

# RESOLUTION 2024-0868

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE 2025-2027 AGREEMENT BETWEEN BENTON COUNTY AND COUNCIL 2, LOCAL 2658B, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, REPRESENTING APPRAISERS**

**WHEREAS**, negotiators for Benton County have negotiated and reached an agreement with Council 2, Local 2658B, representing Appraisers, for the 2025-2027 Collective Bargaining Agreement; **NOW THEREFORE**,

**BE IT RESOLVED**, the Benton County Commissioners approve the 2025-2027 Collective Bargaining Agreement between Benton County and Council 2, Local 2658B, Washington State Council of County and City Employees, representing Appraisers as negotiated and are authorized to sign the same.

Dated this 10th day of December, 2024.

Jerome Delvin Absent

Chairman of the Board

DocuSigned by:

*Michael Alvarez*

D6C8F57E34874E4...

Chair Pro Tem

DocuSigned by:

*Will McKay*

135987D704E74CF...

Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

DocuSigned by:

*Amanda Pearson*

34825A975E034CE...

Attest.....

Clerk of the Board



**2025- 2027 AGREEMENT**

**Between**

**BENTON COUNTY**

**And**

**COUNCIL 2, LOCAL 2658B**

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

**Representing APPRAISERS**

CC: Council 2, Local 2658B  
Board of County Commissioners  
Prosecuting Attorney's Office  
Assessor  
Payroll  
Human Resources Department

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**PREAMBLE**

This Agreement (contract, Collective Bargaining Agreement, or CBA), entered into by the County of Benton, hereinafter referred to as the Employer or the County, 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 – TIMETABLE**

- 1.1 The parties agree that this Collective Bargaining Agreement will cover the period from January 1, 2025, until December 31, 2027.
- 1.2 The parties agree to begin scheduling negotiations for a successor Agreement, if required, by September 1<sup>st</sup> or as soon thereafter as the parties agree.

**ARTICLE 2 – 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 and part-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, Agricultural Appraiser Supervisor, and all other employees of Benton County.

**ARTICLE 3 – 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/codes 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 4 – EMPLOYEE RIGHTS**

- 4.1 The official files are kept and maintained by the Assessor’s Office. An employee shall have the right upon request to inspect their 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 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 their comments. A copy of any entry to the employee's file will be given to the employee.

- 4.2 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.
- 4.3 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, however, 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, the employee will be subject to discipline.
- 4.4 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.
- 4.5 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.
- 4.6 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.
- 4.7 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.
- 4.8 Any employee who feels aggrieved by an unfair or discriminatory application of Management rights may seek resolution through the grievance procedure.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.1 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 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 17.
- (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 30-day time frame, prior to the Employer implementing a change.

5.2 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 Assessor and the rights and obligations owed thereby to the electorate.

#### **ARTICLE 6 – NO STRIKE AND NO LOCKOUT**

6.1 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 the employee 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.

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

#### **ARTICLE 7 – HOURS OF WORK – OVERTIME**

7.1 The normal work day is from 8:00 a.m. to 5:00 p.m. with a one hour lunch except in the event of an emergency if an eight-hour schedule is implemented.

- (a) Rest period of 15 minutes will be permitted as work demands allow and as designated at or near the midpoint of each half work day.

7.2 The seven day work period begins on Sunday. The normal work week is comprised of five consecutive work days, Monday through Friday, or four consecutive work days if a 10-hour schedule is implemented, except in the event of an emergency. The Assessor may offer flex-time schedules.

- 7.4 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.
- 7.5 The Employer reserves the right to change the work day and work week to either four 10-hour days or five eight-hour days if the Employer determines it necessary or expedient to do so. Employer will notify the Union in writing no less than 10 business days before implementing the change. If the Employer elects to implement 10-hour shifts, this Agreement remains based on an eight hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.
- 7.6 Overtime: An employee will be entitled to overtime if the employee has actually worked more than 40 hours. Hours of actual work in excess of 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 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 separation of employment, at the employee's then regular rate of pay.
- 7.7 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.
- 7.8 Mileage: The Employer provides transportation to employees for conducting 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 for the employee to commute to/from the employee's home and their assigned work station.

