completion of the probationary period, if the temporary employee is hired as a regular employee in the same or a substantially similar position.

## **ARTICLE 17 – VACANCIES, JOB POSTING**

- 17.1 The filling and posting of vacant Courthouse bargaining unit positions shall be subject to the following provisions:
- a. The elected official or department 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. If the elected official or department manager determines that said position may be filled by a current bargaining unit employee within the affected department, then a departmental notice of such opening will be posted on the Employer's website a minimum of three (3) working days prior to the closing date for applications; or
  - b. If the elected official or department manager determines that said vacancy or new position may be filled by any employees throughout the Employer's departments, then said elected official or department manager may permit any employees to apply for said position. Notice of such openings shall be posted on the Employer's website a minimum of five (5) working days prior to the closing date for application; or
  - c. If the elected official or department manager determines that he/she wishes to receive applications from the public for vacant positions or new openings, then the public and any of the employees may make application in accordance with the following provision. Notice of such opening shall be published on the Employer's website and circulated by such means as deemed appropriate by the elected official or department manager, all of which shall provide a minimum of ten (10) days notice prior to the closing date of such vacancy or new position applications.
- 17.2 A vacancy or new position announcement will contain the position title and a brief description of the job duties, requirements, and where application for the position should be made. Each job announcement will list the criteria the Employer may use during the selection process.
- 17.3 If a vacancy or new position occurs within nine (9) months of a previous vacancy of the same or similar position, then the elected official or department manager may proceed to interview any available applicant whose name appears on the list of qualified applicants for the previous posting and vacancy procedures.
- 17.4 The Union and the Employer recognize that each hiring situation is different and that the Employer's interest is in hiring the most competent person available whether from within the Employer or from the outside. The ultimate responsibility for determining if, when, and who will fill a vacancy, promotion, or transfer is vested exclusively in the Elected Official and/or Department Manager. The criteria used as referenced in Section 17.2 above and the ultimate selection by the Elected Official and/or Department Manager are final and binding

and not subject to the grievance process.

### **ARTICLE 18 – SENIORITY**

The Employer acknowledges that seniority within the office or department is one of the factors to be considered during employee advancement within the office or department. In matters of promotions, the filling of new positions, and out of class pay opportunities, the Employer agrees to consider seniority within the office or department as one of the factors in reaching the Employer's decision. The Union, however, agrees that ability, attitude and dependability are the primary factors to be considered in these matters.

### **ARTICLE 19 – DISCIPLINE**

19.1 The Employer may discipline an employee for just causes, including, but not limited to:

- a. Neglect of duty
- b. Inefficiency
- c. Insubordination
- d. Incompetence
- e. Insolence
- f. Excessive tardiness (2 or more instances)
- g. Excessive absenteeism (2 or more instances)
- h. Conviction of a crime which may affect work performance
- i. Malfeasance or misfeasance of job requirements
- j. Misconduct
- k. Violation of County and/or departmental rules and/or regulations.
- l. Violation of No Strike clause
- m. Conflict of interest-- off-duty activities versus job duties
- n. Abuse of sick leave
- o. Such other causes which normally serve as a basis for discipline in labor and personnel relations.

19.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:

- a. Verbal warning

- b. Written reprimand
  - c. Suspension without pay
  - d. Demotion
  - e. Discharge or termination.
- 19.3 Employees have a right to Union representation of their choice during disciplinary actions.
- 19.4 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 Step (A) through Step (E) referenced in Section 19.2 but rather the Employer may choose any one and/or combination of said disciplinary actions.
- 19.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause. The specified charges shall be made available to the employee in writing not later than one (1) working day after the action became effective. The Union shall also be notified of these charges. At the Employer's discretion, the Employer may suspend an employee with pay or place an employee on paid administrative leave, pending the investigation of allegations of misconduct. Such suspension is not a disciplinary action and may not be appealed. If the Employer determines the charges are substantiated, appropriate disciplinary action may be taken. If the Employer determines such charges are not substantiated, the employee will be restored to duty. If no disciplinary action results, documentation regarding the suspension with pay will only be placed in the personnel file for payroll and bookkeeping purposes.

