

RESOLUTION

2015 918

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2016-2018 AGREEMENT BETWEEN BENTON COUNTY AND AFSCME, AFL-CIO, LOCAL 2658B, COUNCIL 2, REPRESENTING APPRAISER EMPLOYEES.

WHEREAS, the Collective Bargaining Agreement between the parties has been reached between negotiators for Benton County and AFSCME, AFL-CIO, LOCAL 2658B to finalize the 2016-2018 CBA; and

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

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

Dated this 22 day of December, 2015.

JEROME DELVIN - ABSENT

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

COUNCIL 2, LOCAL 2658B

**Washington State Council of County and City Employees,
AFSCME, AFL-CIO**

Representing APPRAISERS

Original: Council 2, Local 2658B
Board of County Commissioners
Prosecuting Attorney's Office

cc: Assessor
County Administrator
Payroll
Personnel Resources Department

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PREAMBLE

This Agreement entered into by the County of Benton, hereinafter referred to as the Employer, and Local 2658, 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 previously 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 appraisers in the Benton County Assessor’s Office.

EXCLUDED: Elected officials, Administrative Assistant in the office, Chief Deputy Assessor, Residential Appraiser Supervisor, Commercial Appraiser Supervisor, and Agricultural Appraiser Supervisor, and all other employees of Benton County.

ARTICLE 2 – DUES

The Employer agrees to deduct dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted will be certified to the Employer by the Treasurer of Local 2658, 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 15th day of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

The 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

3.1 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. Any employee hired or assigned to the bargaining unit, shall on or after the 30th day following the beginning of such employment or inclusion within the bargaining unit, either join the Union or contribute monthly in an amount equivalent to the regular monthly dues of the Union to the Union, except as provided in Section 3.2.

- 3.2 Upon written proof of *bona fide* religious tenets, pursuant to RCW 41.56.122, a member may revoke payment of dues; however, in such cases, the employee shall be required to pay a similar amount of money monthly to a charity as provided by RCW 41.56.122. Those bargaining unit employees who assert that the payment of 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. The letter shall describe 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.
- 3.3 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

- 4.1 The Union recognizes and agrees the Employer has core management rights which the Employer has the unilateral right to decide and implement 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 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). The Employer has the right to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addenda to this Agreement and/or Memorandums of Agreement, shall be administered for the duration of this Agreement by the Employer as the Employer may determine. The Union agrees the Employer's core management rights include, but are not limited to, the following matters:
- (a) The right to establish lawful work rules and procedures.
 - (b) The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
 - (c) The right to hire, transfer, lay off and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.
 - (d) The right to discipline, suspend or discharge an employee for just cause as indicated in Article 19.

- (e) The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.
- (f) The parties understand that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer.
- (g) 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.
- (h) The right to take any and all types of actions as may be determined by management to be necessary in the event of emergencies. The Employer will determine whether or not an emergency exists. An emergency is a sudden or unexpected happening or situation that calls for action without delay.
- (i) The unilateral right to determine the budget at all times.
- (j) The right to close or liquidate an office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities.
- (k) Past Practice: The Employer has the right to change past practices as the Employer deems necessary. 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.

4.2 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 and the Elected Officials and/or Department Managers and the rights and obligations owed thereby to the electorate.

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 The official files are kept and maintained by the Personnel Resources Director. An employee shall have the right upon request to inspect his/her personnel file in the presence of the County Assessor or designee at a reasonable time during the work day and said request will be granted not later than one (1) day after the request. No material referring to the employee's 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.

- 5.2 An employee will have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure as provided for in this Agreement.
- 5.3 The non-criminal off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance. Also, if the employee is acting as a fee appraiser and has been determined to violate in part or in whole, the restriction of not performing fee appraisal work in Benton County, will also be subject to discipline.
- 5.4 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 its availability.
- 5.5 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.
- 5.6 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.
- 5.7 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, an employee whose work assignment is affected will be notified by circulating memorandum, and the new rule or procedure will 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.
- 5.8 Any employee who feels aggrieved by an unfair or discriminatory application of management rights may seek resolution through the grievance procedure.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 The parties recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be 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.

- 6.3 Through the procedures set forth in this Article, a grievance may be presented by an employee or the Employer accompanied by a representative, if desired.
- 6.4 Grievances shall be heard at reasonable times.
- 6.5 The parties agree that the stated time limits are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is agreed to in writing.
- 6.6 No grievance shall be valid unless it is submitted at Step 1 within twenty (20) working days after the occurrence of the event giving rise to the grievance or knowledge of its occurrence. If a grievance is not presented as specified, said grievance shall be considered forever waived. If, subsequent to filing the grievance, either party fails to meet these time limits or agreed time limit extension, the final resolution of the grievance shall be as stated by the last responding party.
- 6.7 The grievance procedure shall be as follows:

Step 1:

A grievance shall be presented in writing by the aggrieved employee to the Chief Deputy Assessor or his/her designee within twenty (20) working days following the occurrence of the event giving rise to the grievance or knowledge of its occurrence. The Chief Deputy Assessor or his/her designee shall respond to the grievance within twenty (20) working days.