## **ARTICLE 8 – PAY PLAN PROCEDURES AND SALARY SCHEDULE**

- 8.1 A new employee is defined as a first-time employee of Benton County or a prior county employee with one or more year's separation from service with the Employer.
- 8.2 Effective January 1, 2025, the Compensation Study Pay Matrix will be adopted, and employees will be placed at the step in the new grade that affords them an increase. Employees will retain their existing anniversary dates. Employees who are over the rate

of the top step for the new grade will have their pay frozen until such time as the highest step in the assigned pay grade is the same or higher than their frozen rate of pay. Employees who are placed at Step A of the new pay grade will be eligible for a step increase to Step B on their anniversary date, or after six months in Step A of the new grade, whichever is sooner.

Effective January 1, 2025, Christopher Dugan (position #1117) will be placed at Grade 115, Step B, and their anniversary date will be changed to January 1.

Effective January 1, 2025, the Compensation Study Pay Matrix will be increased by three percent.

Effective January 1, 2026, the 2025 Pay Matrix will be increased by three percent.

Effective January 1, 2027, the 2026 Pay Matrix will be increased by three percent.

This calculation and process shall be determined and established by the Benton County Commissioner’s Office.

- 8.3 For 2025 only, employees will be provided with the option to advance some of their wages, to be paid back to the Employer, via payroll deduction, by April 29, 2025. The optional payment will be made in January 2025 and employees will be provided with the following payment options and corresponding repayment schedule:

<u>Advance Amount</u>	<u>Deduction Amount (7 paychecks)</u>
\$700	\$100
\$525	\$ 75
\$350	\$ 50
\$175	\$ 25

Advance requests will be made on a form provided by the County and employees agree that if they separate employment from Benton County prior to April 29, 2025, any remaining balance owed shall be deducted from the final paycheck. If the employee’s final paycheck is insufficient to repay the balance, the employee will remit payment to the Benton County Human Resources Department within 14 days of their date of separation.

- 8.4 The pay plan shall be administered in accordance with the following provisions:
  - (a) The pay plan consists of nine steps to be referenced as Steps “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, and “I”. New pay steps will be implemented 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 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 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 consecutive months before becoming eligible to move to the next step, subject to successfully completing their six month probationary period documented in a performance appraisal, and six additional months of successful service similarly documented. Regular part time employees must remain in Step B for a minimum of 2,080 hours or more before becoming eligible to move to the next step; and subject to successfully completing their probationary period of 1,040 hours and 1,040hours 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 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.
- (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 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. An employee promoted to a new classification will be placed at the step in the new grade that gives the employee no less than a five percent increase. The promoted employee will be assigned a new anniversary date consistent with the date of the promotion. An employee promoted to an A step is eligible for a step increase in six months from the new anniversary date, in accordance with Article 8.4(b).
- (g) Trainee Appraisers - An employee will be a Grade 110 trainee until becoming an accredited appraiser, at which time the employee will be placed at the appropriate grade for the position for which they were hired. If the trainee does not attain accreditation within one year from their date of employment, then the employee 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.

8.5 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).

8.6 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. The employee will be given a new anniversary date.

8.7 In the event the Benton County Courthouse Unit receives a bilingual incentive, the same incentive will be applied to the Appraisers Unit.

## **ARTICLE 9 – INSURANCE BENEFITS**

9.1 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 below. 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 \$24,000 face value life insurance coverage.

The Employer contribution indicated below 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 HRA 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.

- 9.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) medical plan, UEBT dental plan D8, UEBT vision plan V3, and a Washington Counties Insurance Fund (WCIF) plan for medical coverage to all employees.

Effective January 1, 2025, the Employer agrees to pay up to a maximum of \$1,191.60.

Effective January 1, 2026, the Employer agrees to pay up to five percent based on the 2025 baseline of \$1,191.60 per month. Any increases in UEBT premiums over the 2025 baseline of five percent or more shall be borne by the employee. In the event the premium is reduced, the Employer will reduce the contribution amount. In the event rates increase 15% or more over the 2025 baseline, this Article will be open for limited negotiations.

Effective January 1, 2027, the Employer agrees to pay up to five percent based on the 2026 baseline. Any increases in UEBT premiums over the 2026 baseline of five percent or more shall be borne by the employee. In the event the premium is reduced, the Employer will reduce the contribution amount. In the event rates increase 15% or more over the 2026 baseline, this Article will be open for limited negotiations.

- 9.3 For UEBT coverage, the employee is eligible if the employee is a regular full-time employee, or eligible for healthcare coverage as required by state or federal law, and had 40 or more compensable hours (worked, vacation, sick leave, holiday pay) in the previous calendar month.