In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, then the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) and potential discipline in writing. The employee will have up to ten (10) working days to provide a written response to the allegations, unless a shorter period of time is mutually agreed upon by the Employer and the Union. Following the conclusion of the Employer's investigation, or following receipt of the employee's written response, whichever is later, the Employer will hold a pre-disciplinary meeting to provide the employee and the Union 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 by the Employer. Thereafter, 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 a 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 Union representative is necessary for an oral and/or written reprimand.

19.6 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer at any time during the probationary period, without just cause and without recourse.

**ARTICLE 20 – ANNUAL LEAVE**

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

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Annual Leave Hours</u>
1 through 05	10.00	120
6 through 10	12.00	144
11 through 15	15.00	180
16 through 19	16.50	198
20 and over	18.00	216

20.2 Annual leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer; however, said annual leave credit may not be used. During the seventh (7<sup>th</sup>) month, or any subsequent month, annual leave may be allowed up to the limits of the amount earned. Annual leave credited for any month of service beyond the first (1<sup>st</sup>) six (6) months of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued annual leave, which request is subject to prior approval from the Employer. Annual leave may be accumulated during the first one thousand and forty (1,040) hours of regular part-time service with the Employer; however, said annual leave credit may not be used. After one thousand and forty (1,040) hours, annual leave may be allowed up to the limits of the amount earned. Annual leave credit for any month of service beyond the first one thousand and forty (1,040) hours of service may be allowed during the month earned or any subsequent month. The employee must request to use said accrued annual leave, which request is subject to prior approval by the Employer.

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

20.3 Only regular full-time and regular part-time employees who have successfully completed six (6) months of service (for part-time employees, one thousand and forty (1,040) hours) shall, upon separation from employment from Benton County for any reason, be compensated for accumulated annual leave. Regular full-time and regular part-time

employees hired prior to October 1, 1995, shall be compensated up to a maximum of two hundred and forty (240) hours of annual leave; employees hired on or after October 1, 1995, shall not be entitled to accrue more than two hundred (200) hours of annual leave at any time and shall, upon separation, be compensated up to a maximum of two hundred (200) hours of annual leave.

- 20.4 The various supervisory personnel shall arrange vacation time for employees on such schedules which will least interfere with the functions of the department/office. The Employer will notify the union of any changes to vacation policies and or procedures, if any, prior to implementing the change.
- 20.5 An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave (at the employee's option) if the employee has used a minimum of eighty hours of annual leave since December 1<sup>st</sup> 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 21 – OTHER LEAVE**

- 21.1 Leave of Absence Without Pay: An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave of the elected official or department manager. The Personnel Action Form shall be used in applying for any leave and shall be properly filled out. Said document will be provided to the employee's immediate supervisor in a timely manner as determined by the Employer. Said elected official or department manager 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 elected official or department manager shall reach a mutually acceptable agreement with regard to the date of return and 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 he/she has first utilized all vacation accruals, and in the case of absence related to but not covered by Article 23 (Sick Leave) below, all but three (3) days sick leave accrual. Such leave will not be granted for purposes of the employee gaining personal advantage or profit.

If the employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work. Such return will be subject to prior approval by the department manager or designee.

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and may be cause for disciplinary action. Unauthorized absences from duty for two (2) consecutive days shall constitute separation or termination from employment.

## **ARTICLE 22 – LEAVE SHARING**

- 22.1 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 event/condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this article. Current Employer policies shall control in the event of a conflict with Employer policy(ies) on Voluntary Transfer of Annual Leave.
- 22.2 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.
- 22.3 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 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 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 applicable Elected Official or Department Manager. If the transfer is approved, the Elected Official(s) /Department Manager(s) 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. Each Elected Official or 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 Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Elected Official or Department Manager will deduct the time used evenly among the donors (*e.g.* if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor.
- f. An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. 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 unused leave share will be in 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 employees donating leave will be kept strictly confidential.

### **ARTICLE 23 – SICK LEAVE**

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

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

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

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

All employees may accrue up to a maximum of one thousand and forty (1,040) working hours of sick leave; provided, however, employees hired after October 1, 1995, may only be compensated upon separation from the Employer based on a maximum of eight hundred (800) hours subject to the provisions of Section 23.6 below. The hours between eight hundred (800) and one thousand and forty (1,040) have no cash value and may only be used for a catastrophic illness/injury.