If the grievance is not settled at the first step, the Chief Deputy Assessor or the aggrieved employee may submit the matter to Step 2.

Step 2:

If the grievance has not been resolved at Step 1, the aggrieved employee and/or their representative and/or the Chief Deputy Assessor or his/her designee may refer the dispute to Step 2, within twenty (20) working days of the response in Step 1. The grievance, in written form, shall be presented to the Elected Official or their designee. Thereafter, the Elected Official or designee shall respond in writing to the aggrieved employee and/or their representative, within twenty (20) working days after receipt of the grievance. If the Employer files a grievance against an employee, or the Union, it shall be presented to the Local Union President or Area Representative, within twenty (20) working days per Section 6.6 above. The Local Union President or Area Representative shall respond in writing to the Elected Official or designee, within twenty (20) working days after receipt of the grievance.

Step 3:

(a) Final and Binding Arbitration

If the grievance has not been resolved at Step 1 or Step 2, the aggrieved employee, the union or the Assessor or designee may refer the dispute to final and binding arbitration.

(b) Notice - Time Limitations

The submitting party shall notify the other party in writing within twenty (20) working days after the receipt of the Step 1 or Step 2 response.

(c) Arbitrator – Selection

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

i. The parties will attempt to select an arbitrator within twenty (20) working days after receipt of the written notice of submission to arbitration. Thereafter, a hearing of the matter shall be conducted at the earliest possible date. If the parties cannot agree on an arbitrator, the following procedure will be applicable.

ii. In the event either party does not agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, “copying” the other party with the written request. 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 panel, then the two (2) parties will meet and flip a coin. The losing party will exercise the first strike of one (1) name from the panel and communicate that party’s choice to the other party. The winning party will then strike one (1) name from said panel and so forth, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name will be the arbitrator and will be notified of his/her selection as the arbitrator by the party advancing the grievance to arbitration, copying the other party on the notice.

(d) Decision - Time Limit: The arbitrator will hear the matter as soon as the parties and the arbitrator can agree. After the hearing is completed, the arbitrator will enter a decision within thirty (30) calendar days, unless an extension of time is agreed to at the end of the hearing.

(e) Limitations, Scope and Power of Arbitration Panel

- 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 without limitation, attorney fees and witness costs.
- iv. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
- v. In the event that either party evaluates the arbitrator's decision, opinion and/or award, and determines that the arbitration award was beyond the jurisdiction of the arbitrator, the award may be appealed to Superior Court.

- 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 shall become effective only when signed by designated representatives of the Union and the Employer.
- 7.3 The Employer agrees to allow two (2) shop stewards (one (1) from the Kennewick office and one (1) from the Prosser office) representing the Union. The Employer agrees to allow two (2) representatives, to be granted leave without loss of pay for collective bargaining sessions and/or labor-management meetings between the Employer and the Union. The Employer agrees that two (2) members of the bargaining unit may participate in the collective bargaining process and/or labor-management meetings without loss of pay.

ARTICLE 8 – TIMETABLE

- 8.1 The parties agree that this Collective Bargaining Agreement will cover the period from January 1, 2016, until December 31, 2018.
- 8.2 The parties agree that a target schedule for negotiations between the parties with respect to a 2019 Collective Bargaining Agreement is as follows:
 - (a) The Union submits its written proposal for language changes to the Employer by July 1, 2018.
 - (b) The Employer submits its response by August 1, 2018.
 - (c) Negotiations to begin as near September 1, 2018, as is mutually convenient.
 - (d) The parties may agree in writing to extend or shorten this timetable.
- 8.3 For years 2017 and 2018, two sections of this Agreement are open for limited negotiations: Section 22.2 (Wages) and Section 23.2(b) (Insurance Contribution). Opening dates will be no earlier than October 1st of each year. No other articles or provisions of this Agreement are subject to negotiation until the dates specified in Section 8.2.

ARTICLE 9 – NON-DISCRIMINATION

- 9.1 The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), marital status, sexual orientation, race, color, creed, religion, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, as provided by law, 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 and the United States.

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

ARTICLE 11 – SAVINGS CLAUSE

If an article or section of this Agreement or any addendum thereto is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section is restrained by such tribunal, the remainder of this Agreement and addendum will 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 leave without pay. Compensation for any month in which leave without pay 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. Employees will be paid monthly, not later than the fifth (5th) day of the following calendar month. Draw-pay provisions exist which permit partial payment at mid-month on request, provided the employee has worked the majority of the month. Employer will provide employees and the Union at least thirty (30) days advance notice of a change in the Pay Day.