For WCIF coverage, if the employee is hired on the first of the month, coverage begins on the date of hire. If the employee is hired after the first of the month, coverage begins on the first 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 worked at least 40 or more compensable 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.

9.4 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 the 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 interest of the Employer and the employees.

9.5 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 10 – HOLIDAYS**

10.1 The following are paid holidays:

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Jr.’s Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Employees will be paid eight hours for each Holiday listed. An employee will not receive holiday pay if the employee is absent on their 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.

10.2 In addition, each employee shall be entitled to one eight hour floating holiday per year after six months of employment. In order for an employee to use the floating holiday, the employee 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.

- 10.3 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.
- 10.4 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 times the employee's hourly rate, in addition to eight hours of holiday pay. There is not pyramiding of overtime and time and one-half holiday pay.
- 10.5 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, the employee's leave bank will not be charged for such holiday.
- 10.6 In the event the Employer implements a four day work week of 10 hour work days, a week during which a holiday falls will revert to a 5 day work week of eight hour days or as a unit, the employees can elect to stay on the four day work week and supplement vacation leave for that days holiday. If the employee does not have sufficient vacation leave available, or is a probationary employee, the employee will be required to supplement with leave without pay. An employee may request to modify their schedule for any holiday week to work the additional two hours on a day other than the holiday, instead of supplementing with vacation leave. Schedule modification is subject to operational need and supervisor approval.

**ARTICLE 11 – VACATION LEAVE**

- 11.1 Vacation 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>Per Pay Period Accrual</u>
1 through 5	4.62
6 through 10	5.54
11 through 15	6.93
16 through 19	7.62
20 and over	8.31

- 11.2 Accrual. Accruals are based on the employee's length of service as of the date of the accrual, in accordance with the above schedule. Vacation hours are accrued on each payday as long as the employee has at least 40 hours worked (inclusive of all County paid leave time) in the pay period.
- 11.3 Use. Vacation hours may be used as they are accrued. To use vacation, an employee must request and the Employer approve the vacation in advance.

11.4 Voluntary Annual Cashout. An employee is eligible to cash out 20 or 40 hours of vacation leave (at the employee's option) if the employee has used a minimum of 80 hours of vacation leave since November 1<sup>st</sup> of the previous calendar year, through October of the current calendar year. Employees with 20 or more years of service with the Employer may cash out 20, 40, or 80 hours. This cash out will be paid on the first paycheck in December. Vacation donated under leave sharing will be included in the 80 hours used to qualify for a cash out.

11.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 240 hour. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 240 hours effective January 1 of the subsequent year.

Hours accumulated in excess of 200 hours (or 240 for employee hired before January 1, 2002) have no cash out value and shall be forfeit upon separation of employment in accordance with Article 11.6.

11.6 Payment Upon Separation. Only regular full-time employees who have completed six months of service or regular part-time employees who have completed 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 200 hours (or 240 for employees hired before January 1, 2002), provided that in the event of voluntary separation (including retirement), that the employee give at least 14 calendar days' notice.

11.7 Part-Time Employees. Regular part-time employees will receive prorated vacation accruals based on the Full Time Equivalent (FTE) of their position.

11.8 Management shall schedule employee vacation time in a manner that will least interfere with the functions of the office.

**ARTICLE 12 – SICK LEAVE**

12.1 Accrual. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period. Sick leave hours are accrued on each pay day as long as the employee has at least 40 hours worked (inclusive of County paid leave time) in the pay period. Sick leave may be used as accrued. Regular part-time employees will accrue sick leave based on the FTE of their position.

12.2 Carryover Cap. As of December 31 of each year, accumulated sick leave may not exceed a total of 1,040 hours. Any excess will be forfeited. Employees whose sick leave balance exceeds the maximum carryover shall have their balance reduced to 1,040 hours effective January 1 of the subsequent year.

12.3 Paid sick leave may be taken for the following reasons:

- (a) An employee's mental or physical illness, injury, health condition, or need for preventive care.
- (b) To care for a family member with an illness, injury, health condition, or need for preventive medical care.
- (c) Closure of the employee's workplace or child's school/place of care by order of a public official or any health-related reasons.
- (d) If the employee or family member is a victim of domestic violence, sexual assault, or stalking.
- (e) Bereavement Leave: Death of a family member as defined in Article 12.4 - five days maximum per death.
- (f) Death of a friend or relative not meeting the definition of family member - one day maximum per death.