- 23.3 Earned sick leave with pay may be taken for the following reasons, where the facts are established by the employee to the satisfaction of the Employer:
- a. Because of an illness or injury incapacitating the employee from performing his/her duties, or
  - b. By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public, or
  - c. To care for a child of the employee with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 23.4) who has a serious health condition or an emergency condition (eligible employees may use any or all employee's sick leave or any other paid time off to care for a member of the employee's immediate family); or
  - d. Bereavement Leave: Death in the immediate family (defined in Section 23.4): five (5) days maximum per death, regardless of whether the deceased resided in the employee's household (for purposes of this section only, immediate family includes a child of any age); or
  - e. For appointment for immediate family (defined in Section 23.4) for the following purposes if arrangement cannot be made during off hours; doctor, dental, or optical; treatments as prescribed by a doctor, dentist or eye doctor; laboratory work or x-

ray work by order of doctor, dentist or eye doctor; or

- f. Death of a friend or relative, not immediate family (defined in Section 23.4): one (1) day maximum per death.

23.4 "Immediate family" means:

- a. Child: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability/injury;

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

- b. Spouse: The husband or wife of the employee;
- c. Parent: A biological or adoptive parent of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child;
- d. Parent-in-Law: Parent of the spouse of the employee;
- e. Grandparent: A parent of a parent of the employee or the employee's spouse; and
- f. Brother or Sister: A biological or adopted brother or sister of the employee.
- g. Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

- 23.5 Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, if requested by the elected official or department manager, the employee shall submit a written statement to the office or department explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee who is off work due to illness in excess of five (5) work days, or less if sick leave abuse is an issue as determined by the Employer, may be required to provide a doctor's verification of the illness as well as the doctor's approval to return to work.

Employees on sick leave in excess of five (5) work days are required to call their elected official/department manager or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.

Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence and if determined to be necessary by the Employer, may be required

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

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

- a. Employees currently employed prior to November 2, 1992, will be paid for fifty percent (50%) of unused sick leave at voluntary termination from Benton County, to their estate upon death, or retirement from Benton County. For retirement, this payment will be to the employee's VEBA account.
- b. Employees hired on or after November 2, 1992, who voluntarily terminate their employment with Benton County or regularly retire from employment with Benton County under the Employer retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for twenty-five percent (25%) of their unused sick leave. For voluntary termination or death, such payment shall be limited to employees with ten (10) or more years service. Payment at voluntary termination, retirement, or death shall not exceed Three Thousand Dollars (\$3,000.00).
- c. For employees with PERS I, the Employer will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

23.7 Sick Leave Incentive. Regular full-time employees who have not used any hours of sick leave in the preceding twelve (12) months (e.g., on June 30<sup>th</sup>, looking back to July 1<sup>st</sup> of the previous year) and/or has accumulated sick leave at the maximum, who have been continuously employed during the entire twelve (12) months, shall be allowed to convert a maximum of twenty-four (24) hours of sick leave to eight (8) hours of annual leave. Those twenty-four (24) hours shall be deducted from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee. Exercise of such options shall be by written request submitted at the end of the twelfth (12<sup>th</sup>) month on a form provided by the Personnel Resources Department.

23.8 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 No. 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.

## ARTICLE 24 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

24.1 A "new employee" is defined as a first time employee of Benton County or a prior Benton County employee with one (1) or more years separation from Benton County service.

24.2 Pay Plan Progression. An employee may advance on the pay plan by meeting the Employer's performance expectations as validated by an annual performance review. Performance reviews shall be concluded no later than thirty (30) days prior to each employee's anniversary date. An employee's progression from one step to the next is subject to the outcome of the performance review process and in accordance with the following provisions:

- a. The Benton County 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 (1<sup>st</sup>) 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 review 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 elected official or department manager 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 Board. 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 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 a minimum of one thousand and forty (1,040) hours or more before an 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 one hundred and eighty (180) day probationary period (plus extended probationary period as determined by management when appropriate) as confirmed in writing and six (6) additional months of successful service. Regular part-time employees must remain in their beginning 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.

Eligibility for movement to the next step shall be subject to successful completion of their one thousand and forty (1,040) hour probationary period (plus extended probationary period as determined by management when appropriate) as confirmed in writing and one thousand and forty (1,040) hours of additional successful service.

- c. Subsequent Pay Steps. In addition to successful job 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 and 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 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 advancement for a period of up to twelve (12) 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 his/her level of performance, and is not intended to be disciplinary.