ARTICLE 13 – HOLIDAYS

13.1 The following are paid holidays:

New Year's Day	January 1 st
Martin Luther King Jr.'s Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday aAfter Thanksgiving	
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

Employees will be paid eight (8) hours for each Holiday listed. 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 shall be entitled to one (1) eight (8) hour floating holiday per year after six (6) months of employment. In order for an employee to use the floating holiday, he/she must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.
- 13.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
- 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 the rate of one and one-half (1.5) times the employee's hourly rate, in addition to eight (8) hours of holiday pay. There is not pyramiding of overtime and time and one-half (1.5x) holiday pay.
- 13.5 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, annual or sick leave will not be charged for such holiday.
- 13.6 In the event the Employer implements a four (4) day work week of ten (10) hour work days, a week during which a holiday falls will revert to a five (5) day work week of eight (8) hour days.

ARTICLE 14 – HOURS OF WORK – OVERTIME

14.1 The normal work day is from 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch except in the event of an emergency.

- 14.2 The seven (7) day work period begins on Monday. The normal work week is comprised of five (5) consecutive work days, Monday through Friday, except in the event of an emergency. The Assessor may offer flex-time schedules.
- 14.3 The normal work month will comprise whatever total number of normal work days result from a regular scheduling of five (5) consecutive days per week, except in the event of an emergency. The Assessor may offer flex-time schedules.
- 14.4 The Employer may unilaterally change work hours and days. Employer must provide five (5) working days' notice of a permanent change in schedule to the affected employee(s).
- 14.5 In the event of an emergency as determined by the Employer, the Employer may change work hours, work days, work weeks and/or the work month if necessary to meet the public's service demands.
- 14.6 Employer reserves the right to change the work day and work week to four (4) ten (10) hour days if Employer determines it necessary or expedient to do so. Employer will notify the Union in writing no less than fifteen (15) days before implementing the change. Notwithstanding, individual employees may elect and Employer may grant a ten (10) hour work day, four (4) day work week, on an individual basis. If the Employer elects to implement ten (10) hour shifts, this Agreement remains based on an eight (8) hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.
- 14.7 Overtime: An employee will be entitled to overtime if the employee has actually worked more than forty (40) hours. Hours of actual work in excess of forty (40) hours per week will be compensated at the rate of time and one half. The employee may request to receive compensatory time off at the overtime rate. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. If Management determines the requested compensatory time off would interfere with work requirements or providing public services, the overtime will be paid. No employee shall accumulate more than forty (40) hours of compensatory time at any time during the year. Compensatory time will 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 will be paid to the employee.
- 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.
- 14.8 Time Not Worked: Vacations, sick leave, holidays, jury duty, military leave, medical leave, maternity leaves, travel time and/or leaves of absence shall not constitute time worked.
- 14.9 Mileage: The Employer provides transportation to employees for the conduct of only official Employer business. Appraisers assigned to work in the field away from the office will be furnished an Employer car or shall be reimbursed for the use of their personal

automobiles at the rate determined by Resolution of the Board of County Commissioners for all work related vehicle usage. Transportation is not provided to the employee to commute to/from the employee's home and the office.

ARTICLE 15 – JURY DUTY - MILITARY LEAVE

- 15.1 Employees who are members of the Military Reserve or National Guard will be granted leave for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive his or her normal pay. This provision is subject to applicable State and Federal laws.
- 15.2 Employees called to jury duty will provide a copy of their jury notification to his/her supervisor the first working day following receipt. Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay, but will receive his/her regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay. It will be the employee's responsibility to present satisfactory evidence of serving on jury duty, and the amount of jury pay received. 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 his/her supervisor for instructions.

ARTICLE 16 – LEAVE OF ABSENCE WITHOUT PAY

- 16.1 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. 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. To apply for any leave, the employee will complete the Personnel Action Form and submit it to the employee's immediate supervisor in a timely manner as specified by management.
- 16.2 While on leave of absence without pay that is not FMLA leave, the Employer's contribution toward the employee's insurance premiums will cease, and the employee will be eligible for COBRA benefits. The employee's accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on 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.

- 16.3 No leave without pay will be granted to any employee until he/she has first used all vacation leave accruals. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.
- 16.4 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.
- 16.5 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 17 – TYPES OF EMPLOYMENT

- 17.1 **Regular Employee:** All employees in the bargaining unit working full-time or part-time other than temporary employees.
- 17.2 **Full-Time Employee:** An employee working forty (40) hours per work week.
- 17.3 **Part-Time Employee:** An employee hired in a regular position 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 prorated sick leave, vacation leave and paid holidays, and no other benefits unless required by law.
- 17.4 **Probationary Employee:** An employee shall be on probation during the first six (6) months of full-time employment in each job classification and/or department. 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 another six (6) month period as determined by the Employer. All part-time employees shall serve a probationary period of one thousand, forty (1,040) hours. 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.
- Promotional Probation:** During the first six (6) weeks of the probationary period, the employee may revert to his/her previously held position, if available, subject to the approval of the Elected Official or Department Manager. The Elected Official or Department Manager shall be the sole determiner as to whether or not an employee fails to meet job standards within the trial service period. An employee at any time during the trial service period may be reverted if the Elected Official or Department Manager determines that said employee is not capable of meeting the job standards. After the first six (6) weeks of the trial service period, the employee may not revert to his/her former position.
- 17.5 **Temporary Employee:** An employee hired to fill a position either full-time, or part-time (up to 867 hours in any twelve (12) month period, which is the equivalent number of hours