12.4 Family member is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

- (a) Child: Biological, adopted, or foster child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent.
- (b) Parent: Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

12.5 Sickness shall be reported to the office at the beginning of any period of sick leave prior to the start of the shift, or as soon as practicable. Upon return to work, if requested by the Assessor, or designee, the employee shall submit a sick leave request for the leave so taken. Any employee who is off work due to illness in excess of five work days, may be required to provide a qualified health care provider's verification of the illness as well as the qualified health care provider's approval to return to work.

12.6 Employees on sick leave in excess of five 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 following an injury, and if determined necessary by the Employer, the employee may be required to provide a qualified health care provider'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.

- 12.7 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 state and federal laws and regulations, and the Benton County Family and Medical Leave Policy.
- 12.8 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 who voluntarily separate 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 25% of their unused sick leave, up to 1,040 hours. For voluntary termination or death, such payment shall be limited to employees with 10 or more years' service, and the employee must provide 14 days' notice of separation in order to be eligible to receive cash out.
- (b) An employee terminated for cause will not receive payment for unused sick leave.

### **ARTICLE 13 – LEAVE SHARING**

- 13.1 The purpose of the program is to allow an employee to transfer any portion of their vacation leave 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 vacation 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 Vacation Leave.
- 13.2 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 vacation leave.
- (b) The transferring party must either:
- (1) Have taken at least 40 hours of vacation leave in the previous 12 months,  
or

- (2) Have no less than 40 hours of accrued paid leave after the transfer is completed.
- (c) All requests for transfer of vacation leave shall be submitted on a Voluntary Transfer of Vacation Leave Request form to the Elected Official(s) or Department Manager(s) for each party. Each request shall include:
  - (1) The amount of leave to be transferred;
  - (2) The names, signatures, and departments/offices 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 Human 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 Vacation 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 people donate 10 hours of leave apiece and the recipient takes one day off, one hour will be deducted from each donor).
- (f) An employee may accumulate no more than 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 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 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 vacation 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, except as required by law.

**ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY**

- 14.1 An employee may be granted leave of absence without pay not to exceed three months. An employee must request such leave of the Assessor or designee. The Assessor or designee may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and Assessor or designee shall reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return.
- 14.2 In order to be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. Employees may not use leave without pay for vacation or other short-term absences resulting from not having sufficient leave banked. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee's leave bank(s).
- 14.3 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 continuing benefits under COBRA. If the employee is on unpaid leave for a major portion of a pay period, vacation and sick leave do not accrue, and the employee's anniversary date may be adjusted accordingly. An anniversary date will not be adjusted if the leave of absence without pay is covered by FMLA or PFML.
- 14.4 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.
- 14.5 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 consecutive days shall constitute separation or termination from employment.

**ARTICLE 15 – RETIREMENT**

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

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

**ARTICLE 16 – COMPENSABLE-ON-THE-JOB INJURIES**

An employee who suffers a compensable on-the-job injury resulting in the employee’s absence from work will be permitted to apply accumulated sick leave to the first three workdays of the absence, less any time loss compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated leave will apply toward the base wage difference between the time loss payment and their normal base wage. This may be accomplished by payroll calculation or through a buy-back procedure as implemented by the County. During the employee’s absence, the employee will be listed as being “on leave of absence - compensable injury.” If the employee is receiving time loss pay for the majority of the pay period, the employee will not accrue vacation or sick leave, and the employee’s anniversary date may be adjusted accordingly. While the employee is supplementing their time loss payments with accumulated leave 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. Time loss payments are not considered compensation like sick leave and/or vacation leave. If, however, the employee runs out of compensated leave and FMLA leave, the employee will be eligible for continuing benefits under COBRA and the Employer’s insurance contribution will cease. While on workers compensation, the employee’s time loss pay will be administered by the Human Resources Department; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis.

**ARTICLE 17 – DISCIPLINE**

17.1 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 office/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.

17.2 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

- 17.3 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 17.2 hereinabove, but rather the Employer may choose any one and/or combination of said disciplinary actions depending on the nature and severity of the incident giving rise to the disciplinary action.
- 17.4 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 their management. The Union shall also be notified of these charges.
- 17.5 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.
- 17.6 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 the 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 will consider the employees comments at the pre-disciplinary meeting in determining 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 18 – GRIEVANCE PROCEDURE**

- 18.1 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 informal means, the grievance will be settled as hereinafter provided.
- 18.2 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 Articles, when filed.
- 18.3 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.
- 18.4 Grievances shall be heard at reasonable times.
- 18.5 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.
- 18.6 No grievance shall be valid unless it is submitted at Step 1 within 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.
- 18.7 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 designee within 20 working days following the occurrence of the event giving rise to the grievance or knowledge of its occurrence. The Chief Deputy Assessor or designee shall respond to the grievance within 20 working days.