Once an employee has reached 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 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 for up to twelve (12) months. 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.

- 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.

- 24.3 Promotion. Promotions are subject to the determination of the applicable elected official or department manager. A promotion is defined as an incumbent employee being hired into a classification two (2) or more grades higher than the employee's current classification. When promoted, the employee will be placed at the step that gives the employee no less than a five percent (5%) salary increase (best fit to five percent (5%)) or will be placed at the "A" step of the new classification, whichever is greater. The employee is given a new anniversary date commensurate with the date of the promotion. If an employee is hired into a classification one grade higher than the employee's current position, the employee is placed in the same step of the new position's grade, and the employee is given a new

anniversary date commensurate with the date of the new assignment. An employee placed at 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.

- 24.4 Demotion. The movement of a bargaining unit employee from one grade to a lower grade (e.g., Grade 5 to Grade 4). demotion may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. If the resulting pay decrease is less than two percent (2%) per month, then the current anniversary date will remain unchanged; otherwise, the employee will be given a new anniversary date.
- 24.5 Lateral Transfer. A lateral transfer is 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.
- 24.6 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 a position in a higher pay classification, if either of the following conditions apply within any calendar year:
- a. Condition No. 1: The employee is assigned to work in a higher classification for thirty (30) consecutive calendar days or twenty (20) consecutive work days, inclusive of regular paid holidays and/or utilization of earned sick leave. At the conclusion of the thirtieth (30<sup>th</sup>) consecutive calendar day or twentieth (20<sup>th</sup>) consecutive work day, the employee is eligible for pay in the higher class retroactively to and commencing with the sixteenth (16<sup>th</sup>) calendar day or eleventh (11<sup>th</sup>) work day and until such time as the temporary assignment ends, or;
  - b. Condition No. 2: The employee is assigned to work in a higher classification on two (2) or more separate occasions within a calendar year or fifteen (15) consecutive calendar days or ten (10) consecutive work days, inclusive of regular paid holidays and/or utilization of earned sick leave. Upon completion of the second (2<sup>nd</sup>) temporary assignment (conclusion of the fifteenth (15<sup>th</sup>) consecutive calendar or tenth (10<sup>th</sup>) consecutive work day) the employee shall be eligible for pay in the higher classification retroactively to the first (1<sup>st</sup>) day of assignment in the second (2<sup>nd</sup>) occasion of temporary duty and until such time as the temporary assignment ends. Any further occasions of temporary assignment within a calendar year for periods exceeding five (5) consecutive calendar days or three (3) consecutive work days will make the employee eligible for pay in the higher classification effective upon the first (1<sup>st</sup>) day of that qualifying temporary assignment.

For the purpose of determining rate of pay during temporary assignment, provisions of the "pay plan" pertaining to promotion shall be followed. All temporary

assignments will be made in writing at least twenty-four (24) hours in advance, barring emergency circumstances as determined by the Employer.

- 24.7 Effective January 1, 2016, the 2015 Salary Schedule will be increased by two and one-quarter percent (2.25 %). 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

For years 2017 and 2018, this Agreement will be open for limited negotiations to determine any wage adjustments on the Salary Schedule. The opening date for negotiations will be no earlier than October 1<sup>st</sup> of each year.

- 24.8 The Employer agrees to reduce the gross monthly salary by Eighty and No/100 Dollars (\$80.00) per month and divert this amount to each employee's individual VEBA account.
- 24.9 Only those employees employed on the date of signature of this Agreement are eligible for a wage or benefit increase.

#### **ARTICLE 25 – JOB DESCRIPTIONS**

Job/classification descriptions for employees under this Contract were originally furnished to the Union in coordination with the Martin Kinney pay and job/classification description study. The parties agreed that the job/classification descriptions which accompanied the new pay plan effective for 1993 were those applicable to the work requirements of employees. The parties have agreed that these job/classification descriptions will not be substantially changed without prior notice and discussion with the Union.

The Personnel Resources Department maintains the job/classification descriptions, utilizing the established format, including writing new job/classification descriptions and updates for existing job/classification descriptions in consultation with the appropriate Elected Official/Department Manager, subject to the approval of the Benton County Administrator, and final approval by the Board of County Commissioners. Copies of all approved changes or new position job/classification descriptions, including assigned grades and title, are kept on file within the Personnel Resources Department.

