

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 12/28/2021	PREPARED BY: Carlee Nave
Meeting Date Requested: 1/4/2022	PRESENTED BY: Eric Wyant
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: 2022-2024 Appraisers Collective Bargaining Agreement	
FISCAL IMPACT: \$11,819 wages and \$23,071 benefits for 2022 – budgeted expense	
BACKGROUND: Bargaining teams have reached a tentative agreement after one negotiation sessions for the 2022-2024 Appraisers CBA. Summary of settlement details (other than minor administrative edits, including date changes): REMOVED – Separation Notice - Added to Article 8 (was 14). Article 9.4 – Removed as hourly rate is expressed on salary schedule. Article 10.1 – Add Juneteenth holiday and remove automatic escalator language for new holidays adopted by other legislative bodies. Article 10.2 – Clean up language to clarify employee must be on County-paid leave to be eligible for holiday pay, due to conflict with PFML. Article 10.6 (new) – Add escalator if the County recognizes a new holiday. Article 11.1 (was 20.1) – Clean up jury duty language to align with current practice. Article 13 (was 17) – Cleaned up to remove extraneous language and align with current practice. Article 14 (was 24) – Removal of outdated specific policy language and pointing to County policies instead. Article 21.1 (was 18.1) – Increase County benefits contribution to 1,379.56/month for the life of the contract. Article 22.1 (was 19.1) – 3% wage increase for 2022, wages open for negotiations for 2023 and 2024. Article 25 (was 26) – Clarifying language for effective date of agreement.	
RECOMMENDATION: Parties below recommend ratification of the CBA as presented.	
COORDINATION: Negotiation teams representing the County and the Appraisers unit reached a tentative agreement which was ratified by the bargaining unit and the CBA has been signed by the Union Steward, M Crutchfield and Staff Representative, S Pinkerton. County Assessor, J Rosenau, has reviewed and signed the contract. Legal Review was completed by J Johnson, Chief Civil Deputy Prosecuting Attorney/Risk Manager.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution 2. Collective Bargaining Agreement	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) n/a – HR will distribute	

I certify the above information is accurate and complete.



Eric Wyant, Interim HR Director

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

2022-2024 APPRAISERS COLLECTIVE BARGAINING AGREEMENT

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems entering into the attached agreement as being in the best interest of the Franklin County.

NOW, THEREFORE, BE IT RESOLVED the attached 2022-2024 Collective Bargaining Agreement, by and between Franklin County Board of County Commissioners, County Assessor, and Local 2658-F (Appraisers) of American Federation of State, County & Municipal Employees and the Washington State Council of County & City Employees, is hereby approved by the Board.

DATED this _____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

ATTEST:

Member

Clerk of the Board

Resolution No.

2022-2024

COLLECTIVE BARGAINING AGREEMENT

By and Between

FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS,
COUNTY ASSESSOR

and

LOCAL 2658-F (APPRAISERS)

Of

American Federation of State, County & Municipal Employees and the
Washington State Council of County & City Employees

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ARTICLE 1 - PREAMBLE

THIS AGREEMENT is made pursuant to the provisions of the Public Employees' Collective Bargaining Act, RCW 41.56, by and between FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS and COUNTY ASSESSOR, hereinafter referred to individually and collectively as the County, and the American Federation of State, County, and Municipal Employees, and Washington State Council of County and City Employees, Council 2, Local 2658-F, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to establish the standards of hours of labor, rates of pay, and other conditions under which the covered employees shall work for the County, and desire to regulate the mutual regulations between the parties hereto during the term of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.1 Scope of Unit. The County recognizes the Union as the exclusive collective bargaining representative for all regular full-time and regular part-time employees performing County appraisals, excluding the position of Chief Appraiser.

ARTICLE 3 – MEMBERSHIP

The County recognizes the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the bargaining unit. The County shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

- 3.1 Dues and Fees. When an employee provides written authorization to the County and to the Union, the County will deduct from the employee's salary, an amount equal to dues or service fees required to be a member or represented by the Union. The County will transmit to the Washington State Council of County and City Employees on or before the 20th day of each month, the aggregate of such deductions, with an itemized statement including: Employee name, home address, date of hire into bargaining unit, job classification, department, hours worked, monthly base wage, and amount of union dues deducted.
- 3.2 Notification. When the County hires a new employee in a position covered in the bargaining unit, the County shall, within seven calendar days of the date of employment notify the Union in writing giving the name, hire date, address and classification, including wage, of the employee hired.