If the grievance is not settled at the first step, 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 may refer the dispute to Step 2, within 20 working days of the response in Step 1. The grievance, in written form, shall be presented to the Assessor or designee. Thereafter, the Assessor or designee shall respond in writing to the aggrieved employee and/or their representative, within 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 20 working days per Section above. The Local Union President or Area Representative shall respond in writing to the Assessor or designee, within 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 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 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 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 parties will meet or confer by telephone, and the non-grieving party shall elect or defer to the grieving

party, to exercise the first strike of one name from the panel and communicate that party's choice to the other party. The non-striking party will then strike one name from said panel and so forth, proceeding in an alternating order until each party has struck five names from the list. The remaining name will be the arbitrator and will be notified of their 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 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 an 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 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 costs and expenses of presentation of their respective cases, including without limitation, attorney fees and witness fees/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 19 – LAYOFF AND RECALL**

- 19.1 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.
- 19.2 Employer shall give as much notice as practicable to designated employees and the Union.
- 19.3 The Employer will lay off in accordance to 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.

19.4 The Employer will offer the following options, if available, to employees in positions covered by the Collective Bargaining Agreement, to an employee who receives a reduction-in-force notice:

- a. The right to bump the least senior occupant in a classification for a position covered by the Collective Bargaining Agreement 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 for a position covered by the Collective Bargaining Agreement 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 month probation in compliance with other sections of this Agreement.

19.5 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 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 days after the Employer mailed said notice. An employee so

notified must indicate their acceptance of said re-employment within 10 days of receipt of notice and shall be back on the job within 30 days of acceptance of said offer or forfeit all call back rights under this Article.

- 19.6 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 year to retain these call-back rights and that the employee has successfully completed their six 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 20 – TERM OF AGREEMENT**

- 20.1 This Agreement is effective January 1, 2025, except as otherwise provided, and shall remain in effect until the 31<sup>st</sup> day of December, 2027. 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 in a position covered by the Collective Bargaining Agreement on the date last signed below.
- 20.2 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.

#### **ARTICLE 21 – 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 22 – 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 23 – SENIORITY**

Seniority is defined as the employee’s length of time in a position covered by the Collective Bargaining Agreement 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 in a position covered by the Collective Bargaining Agreement 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 24 – DUES AND SECURITY**

24.1 Dues/Fees Processing. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Secretary-Treasurer of the Union in writing, and shall transmit the amounts deducted to the Union. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt from the Union of written confirmation.

The Union agrees to notify the Employer in writing at least 30 days in advance of any increase in Union dues or fees.

24.2 Dues Cancellation. An employee's request to revoke their authorization for payroll deduction of payments to the Union must be in writing and submitted to Council 2. After the Employer receives written confirmation from the Union that the employee has revoked authorization for deductions, the Employer will make every effort to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt from the Union of written confirmation.

24.3 Indemnification. The Union shall defend, indemnify, and hold the Employer harmless against any liability, claims, action, or suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

If any improper deduction is made, the Union shall refund any over-deduction directly to the employee.

24.4 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee. The Union will provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions. The County shall allow a Union representative 30 minutes of a newly hired employee's paid working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two weeks of hiring the new employee, but in no instance later than 90 calendar days. Newly hired employees have the option to attend or not attend Union orientation.

## **ARTICLE 25 – TYPES OF EMPLOYMENT**

- 25.1 Regular Employee: All employees in positions covered by the Collective Bargaining Agreement working full-time or part-time, other than temporary employees.
- 25.2 Full-Time Employee: An employee working 40 hours per work week.
- 25.3 Part-Time Employee: An employee hired in a regular position working less than 40 hours per work week but at least 20 hours per week. A part time employee is only entitled to prorated sick leave, vacation leave and paid holidays, and no other benefits unless required by law.
- 25.4 Probationary Employee: An employee shall be on probation during the first six 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 month period as determined by the Employer. All part-time employees shall serve a probationary period of 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 (Trial Service Period): During the first six weeks of the probationary period, the employee may revert to their previously held position, if available, subject to the approval of the Assessor or designee. The Assessor or designee 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 Assessor determines that said employee is not capable of meeting the job standards. After the first six weeks of the trial service period, the employee may not revert to their position.