An updated listing of classifications in the bargaining unit and the pay grades assigned to each classification is currently being reviewed by the Personnel Resources Department, with anticipated completion sometime in 2013. The completed job/classification descriptions will be forwarded to the Union for review and comment. It is a goal of the Employer to make the classification descriptions electronically available, potentially as early as 2013.

## ARTICLE 26 – INSURANCE BENEFITS

26.1 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 amounts stated in Section 26.2 toward the employee's premium costs for the coverages selected. Employees may change their plan options annually during the Employer open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Courthouse Union has elected to have Twenty-Four Thousand Dollars (\$24,000) face value life insurance coverage.

The Employer contributions indicated in Section 26.2 will be applied first toward employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward dependent coverage or to the employee's HRA/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.

26.2 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.

- a. Effective with the first payroll cycle following the date of the last signature below, the Employer agrees to make the following health and welfare contributions, totaling One Thousand, One Hundred, Thirty-Three and 60/100 Dollars (\$1,133.60) per month towards medical, dental, vision, and life insurance coverage.
- b. For 2017 and 2018, this Agreement will be open for limited negotiations to determine Employer and employee contributions toward insurance costs for each year. The opening date for negotiations will be no earlier than October 1<sup>st</sup> of each year.

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

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the

employee has benefits with UEBT and was compensated at least forty (40) or more hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

- 26.4 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify Union of said changes. If the changes are mandated on the Employer, then the Employer will so notify the Union and the parties will meet for informational purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes, then the Employer will communicate with the Union to discuss these options and thereafter will implement the changes taking into consideration the interests of the Employer and the employees.
- 26.5 Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and the employees.
- 26.6 Any amounts which are in excess of the dollar amount contribution by the Employer, as set forth in Section 26.2 above, which are necessary to pay the premiums for the coverages will be the responsibility of the employees and will be carried out by payroll deduction.

#### **ARTICLE 27 – RETIREMENT**

- 27.1 All eligible employees shall be covered by the Public Employees Retirement System in accordance with State statute.
- 27.2 The Employer shall maintain Social Security for the employees covered by this Agreement.

#### **ARTICLE 28 – LAYOFF AND RECALL**

- 28.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is made necessary by reason of lack of work, lack of funds and/or reorganization.
- 28.2 The Employer shall give as much notice as practicably possible to designated employees.
- 28.3 The elected official or department manager will determine which classification will be affected by the layoff in their respective office or department. The last employee hired within a classification within an office or department shall be the first employee laid off; provided, however, employees who remain within the office or department must be able to

fulfill job requirements. The determination as to whether or not the remaining employees are capable of fulfilling job requirements shall be within the discretion of the Employer. "Office" and "Department" are defined in Section 5.1 of this Agreement. Seniority is defined as the time in service within the classification within the office or department in which the employee is working.

- 28.4 No new employees shall be hired by the Employer until available employees placed on layoff within the classification have been offered re-employment, provided the layoff period does not exceed one (1) year and that the employee keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within three (3) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within thirty (30) days of acceptance of said offer or forfeit all call-back rights under this Article.
- 28.5 Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave, provided all other provisions of this Article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her one hundred and eighty (180) day (unless extended pursuant to the collective bargaining agreement) probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the Employer as a result of the layoff.

#### **ARTICLE 29 – TRANSFERS AND TRAVEL**

- 29.1 The Employer shall have the right to transfer present employees from one duty station to another for the convenience and benefit of the Employer and the citizens. Management shall be the sole determiner as to the necessity of such transfers.
- 29.2 Seniority is defined as the time in service within the employee's classification within the office or department in which the employee is working. "Office" and "Department" are defined in the Layoff and Recall Article.
- 29.3 Transfers shall be of two (2) types, either permanent or temporary. Transfers of ninety (90) calendar days or less shall be considered to be temporary in nature. The elected official or department head shall determine the employee to be temporarily transferred giving consideration to the desires of the affected employees.

Permanent transfers shall be offered to employees in order of seniority for that position. If no employee agrees to the permanent transfer, the transfer shall be ordered by the department manager in inverse order of seniority, provided the employees remaining must

be able to fulfill job requirements.