- a. The County will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the Union's exclusive representation status. The County will notify the Union, prior to the start date of the new employee, of the scheduled new hire orientation time. Per statute, Union representatives shall be given 30 minutes paid time with each new employee to discuss Union membership.

3.3 Dues Cancellation. An employee may cancel payroll deduction of dues and/or service fees by written notice to the County and the Union on the appropriate Union cancellation forms. The County will continue to deduct union dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. The cancellation will become effective on the second payroll after receipt of notice from the Union.

3.4 Indemnification. The Union agrees to defend, indemnify, and hold the County harmless against any and all claims, suits, ordered, judgments, or any other actions brought or issued against the County as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the County complies with the provisions outlines in this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogative of the County to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the County as the County periodically may determine. The County's prerogatives include, but are not limited to the following matters:

- a. The right to establish any and all lawful work rules and procedures.
- b. The right to schedule any and all work and overtime work, and any and all methods and processes by which work is performed and services are provided in a manner most advantageous to the County and consistent with public interest.
- c. The right to hire, transfer, layoff and promote employees as deemed necessary by the County.
- d. The right to discipline an employee as provided in the disciplinary article of this Agreement.
- 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 right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the County, and the right to introduce innovations, technology, and new methods and means, provided however that the County will bargain concerning impacts of such a change.
 - g. The right to take whatever actions the County deems necessary to provide services in an emergency.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Board of County Commissioners and/or the other elected officials and/or department heads and the rights and obligations owed thereby to the citizenry.

ARTICLE 5 – DEFINITIONS

- 5.1 Regular Full-time Employee. An employee, hired to work at least 37-1/2 hours per week on a regular basis, who has successfully completed a probationary period of six months as defined in Section 5.4.
- 5.2 Regular Part-Time Employee. This is an employee who regularly works less than 37-1/2 hours per week, and more than 90 hours per month. Such employees shall be paid at the hourly rate of pay in accordance with the provisions of the applicable Addendum. Regular part-time employees shall be entitled to prorated benefits (insurance, PTO, paid holidays, etc.), in addition to the hourly compensation paid for those hours worked by the employee. A regular part-time employee who is later employed in a regular full-time position will receive up to a maximum of three months' credit towards the probationary period, if the employee has served the equivalent of three months' time in the regular part-time position and if the responsibilities of the regular part-time position are substantially similar to the regular full-time position. This credit towards the probationary period shall not affect progression in the pay plan. The standard time frames will be applicable to such an employee from the time the employee starts as a regular full-time employee. A regular part-time employee who is later employed in a regular full-time position will receive credit for the total number of hours worked to calculate PTO accruals.
- 5.3 Temporary Employee. An employee who is hired to work on a limited or seasonal basis for less than 40 hours per week or work no more than six months in a 12 month period. The Union shall be notified of the date of hire of a temporary employee. The six-month duration of a temporary hire may be extended with agreement of the union by requesting in writing the approximate time of extension for the temporary hire. Temporary employees are not entitled to fringe benefits described in this agreement; (i.e. paid holidays, PTO, insurance, etc.). The County has the right to hire temporary employees as it may determine, to fill the position of an employee on leave of absence, to fulfill work requirements during peak workloads, to complete projects on a timely basis,

to cover for employees who are utilizing PTO, and paid or unpaid leaves of absences, to cover work requirements in unanticipated or unexpected circumstances, or to carry out work in a shortage of personnel situations as determined by the County. When a temporary employee is hired to cover for an employee on leave, mandated by federal or state laws, the 40 hour and six month limitations of this Article shall not apply for the duration of the regular employee's leave entitlement. Temporary employees shall not be hired to replace bargaining unit positions, and are intended to be used to supplement the work force as may be needed periodically. Temporary employees shall be paid on an hourly basis at the appropriate wage step as determined by the County.

- 5.4 Probationary Employee. An employee appointed to fill a regular position of employment as defined in Section 5.1 or 5.2, who has completed less than the initial six month period of continuous employment in the position. During the probationary period, the employee shall be on a trial basis and shall be subject to separation without cause and without recourse. If further observance of the employee is deemed necessary by the County, the probationary period may be extended for another six months subject to written mutual agreement between the County and the employee with a copy to the Union. If the County seeks to extend probation and there is not mutual agreement, then the employee is subject to separation without cause and without recourse.
- 5.5 Anniversary Date. The anniversary date will be the date of hire. Temporary employment shall not be considered for purposes of an anniversary date of a regular employee.