- 25.5 Temporary Employee: An employee hired to fill a position either full-time, or part-time (up to 867 hours in any 12 month period, which is the equivalent number of hours for a full-time Temporary Employee per the CBA for five months), not to exceed five consecutive calendar months or five calendar months in a calendar year, (or any rolling 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., unless required by law. This five 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 month of the temporary employment.

## **ARTICLE 26 – NON-DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, color, creed, religion, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained guide dog or service animal by a person with a 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.

## **ARTICLE 27 – NEPOTISM RESTRICTIONS**

27.1 No more than one member of a family or one 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.

27.2 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.

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

27.4 Definitions:

- (a) “Family member” means the spouse or a person living as a spouse 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 sibling or parent of a job applicant or employee.

**ARTICLE 28 – JURY DUTY - MILITARY LEAVE**

- 28.1 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 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 the employee may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision is subject to applicable State and Federal laws.
- 28.2 Employees called to jury duty will provide a copy of their jury notification to their supervisor the first working day following receipt. Employees will receive their regular pay during the term of approved jury service. It will be the employee’s responsibility to present satisfactory evidence of serving on jury duty, such as documentation from the court citing the location and duration of jury service. An employee shall report to work during all hours the employee is released from jury duty. If less than one hour remains from the time of such release to the end of the employee’s regular shift, the employee shall call their supervisor.

**ARTICLE 29 – PAYROLL PROVISIONS**

Employees will be paid bi-weekly. The Employer will provide employees and the Union at least 30 days advance notice of a change in the Pay Day.

**ARTICLE 30 – EDUCATION ASSISTANCE**

- 30.1 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 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.

- 30.2 Classes and/or course designated by the Assessor as directly related shall be reimbursed at 80% of the tuition paid. Those designated as only contributory shall be reimbursed at 40% of tuition paid.
- 30.3 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.
- 30.4 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 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 five years after the reimbursement, the employee will reimburse the monies back to the Employer through payroll deduction from their 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 consecutive years prior to the request for reimbursement. For employees meeting this two 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 31 – UNION/EMPLOYER RELATIONS**

- 31.1 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.
- 31.2 Agreements reached between the parties shall become effective only when signed by designated representatives of the Union and the Employer.

31.3 The Employer agrees to allow two shop stewards representing the Union. The Employer agrees that two members of the bargaining unit may participate in the collective bargaining process and/or labor-management meetings without loss of pay.

**ARTICLE 32 – LABOR MANAGEMENT RELATIONS**

32.1 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 up to two Union members from each office chosen by the Union and two Management members chosen by the County Assessor.

32.2 The Labor Management Committee will schedule meetings at mutually agreeable times, but not later than 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.

32.3 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 33 – VACANCIES/JOB POSTING**

33.1 Filling and posting vacant Appraiser positions covered by the contract shall be subject to the following provisions:

(a) The Assessor, or designee shall first determine whether or not a job vacancy or new position exists. The Assessor shall post a departmental notice of such opening on the departmental bulletin board and the employer’s website for a minimum of three working days prior to the position being advertised to the public.

(b) Upon mutual agreement, the Assessor, or designee, may advertise a vacant position to the public without posting the position internally. In that instance, 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 days’ notice prior to the closing date for applications.

33.2 A vacancy announcement will contain the position title and a brief description of the job duties, salary, and requirements.

33.3 If a vacancy occurs within nine months of a previous vacancy of the same or similar position, the Assessor or designee may proceed to interview any available applicant whose name appears on the list of qualified applicants for the previous vacancy.

**ARTICLE 34 – POSITION CLASSIFICATION DESCRIPTIONS**

The Human 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 Assessor, 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 Human Resources Department.