- 29.4 The Employer agrees to provide transportation to employees for the conduct of only official Employer business. Transportation is not provided to the employee to report to/from the employee's home and the assigned work location, except as otherwise provided in Section 29.6. Transportation may be provided as either an Employer vehicle or as payment for mileage for use of a personal vehicle, at a rate established by Board resolution serving as the Employer's travel policy..
- 29.5 Any person directed to report to work prior to the regular starting time or directed to remain at work following the regular quitting time to conduct official Employer's-business will be compensated in accordance with Article 14 (Hours of Work, Overtime).
- 29.6 It is the employee's responsibility, when temporarily or permanently reassigned from one location to another, to arrive at the appropriate job site in time to begin his/her assigned work shift. For a temporary reassignment not within the Tri-Cities (*i.e.*, to/from Prosser and the Tri-Cities) when twenty-four (24) hour notice is not provided, the employee will be reimbursed for mileage for his/her commute to the work location.

Some positions may specifically entail permanent assignment to two (2) or more job sites, *e.g.*, Prosser Courthouse and Kennewick. These positions will be so identified during the advertising process to recruit qualified applicants, and in the Employer's offer letter for employment, and will not be eligible for travel reimbursement.

- 29.7 If the transfer of documents is mutually beneficial to the employee and the Employer, the Employer may request the employee to do so. Under this provision, an employee who is asked to report to the Prosser Courthouse to pick up documents for transfer to Kennewick, or vice versa, prior to the normal starting time or normal quitting time, shall receive pay at the straight time rate. For hours worked beyond forty (40) hours in the seven (7) day work period, however, the employee will be paid in accordance with Section 14.6 (Overtime/Compensatory Time).

The mutual benefit would exist because the employee would be receiving compensation for the travel time which would not normally be compensated, while the Employer would avoid payment of time and one-half (1/2) pay or loss of employees during normal work hours.

This provision will be applicable and used instead of the other provisions of Article 29 (Transfers and Travel) when a mutual benefit exists.

- 29.8 Intra-County Transfer. A transfer of an existing Benton County employee between positions covered by different bargaining unit contracts or a non-bargaining position to a bargaining position. Such employee will be treated as a new employee under contract provisions for pay and will earn leave accrual on the basis of continuous length of time as

a Benton County employee.

- 29.9 Transfers. Transfer shall be considered the movement of an employee from one job site to another (e.g., Prosser to Kennewick).

### **ARTICLE 30 – NO STRIKE AND NO LOCKOUT**

- 30.1 The Employer and the Union 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 Union 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 Union agrees to take appropriate steps to end such interference by 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. 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.
- 30.2 The Employer agrees there will be no lockouts during the term of this agreement.

### **ARTICLE 31 – NEPOTISM RESTRICTIONS**

- 31.1 No more than one (1) member of a family or one (1) close relative shall be eligible for employment by Benton County 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 reasonably foreseeable conflict between the interest of the Employer and the interest of the employee in family harmony and/or in their common interests of the family or as close relatives.
- 31.2 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 gender neutral standard shall be used in making such a decision.

31.3 None of the foregoing regulations shall have any effect on persons employed in Benton County at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.

31.4 Definitions.

- a. "Family member" means that the husband or wife or that person living as husband or wife of a job applicant or a job applicant's children, whether natural, adoptive or step.
- b. "Close relative" means the natural, adoptive or step brother, sister, mother, or father of a job applicant.

**ARTICLE 32 – COMPENSABLE ON-THE-JOB INJURIES**

An employee who suffers a compensable on-the-job injury resulting in his/her absence from work will be permitted to apply accumulated sick leave to the first (1<sup>st</sup>) 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." While 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 33 – EDUCATIONAL ASSISTANCE**

33.1 The Employer may reimburse the employee's tuition for pre-approved, "off-duty" classes and/or courses in accordance with the following provisions:

- a. The class and/or course is subject to prior written approval by the department manager or elected official.
- b. Any class and/or course shall be directly related and/or contributory to the employee's present position or next logical professional progression within the

office or department. The department manager or elected official shall make the determination as to which classes and/or courses are considered directly related and/or contributory to the employee's position.

- c. All costs associated with the class and/or course will be prepaid by the employee after written pre-approval is received from the department manager or elected official. A written receipt for the "tuition only" shall be obtained at the time of payment and retained for reimbursement at the end of the successful completion of the class and/or course.
- d. At the successful completion of the class and/or course (if the employee has received a passing final grade and/or score equivalent to a "C" or higher and can present documentation to the department manager or elected official), the Employer shall reimburse the employee for the appropriate tuition.