for a full-time Temporary Employee per the CBA for five (5) months), not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year, (or any rolling twelve (12) month period for a part-time Temporary Employee per the CBA). Temporary employees are not entitled to fringe benefits described in this Agreement; *i.e.*, paid holidays, paid vacation, paid sick leave, insurance, etc. This five (5) consecutive calendar month period, if properly fulfilled, will count towards completion of the probationary period if the work performed by the temporary employee is similar to the work to be performed as a regular employee and the employee is hired as a regular employee within one (1) month of the temporary employment.

ARTICLE 18 – VACANCIES/JOB POSTING

- 18.1 Filling and posting vacant Appraiser bargaining unit positions shall be subject to the following provisions:
- (a) The Assessor shall first determine whether or not a job vacancy or new position will be available for current bargaining unit employees. If the Elected Official or Department Manager determines that the 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 departmental bulletin board a minimum of three (3) working days prior to the closing date for applications; or
 - (b) If the Assessor determines the vacancy or new position may be filled by an employee from any Employer's department/office, the Assessor may allow any employee to apply for the position. Notice of such openings will be posted on the Employer's website a minimum of three (3) working days prior to the closing date for application; or
 - (c) If the Assessor determines that he/she wishes to receive application from the public for vacant positions, then the public and any employee may submit an application in accordance with the following provisions: Notice of the opening will be published on the Employer's website and circulated by such means deemed appropriate by the Assessor, all of which shall provide a minimum of seven (7) days' notice prior to the closing date for applications.
- 18.2 A vacancy announcement will contain the position title and a brief description of the job duties and requirements.
- 18.3 If a vacancy occurs within nine (9) months of a previous vacancy of the same or similar position, the Assessor may proceed to interview any available applicant whose name appears on the list of qualified applicants for the previous vacancy.

ARTICLE 19 – DISCIPLINE

- 19.1 The Employer may verbally warn, reprimand, suspend without pay, demote or discharge an employee for just cause inclusive of but not limited to neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or departmental rules and/or regulations, violation of no strike clause, conflict of interest (off-duty activities v. job duties), abuse of sick leave and 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 The Employer may take any of the stated disciplinary actions. The Employer is not restricted to taking disciplinary action by way of progression from Step (a) through Step (e) referenced in Section 19.2 hereinabove, but rather the Employer may choose any one (1) and/or combination of said disciplinary actions depending on the nature and severity of the incident giving rise to the disciplinary action.
- 19.4 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specific charges shall be given to the employee in writing during a meeting with his/her management. The Union shall also be notified of these charges.
- 19.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer without cause and without recourse at any time during the probationary period. The Employer may suspend an employee with pay or place an employee on paid administrative leave pending an investigation into allegations of misconduct. Such a suspension is not a disciplinary action and may not be grieved. If Employer determines the charges are valid, appropriate disciplinary action may be taken. If the Employer determines the charges are not valid, the employee will be restored to duty. If no disciplinary action results, documentation regarding the suspension with pay will only be kept in the personnel file for payroll and bookkeeping purposes. Suspension with pay in any week that the employee performed any work for the Employer will not count as time worked for overtime purposes.

- (a) In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) and potential discipline in writing. At the conclusion of the Employer's investigation, the Employer will hold a pre-disciplinary meeting to provide the employee and the 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 is approved by the Employer. The Employer shall promptly determine whether to proceed with disciplinary action.
- (b) 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 meeting with the employee and Union is necessary for an oral and/or written reprimand.

ARTICLE 20 – ANNUAL LEAVE

20.1 Annual leave with pay (vacation) is earned at the following monthly rates depending on the employee's length of service with Benton County:

<u>Years of Service</u>	<u>Working Hours Leave Per Month or Major Portion Thereof</u>
1 through 5	10.0
6 through 10	12.0
11 through 15	15.0
16 through 19	16.5
20 and over	18

20.2 Annual Leave credit will be accumulated during the first six (6) months of regular full-time employment with the County; however, it may not be used in the first six (6) months. During the seventh (7th) month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. To use vacation, an employee must request and the Employer approve the vacation in advance.

NOTE: Monthly accrual shall credit after completing a major portion of a month of continuous service, including employees on paid leave status.

20.3 Annual leave may be accumulated during the first one thousand, forty (1,040) hours of regular part-time service with the Employer; however it may not be used in the first six (6) months. After one thousand, forty (1,040) hours, vacation may be allowed up to the limits

of the amount earned. Annual leave credited in any month of service after the first one thousand, forty (1,040) hours worked, may be taken during the month earned or any subsequent month. To use vacation, an employee must request and the Employer approve the vacation in advance.