[THIS SECTION LEFT INTENTIONALLY BLANK]

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

**BENTON COUNTY ASSESSOR**

DocuSigned by:  
*Bill Spencer*  
7B7E7875AC45452...  
William Spencer

Date: 11/26/2024

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

DocuSigned by:  
*Laura Hanson*  
91F5416A510A445...  
Laura Hanson, Area Representative

Date: 11/26/2024

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

Jerome Delvin Absent  
Chair

DocuSigned by:  
*Michael Alvarez*  
D6C6E57E34874E4...  
Commissioner

DocuSigned by:  
*Will McKay*  
135087D784E74CF...  
Commissioner

Attest:  
DocuSigned by:  
*Amanda Pearson*  
34825A075E034CE...  
Clerk to the Board

Date: 12/11/2024

Approved as to form:

Signed by:  
*Amber Smith*  
66133867FCDE423...  
Amber Smith  
Deputy Prosecuting Attorney

**APPENDIX A – PAY MATRIX**

**Compensation Study Pay Matrix:**

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
<b>110</b>	\$ 25.83	\$ 26.35	\$ 27.27	\$ 28.22	\$ 29.21	\$ 30.23	\$ 31.29	\$ 32.39	\$ 33.52
<b>115</b>	\$ 27.64	\$ 28.19	\$ 29.18	\$ 30.20	\$ 31.26	\$ 32.35	\$ 33.48	\$ 34.65	\$ 35.86
<b>120</b>	\$ 29.58	\$ 30.17	\$ 31.23	\$ 32.32	\$ 33.45	\$ 34.62	\$ 35.83	\$ 37.08	\$ 38.38

Appraiser I	110
Appraiser II	115
Appraiser III	120

**2025:**

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
<b>110</b>	\$ 26.60	\$ 27.13	\$ 28.08	\$ 29.06	\$ 30.08	\$ 31.13	\$ 32.22	\$ 33.35	\$ 34.52
<b>115</b>	\$ 28.46	\$ 29.03	\$ 30.05	\$ 31.10	\$ 32.19	\$ 33.32	\$ 34.49	\$ 35.70	\$ 36.95
<b>120</b>	\$ 30.46	\$ 31.07	\$ 32.16	\$ 33.29	\$ 34.45	\$ 35.66	\$ 36.91	\$ 38.20	\$ 39.54

Appraiser I	110
Appraiser II	115
Appraiser III	120

**2026:**

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
<b>110</b>	\$ 27.40	\$ 27.95	\$ 28.93	\$ 29.94	\$ 30.99	\$ 32.07	\$ 33.19	\$ 34.35	\$ 35.55
<b>115</b>	\$ 29.32	\$ 29.91	\$ 30.96	\$ 32.04	\$ 33.16	\$ 34.32	\$ 35.52	\$ 36.76	\$ 38.05
<b>120</b>	\$ 31.38	\$ 32.01	\$ 33.13	\$ 34.29	\$ 35.49	\$ 36.73	\$ 38.02	\$ 39.35	\$ 40.73

Appraiser I	110
Appraiser II	115
Appraiser III	120

**2027:**

GRADE	STEPS in \$.....								
	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)
<b>110</b>	\$ 28.23	\$ 28.79	\$ 29.80	\$ 30.84	\$ 31.92	\$ 33.04	\$ 34.20	\$ 35.40	\$ 36.64
<b>115</b>	\$ 30.20	\$ 30.80	\$ 31.88	\$ 33.00	\$ 34.16	\$ 35.36	\$ 36.60	\$ 37.88	\$ 39.21
<b>120</b>	\$ 32.33	\$ 32.98	\$ 34.13	\$ 35.32	\$ 36.56	\$ 37.84	\$ 39.16	\$ 40.53	\$ 41.95

Appraiser I	110
Appraiser II	115
Appraiser III	120



# Commissioners' Agenda Action Sheet

**Meeting Date:** December 10, 2024  
**Subject:** 2025-2027 Appraisers Collective Bargaining Agreement (CBA)  
**Presenter:**  
**Prepared By:** Carlee Nave  
**Reviewed By:** Amber Smith  
**PA Review:** **Approved:** Yes      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

## Summary / Background Information

Negotiators for the County and the Appraisers unit have reached a tentative agreement for the 2025-2027 Appraisers CBA, in four negotiation sessions, for the 9-member bargaining unit.

## Fiscal Impact

2025 - approximately \$32,000 in wages and \$2,300 in benefits  
2026 - approximately \$18,300 in wages (new expenditures, not compounded)  
2027 - approximately \$18,800 in wages (new expenditures, not compounded)

## Recommendation

Recommend approval of the 2025-2027 Appraisers CBA as negotiated.

## Suggested Motion

I move to approve the 2025 - 2027 Collective Bargaining Agreement with the Appraisers Unit.

## Signatures Required on Agreements/Contracts

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