33.2 The determination of the department manager or elected official with regard to the provisions of this article shall be final and binding on all parties. The above provisions are subject to the budgetary constraints within each departmental budget.

#### **ARTICLE 34 – OUTSIDE EMPLOYMENT**

In some cases, employment with an employer other than Benton County and/or self-employment may pose a conflict of interest with the employee's job duties for Benton County and/or adversely affect an employee's ability to perform his/her job for Benton County. The elected official or department manager may require employees to obtain pre-approval of outside employment (or self-employment) opportunities.

#### **ARTICLE 35 – ENTIRE AGREEMENT**

- 35.1 This document shall constitute the complete agreement by and between the parties, and no other agreements and/or understandings, written or otherwise, prior or simultaneous with the signing of this Agreement shall be binding on the parties. Therefore, the parties waive the right to bargain collectively with respect to any subject or matter, unless by mutual consent, for the life of this Agreement.
- 35.2 Any offers, modifications of offers, withdrawals of offers or contract proposals shall not constitute nor shall they be cited as authority or evidence of any waiver(s) of position in any arbitration, legal proceeding or other proceedings regarding the interpretation of provisions and language contained in this contract.

### **ARTICLE 36 – TERM OF CONTRACT**

- 36.1 This Agreement is effective January 1, 2016, except as otherwise herein provided, and shall remain in effect until the 31<sup>st</sup> day of December, 2018.
- 36.2 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 PERC shall be advisory only and not binding on either party.
- 36.3 In the event that negotiations for a new Agreement extend beyond the anniversary date 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 have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY**

*Josell*  
Chair, Board of Commissioners  
Date: 5-10-16

*James R. Bauer*  
Member, Board of Commissioners

*[Signature]*  
Member, Board of Commissioners

**Constituting the Board of Benton County Commissioners**

Attest:

*Carmen [Signature]*  
Clerk to the Board  
Date: 5/10/2016

*Katherine A. Bites*  
Presiding District Court Judge  
Date: 4-26-16

*[Signature]*  
Benton County Assessor  
Date: 4/25/2016

*Brenda Chilton*  
Benton County Auditor  
Date: 04/29/16

*Jasie [Signature]*  
Benton County Clerk  
Date: 4-25-16

*[Signature]*  
Benton County Prosecuting Attorney  
Date: 4-25-16

*[Signature]*  
Benton County Treasurer  
Date: 4/27/16

Approved as to form:

*[Signature]*  
Stephen J. Hallstrom  
Deputy Prosecuting Attorney

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO**

*[Signature]*  
Kevin Dougherty, Representative  
Date: 4/19/16

*[Signature]*  
Sherry Bingman, President

**APPENDIX A**

## 2016 SALARY SCHEDULE

2016 - 2018

Agreement by and between  
Board of Benton County Commissioners  
and  
Local 874HC, Council 2  
American Federation of State, County and  
Municipal Employees, AFL-CIO

**COVERING "COURTHOUSE"**

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
17	4719	4813	4981	5155	5335	5522	5715	5915	6122
16	4493	4583	4743	4909	5081	5259	5443	5634	5831
15	4278	4364	4517	4675	4839	5008	5183	5364	5552
14	4075	4157	4302	4453	4609	4770	4937	5110	5289
13	3882	3960	4099	4242	4390	4544	4703	4868	5038
12	3697	3771	3903	4040	4181	4327	4478	4635	4797
11	3521	3591	3717	3847	3982	4121	4265	4414	4568
10	3353	3420	3540	3664	3792	3925	4062	4204	4351
9	3193	3257	3371	3489	3611	3737	3868	4003	4143
8	3041	3102	3211	3323	3439	3559	3684	3813	3946
7	2896	2954	3057	3164	3275	3390	3509	3632	3759
6	2759	2814	2912	3014	3119	3228	3341	3458	3579
5	2626	2679	2773	2870	2970	3074	3182	3293	3408
4	2502	2552	2641	2733	2829	2928	3030	3136	3246
3	2382	2430	2515	2603	2694	2788	2886	2987	3092
2	2269	2314	2395	2479	2566	2656	2749	2845	2945

cc: All Elected Officials, Payroll, Personnel, Kevin Dougherty and Stephen Hallstrom

## APPENDIX B

**PROVISO:** The parties expressly stipulate and agree Appendix B only applies to the Information Systems Analysts classification in the Information Technology Department, and to no other office or department in the Courthouse unit. Appendix B text supersedes any and all language in the Courthouse 2016-2018 CBA and appendices, to the extent the text is in conflict or inconsistent with, the CBA, including without limitation, Article 14.