- 20.4 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(80) hours of annual leave since December 1st of the previous calendar year, through November of the current calendar year. Employees with twenty (20) or more years of service with the Employer may cash out twenty (20), forty (40), or eighty (80) hours. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing will be included in the eighty (80) hours used to qualify for a cash out.
- 20.5 Total accumulated annual leave will not exceed two hundred, forty (240) hours at any time. However, an employee hired after January 1, 2002, will not be entitled to accrue more than two hundred (200) hours of annual leave.
- 20.6 Only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand, forty (1,040) hours of service will upon separation from Benton County for any reason be allowed to cash in up to a maximum accumulation of two hundred forty (240) hours of annual leave, or two hundred (200) hours, depending upon the date of hire, at the rate of basic monthly salary divided by one hundred, seventy-three and one-third (173.33) hours.
- 20.7 Management shall schedule employee vacation time in a manner that will least interfere with the functions of the department/office.

ARTICLE 21 – SICK LEAVE

- 21.1 Eligibility for sick leave use shall commence at the completion of a major portion of a month of continuous service, including employees on paid leave status.

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

- 21.2 Employees shall earn paid sick leave credit at the rate of eight (8) hours per month of continuous service (ninety-six (96) hours per year) with a maximum accumulation of one thousand, forty (1,040) hours.
- 21.3 Paid sick leave may be taken for the following reasons, when the facts are established by the employee to the satisfaction of the Employer:

- (a) Because of and during illness or injury incapacitating the employee to perform 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 (defined in Section 21.4 below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 21.4, below) who has a serious health condition or an emergency condition (eligible employees may use any or all employee's sick leave or any other paid time off to care for a member of the employee's immediate family), or
- (d) Bereavement Leave: Death in the immediate family (defined below) - (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 the following purposes that cannot be arranged 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.
- (f) Death of a friend or relative not meeting the definition of immediate family in Section 21.4 below, one (1) day maximum per death.

21.4 "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;

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

- (b) Spouse: The husband or wife of the employee;
- (c) Parent: A biological parent of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child;
- (d) Parent-in-Law: Parent of the spouse of the employee;
- (e) Grandparent: A parent of a parent of the employee;
- (f) Brother or Sister: A biological or adopted brother or sister of the employee; and,

(g) Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

21.5 Sickness shall be reported to the office or 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.

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

Before being eligible to return to work, the employee will be required to provide satisfactory evidence, and if determined necessary by the Employer, will be required to provide a doctor's statement explaining that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

21.7 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 Washington law.

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

(a) Employees hired before August 1, 1992, will be paid for fifty percent (50%) of unused sick leave on voluntary termination or retirement from Benton County. For retirement, Employer makes this payment into 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's retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for twenty-five percent (25%) of their unused sick leave. For voluntary termination or death, such payment shall be limited to employees with ten (10) or more years service. Payment at voluntary termination, retirement, or death shall not exceed Three Thousand Dollars (\$3,000.00).

- (c) An employee terminated for cause will not receive payment for unused sick leave. 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.

21.9 Sick Leave Incentive: Employee sick leave use will be periodically reviewed. Regular full-time employees who have not used any sick leave in the preceding twelve (12) months (e.g., from September 1st through August 31st) and have been continuously employed during the entire twelve (12) months, will be allowed to convert a maximum of twenty-four (24) hours of sick leave to eight (8) hours of annual leave. The 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. Once exercised, this option is not available to the employee for another twelve (12) months.

ARTICLE 22 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

22.1 A new employee is defined as a first time employee of Benton County or a prior county employee with one (1) or more year's separation from service with the Employer.

22.2 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 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 1st of each year.

22.3 The pay plan shall be administered in accordance with the following provisions:

(a) The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". New pay steps will be implemented on the first day of the month following either successful completion of the probationary period, or successful completion of the performance review period. Eligibility for each step increase will be subject to a written performance appraisal documenting successful performance during the probationary period, or during a normal step period.

(b) Entrance Pay Rate - Persons hired to fill vacant positions may be hired at pay step A or B of the pay grade for the classification in which they are hired. Persons hired may be paid at a pay step higher than Step B, based on related experience, education and qualifications relating to the position subject to prior written approval by the Board of County Commissioners.

- (i) If an employee begins at Step A the employee shall remain in 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 documented by a performance appraisal. Regular part time employees must remain in Step A for a minimum of one thousand, forty (1,040) hours or more before they may move to the next step; subject to successfully completing their probationary period.
- (ii) If an employee begins at Step B or above, 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 successfully completing their six (6) month probationary period documented in a performance appraisal, and six (6) additional months of successful service similarly documented. Regular part time employees must remain in Step B for a minimum of two thousand, eighty (2,080) hours or more before becoming eligible to move to the next step; and subject to successfully completing their probationary period of one thousand, forty (1,040) hours and one thousand, forty (1,040) hours of additional service.
- (c) Subsequent Pay Steps - To be eligible for subsequent steps from Step B (except if Step B is the probationary Step) to Step I, an employee shall serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step; and eligibility for movement shall be subject to successful job performance documented in a performance appraisal. If an employee begins at Step B or higher, the employee shall serve a six (6) month probationary period. Once reaching Step I, an employee will be subject to annual written performance appraisals that establish satisfactory service in order to continue in Step I. If an employee fails to maintain a satisfactory performance level the employee will be returned to Step H for the next consecutive twelve (12) month period.
- (d) These provisions only apply to the horizontal progression throughout the pay plan (*i.e.*, movement from Steps A to Step B to Step C etc., of a single grade) and does not imply or impact vertical progression through the pay plan, for example from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.
- (e) An employee denied a step increase due to unsatisfactory performance will be given a written performance appraisal explaining the reasons the step increase was denied. The employee will not be eligible for further consideration for a step increase for a period of at least twelve (12) consecutive months from the date of denial. Denials are subject to the grievance procedure up to Step 3.
- (f) Promotion. Promotions are subject to the determination of the Assessor. 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 (1) 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.