### A. HOURS OF WORK, OVERTIME

1. Work Schedule Change: Senior Management (IT Manager, Assistant Manager) can change the work schedule when it deems a change is necessary to its business practice, and will provide as much notice as is practical, but no less than fifteen (15) hours' notice in advance, except in the event of an emergency; in which case, as much notice as possible under the circumstances will be provided. Senior Management shall be the sole determiner of an emergency.
2. Call Backs: Information Systems Analysts called to work after they have left the premises for the day, will be compensated for a minimum of two (2) hours pay at one and one half (1 – 1/2x) times the regular rate of pay, commencing from when they arrive at the County work site, subject to Article 14, including 14.6 and 14.8. Information Systems Analysts otherwise called in for work in addition to regularly scheduled work, will be compensated in accordance with Article 14.

There is no pyramiding of overtime pay and any time and one-half (1-1/2x) or double (2x) time pay provided in the CBA or Appendix B. If an Information Systems Analyst receives one type of time and one-half (1-1/2x) pay or double-time (2x) pay, for example, he/she is not also entitled to a second type of time and one-half (1-1/2x) pay or double-time (2x) pay.

3. Carrying Emergency Phone And Responding To Calls:
  - a. Each Information Systems Analyst shall be responsible for carrying the emergency phone for a minimum of five (5) weeks of the year. Phone assignments will be voluntary if the five (5) week minimum is met; otherwise, Senior Management will assign the emergency phone as needed to meet the five (5) week minimum. Phone assignments will be in two (2) week increments when the number of assigned weeks is divisible by two. An emergency call does not require the level of emergency required for Senior Management to change a work schedule.
  - b. Information Systems Analysts assigned to carry the emergency phone (the "assigned employee") are not required to remain at home while carrying the emergency phone, but the assigned employee shall remain within the service area

of the phone, and able to report to the County work site within two (2) hours from the emergency call. When a call comes in on the emergency phone, the assigned employee is responsible for assessing the situation, determining whether the situation is indeed an emergency, and determining the appropriate course of action. The assigned employee may call in a member of the Information Technology Department from a rotational list, or a service contractor, to respond to the emergency call and timely address the problem.

c. The assigned employee will be paid One Hundred and No/100 Dollars (\$100.00) for each week the assigned employee carries the phone. This payment will be included in the assigned employee's paycheck and subject to all standard payroll deductions.

d. Not all calls will require the assigned employee to travel to specific County locations. If the assigned employee needs to travel to a County location, the assigned employee will contact Senior Management (or designated supervisor) for approval and will be paid in accordance with Article 14, as modified in Appendix B (Call Backs).

e. Effective with the first payroll cycle following the date of the last signature affixed to the CBA, Senior Management will sign up by seniority, each Information Systems Analyst for his/her first two consecutive (2) weeks of phone duty until each Information Systems Analyst has been listed, then the rotation starts over again.

## B. CONFIDENTIALITY REQUIREMENTS

The parties agree that all Information Systems Analysts shall be subject to confidentiality requirements, and sign a confidentiality agreement. Confidentiality requirements means that when the Information Technology Department Manager or Assistant Manager, and/or other elected officials/department managers, inclusive of the County Administrator, the Deputy County Administrator or the Prosecuting Attorney's Office, requests that information be processed through and/or is accessible by, the Information Technology Department, which involves the collective bargaining process, proposals and/or projections, grievances, ULPs, discipline, or any personnel matter, then said information shall remain strictly confidential as between the personnel processing the information and the requesting party (management). Confidential information is inclusive of projections of budgetary revenues and expenditures calculated as part of the budget preparation process of the Employer as requested by the management group responsible for preparation of the budget. Any violation of this confidentiality requirement shall subject Information Systems Analysts to disciplinary action up to and including discharge or termination pursuant to the CBA.