- (g) Trainee Appraisers - An employee will be a Grade 8 trainee until becoming an accredited appraiser, at which time the employee will be placed at the appropriate grade for the position for which he/she was hired. If the trainee does not attain accreditation within one (1) year from his/her date of employment, then he/she shall be terminated without recourse. However, due to possible scheduling problems, the County Assessor has the sole authority to extend employment on a case-by-case basis. Promotion is subject to the Assessor's determination as to whether there is a *bona fide* need for an employee in any of those classifications exists and the existence of a vacancy.

- 22.4 Lateral Transfer - moving from one position to another within the same pay grade (*i.e.*, Grade 4 to Grade 4). Any employee laterally transferred will maintain the same pay step within the grade (*i.e.*, if Step C, employee stays at Step C).
- 22.5 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.

ARTICLE 23 – INSURANCE BENEFITS

- 23.1 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 elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amount reflected in Section 23.2. Employees may change their plan options annually during the Employer's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Appraisers' Union has elected to have Twenty-Four Thousand Dollars (\$24,000) face value life insurance coverage.

The Employer contribution indicated in Section 23.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward

any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

23.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) and Group Health Options as the medical and hospital plans for medical insurance 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 Dollars (\$1,133.60) per month, as follows:

1. The Employer agrees to pay up to a maximum of One Thousand, One Hundred, Eighteen and 60/100 Dollars (\$1,118.60) per month towards medical, dental, vision, and life insurance coverage.
2. The Employer agrees to pay Fifteen Dollars (\$15.00) per month into the employees' VEBA accounts. This VEBA contribution is in exchange for a reduction in the Employer insurance contribution by Fifteen Dollars (\$15.00) per month.

(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 1st of each year.

23.3 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 2nd through the 31st, coverage begins the 1st of the following month. If the first day of the month falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first day of that 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.

23.4 If the insurance company or companies providing the benefits described above notifies the Employer of changes in benefit levels, Employer will notify the Union and employees of the changes prior to their implementation.

23.5 The Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

ARTICLE 24 – RETIREMENT

24.1 All employees will be covered by the Public Employees Retirement System in accordance with State statute.

24.2 The Employer shall maintain Social Security for the employees covered by this Agreement.

ARTICLE 25 – LEAVE SHARING

25.1 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 family or medical emergency, a lengthy illness, or injuries, or a qualifying event/condition under the Family and Medical Leave Act. The transfer of annual leave shall be implemented as provided in this article, provided current Employer policies control in the event of a conflict with Employer policy(ies) on Voluntary Transfer of Annual Leave .

25.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include compensatory time or any other accrued paid leave time. Accrued paid leave time is defined as vacation, sick leave, compensatory time, and any other accumulated paid leave time.

25.3 Policy: Leave sharing shall be implemented as follows:

- (a) The recipient employee shall exhaust all accrued paid leave, or be able to demonstrate that all accrued paid leave will soon be exhausted before being eligible to receive any transferred annual leave.
- (b) The transferring party must either:
 - (1) Have taken at least forty (40) hours of annual leave in the previous twelve (12) months, or
 - (2) Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

- (c) All requests for transfer of annual leave shall be submitted on a Voluntary Transfer of Annual Leave Request form to the Elected Official(s) or Department Director(s) for each party. Each request shall include:
 - (1) The amount of leave to be transferred;
 - (2) The names, signatures, and departments of the employees donating and receiving the transfer; and
 - (3) A statement that the receiving party has exhausted, or the date by which the employee will exhaust, all accrued paid leave.
- (d) Approval of the transfer is at the discretion of the applicable Elected Official(s) or Department Manager(s). If the transfer is approved, the applicable Elected Official(s) or Department Manager(s) shall sign the request and submit it to the Benton County Auditor's Office for processing, with a copy to the Benton County 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 receiving party'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 apiece 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 County by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if possible, to the employee(s) who donated the leave. The return of unused leave share will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour. Determinations regarding the distribution of unused returned leave shall be at the discretion of the applicable Department Manager or Elected Official.
- (g) Leave sharing shall not apply to probationary employees.
- (h) Donation and return of annual leave is based solely on the number of hours, not on the donating and/or receiving employee's wages. The names of employees donating leave will be kept confidential and not be disclosed.

ARTICLE 26 – LAYOFF AND RECALL

- 26.1 The Union recognizes that Employer is solely responsible for determining when layoffs are necessary. The Employer may lay off employees when such action is determined necessary due to a lack of work, lack of funds and/or reorganization.
- 26.2 Employer shall give as much notice as practicable to designated employees and the Union.
- 26.3 The Employer will lay off in accordance to Article 35- Seniority, within the affected job classification. Employees who remain within the unit must be able to fulfill job requirements. The determination as to whether or not remaining employees are capable of fulfilling job requirements shall be at the discretion of the Employer and shall not be grievable.
- A. In the event of a layoff, extra help/temporary employees in the affected classification shall be laid off before bargaining unit employees. This will not apply to interns or positions that are subject to other collective bargaining agreements.
 - B. If extra help/temporary employees are being utilized in a classification in the Office which is not affected by the layoff, the extra/help temporary work shall be offered to qualified bargaining unit employees who are affected by the layoff. The bargaining unit employees to whom the position is offered shall be determined by the Employer, and such determination shall not be grievable. This shall not apply to positions that are subject to other collective bargaining agreements.
- 26.4 The Employer will offer the following options, if available within the bargaining unit only, to an employee who receives a reduction-in-force notice:
- A. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at the same pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the Employer than the occupant being bumped, shall meet the minimum qualifications for the position with minimal additional training as solely determined by the Employer, and shall either have previously held the position or have demonstrable familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.
 - B. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at a lower pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the Employer than the occupant being bumped, shall meet the minimum qualifications for the position with no additional training, and shall either have previously held the position or have demonstrable

familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.

- C. If an employee is permitted to bump an occupant as outlined above, the employee shall be required to complete the six (6) month probation in compliance with other sections of this Agreement.

26.5 No new employees within the laid off job classification shall be hired by the Employer until available employees placed on layoff have been offered re-employment, provided the layoff period does not exceed one (1) year and that the employees keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within three (3) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within thirty (30) days of acceptance of said offer or forfeit all call back rights under this Article.

26.6 Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave provided all other provision of this Article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her six (6) months probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the employer as a result of the layoff.

ARTICLE 27 – NO STRIKE AND NO LOCKOUT

27.1 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 employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. 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 engage in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer. The determination as to whether disciplinary action will be taken is left to the sole discretion of the Employer.

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

ARTICLE 28 – NEPOTISM RESTRICTIONS

28.1 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 reasonable 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.

28.2 Persons affected by the terms of the preceding sections will 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 using a gender neutral standard in making such a decision.

28.3 The foregoing restrictions will not have any effect on persons employed by Benton County at the time of the adoption of this section.

28.4 Definitions:

- (a) "Family member" means the husband or wife or a person living as husband or wife of a job applicant or employee, or a job applicant or employee'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 or employee.

ARTICLE 29 – COMPENSABLE-ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in his/her absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, his/her accumulated sick leave and/or annual leave will apply toward the base wage difference between the time loss payment and his/her normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, he/she will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation 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 30 – LABOR MANAGEMENT RELATIONS

- 30.1 The purpose of this article is to promote harmonious relations, ensure collective bargaining, cooperation and understanding between the Employer and its employees. A Labor Management committee will be established consisting of one (1) Union member chosen by the Union and one (1) Management member chosen by the County Assessor.
- 30.2 The Labor Management Committee will schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by either party. Requests will be in writing and contain the item(s) or topic(s) to be discussed.
- 30.3 Disposition of matters covered in the Labor Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement but, will approach the matter(s) at issue with a commitment to problem-solving.

ARTICLE 31 – EDUCATION ASSISTANCE

- 31.1 The Employer may reimburse a portion of an employee's tuition for pre-approved "off-duty" classes and/or course subject to the following provisions:
 - (a) The class and/or course requires prior written approval.
 - (b) Any class and/or course shall be directly related and/or contribute to the employee's current position or next logical professional progression in the Benton County Assessor's Office. The County Assessor will determine which class and/or courses are considered directly related and/or contribute to the employee's position.
 - (c) All costs associated with the class and/or course must be prepaid by the employee. The employee will obtain an official receipt for the tuition at the time of payment and retain it for reimbursement at 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 such documentation to the County Assessor, the Employer will reimburse the employee the appropriate percentage of their tuition.

- 31.2 Classes and/or course designated by the Assessor as directly related shall be reimbursed at eighty percent (80%) of the tuition paid. Those designated as only contributory shall be reimbursed at forty percent (40%) of tuition paid.
- 31.3 The Assessor's decisions under the provisions of this Article will be final and binding on all parties. Education assistance is subject to the budgetary constraints on education assistance funding.
- 31.4 Special Licenses and Certifications:
- (a) For employees who obtain or renew the license and/or certification of a state certified general real estate appraiser, a state certified residential real estate appraiser, or a state certified licensed real estate appraiser, the Employer agrees to reimburse up to three (3) employees per calendar year for the licensing fee or renewal fee, on an annual or bi-annual basis (whichever is applicable).
 - (b) As a condition of receiving this reimbursement, the employee must certify in writing that if the employee leaves employment with the Assessor's Office within two (2) years after the reimbursement, the employee will reimburse the monies back to the Employer through payroll deduction from his/her paycheck, including the final paycheck if the employee is leaving employment with the Employer.
 - (c) Request for reimbursement must be submitted to the Assessor and must include documentation that the employee holds the license or certification and documentation of the amount the employee has paid for the license or certification.
 - (d) To qualify for this reimbursement, the employee must have been employed by the Assessor's Office for two (2) consecutive years prior to the request for reimbursement. For employees meeting this two (2) year requirement, eligibility for the reimbursement will be at the sole discretion of the Assessor. If local, state, or federal law mandates such licensing of all the mass appraisers, then all the mass appraisers in the Assessor's Office will receive reimbursement from the Employer for the licensing/renewal fee.

ARTICLE 32 – POSITION CLASSIFICATION DESCRIPTIONS

The Personnel Resources Department maintains the classification descriptions, utilizing the established format, including writing new classification descriptions and updates for existing 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 classification descriptions, including assigned grades and title, are kept on file within the Personnel Resources Department.

ARTICLE 33 – TERM OF AGREEMENT

- 33.1 This Agreement is effective January 1, 2016, except as otherwise provided, and shall remain in effect until the 31st day of December, 2018, except as provided for in Section 33.3, below. Any and all salary or pay increases and/or benefit increases shall not be applicable to those employees who were not employed by Benton County on the date last signed below.
- 33.2 If the parties have not reached agreement pursuant to provisions of the Article pertaining to timetable, then either party may request a mediator from the Public Employment Relations Commission. The determination of the mediator from the Public Employment Relations Commission shall be advisory only and not binding on either party.
- 33.3 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.

ARTICLE 34 – ENTIRE AGREEMENT

This document constitutes the complete agreement by and between the parties and no other agreements and/or understandings, written or otherwise, prior to or simultaneous with the signing of this Agreement will 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.

ARTICLE 35 – SENIORITY

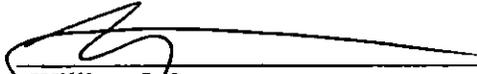
Seniority is defined as the employee’s length of time in the bargaining unit in a full time, benefitted position.

The Employer acknowledges that seniority within the office is one of the factors to be considered during employee advancement or layoffs within the unit. In matters of promotions, the filling of new positions, out of class pay opportunities, or layoffs, the Employer agrees to consider seniority within the unit 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.

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

BENTON COUNTY ASSESSOR

**WSCCCE, AFSCME, AFL/CIO
Local 2658, COUNCIL 2**

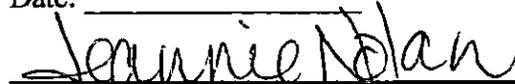


William J. Spencer



Kevin Dougherty, Area Representative

Date: 12/21/2015

Date: _____


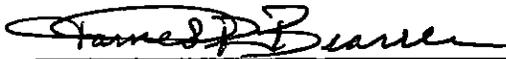
Jeannie Nolan
President

Date: 12/18/15

**BOARD OF BENTON COUNTY
COMMISSIONERS
JEROME DELVIN - ABSENT**

Chair

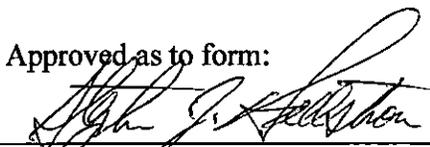

Member



Member

Attest:


Clerk to the Board
Date: 12/22/15

Approved as to form:


Stephen J. Hallstrom
Deputy Prosecuting Attorney

APPENDIX A

2013 SALARY SCHEDULE

2013 - 2015
 Agreement by and between
 Board of Benton County Commissioners
 and
 Local 2658, Council 2
 American Federation of State, County and
 Municipal Employees, AFL-CIO

COVERING APPRAISERS

GRADE	STEPS in \$....								
	A	B	C	D	E	F	G	H	I
15	4079	4161	4307	4458	4614	4775	4942	5115	5294
13	3700	3774	3906	4043	4185	4331	4483	4640	4802
12	3525	3595	3721	3851	3986	4126	4270	4419	4574
11	3357	3424	3544	3668	3796	3929	4067	4209	4356
10	3197	3261	3375	3493	3615	3742	3873	4009	4149
8	2889	2957	3051	3168	3279	3394	3513	3636	3763

Senior Commercial	15
Senior Farm	13
Senior Residential	13
Sales Analyst	13
Auditor	12
Commercial	12
Farm	11
Residential	10
Appraiser Trainee	8

cc: Assessor's Office, Payroll, Personnel, Kevin Dougherty and Stephen Hallstrom

Commissioners' Office - 01/13