ARTICLE 6 – SENIORITY

- 6.1 Defined. Subject to the provisions set forth in this article, seniority shall be considered between equally qualified employees when vacancies or new jobs occur.
- 6.2 Required Length of Employment. Employees shall have been employed for a continuous period of six months before they become regular employees entitled to seniority rights.
- 6.3 Seniority Accrual. Seniority shall date from first employment subject to the six-month probationary period.
- 6.4 Breaks in Service/Loss of Seniority. An employee's Seniority shall be broken by voluntarily leaving, resignation, layoff for a period 12 consecutive months, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within 12 months, there will be no break in seniority except for the time the employee was not working which will not count as part of continuous service for any purpose. Seniority shall not be earned during an approved unpaid leave of absence; however, an approved leave of absence shall not constitute a break in service or cause a forfeiture of seniority. In cases of vacancies or the creating of new jobs or during cases of curtailment, seniority shall apply so that older employees are given preference between equally qualified employees.

- 6.5 Refusal. Any employee who has refused a position shall not have the right to displace the holder of said position.
- 6.6 County Approval. In the event of a question as to the capabilities of an employee bidding for a position of a higher qualification, the matter shall be first taken up with the County. If the decision of the County is not satisfactory to the employee involved, the employee shall then have recourse to the provisions embodied in Article 13 of this Agreement.
- 6.7 Filling Vacancies. Seniority shall be considered but need not prevail in filling vacancies in the exempted positions within the Appraisal Department.
- 6.8 Seniority Status. Seniority status shall be maintained during the leaves of absence, provided the leave does not exceed 90 calendar days.

ARTICLE 7 – LAYOFF AND RECALL

- 7.1 Layoff. The County may determine when layoffs are necessary. The County may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, inclement weather, and/or reorganization of the department.
- 7.2 Designation of Positions for Layoff. When it is necessary to reduce the work force, the County shall determine the number of employees by classification in which the reductions will take place. The Union's Area Representative and the local President will be notified of the number of employees and classifications designated of reduction as soon as practical. Employees will be laid off in inverse order of bargaining unit seniority provided that consideration may be given to employee's qualifications, ability, and experience when related to needs of the County.
- 7.3 Recall. Employees laid off will be eligible for recall for a period of 15 months. No new employees shall be hired into the bargaining unit by the County until available employees placed on layoff have been offered re-employment in reverse order of layoff, provided the layoff period does not exceed 15 months and that the employees keep the County 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 have been deemed to have received an offer on the third working day after mailing to the employee's last known address in the employment records. An employee so notified must indicate their acceptance of re-employment within 10 working days of the mailing of notice and shall be back on the job within 10 working days of acceptance of offer or forfeit all callback rights under this Article.

ARTICLE 8 – PAID TIME OFF (PTO)

- 8.1 Accrual. Paid Time Off (PTO) for regular full-time employees shall be accrued monthly based on the following schedule:

<u>Years of Service</u>	<u>Hours/Month</u>	<u>Hours/Year</u>
1 year of service	15.75	189
1 year but less than 3 years	17.00	204
3 years but less than 5 years	18.25	219
5 years but less than 10 years	18.88	226.56
10 years but less than 15 years	22.00	264
15 years or more	25.13	301.56

- a. Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.
- b. Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- c. Hours are accrued after payroll is processed on the payday for the second pay period of the month. PTO hours cannot be used prior to accrual.

8.2 Part-time Prorate. Regular part-time employees shall be entitled to that fractional part of the PTO that the total number of hours of employment bears to the total number of hours required for full-time employment.

8.3 Probationary Restriction. Scheduled PTO will not normally be approved for probationary employees until they have completed six months of employment

8.4 Scheduling. No scheduled PTO shall be taken except at a time when it will least interfere with the work of the Department, the determination of which shall rest with the Assessor, or designee.

8.5 Payment. PTO shall be paid at the employee's straight time hourly rate.

8.6 Mandatory Minimum Utilization. One year after the probationary period of County service is completed, eligible employees must take a minimum of 75 hours of scheduled PTO each calendar year. Days off do not need to be sequential.

8.7 Carryover Cap. As of December 31 of each year, accumulated PTO may not exceed a total of 760 hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accrual shall have their accrual balance reduced to 760 effective January 1 of the subsequent year.

8.8 Payment upon Separation. Accrued PTO shall be paid to regular employees whose service is terminated by death, reduction in force, termination, resignation, or retirement, up to a maximum of 480 hours, provided that in the case of retirement or resignation, the employee has given at least 14 calendar days' notice prior to separation of employment.

- 8.9 Unscheduled PTO. Unscheduled PTO is limited to purposes of an emergency/urgent nature. Preventive health and dental appointments are not considered unscheduled and must be requested in advance in accordance with Article 8.4.

Unscheduled PTO may be applied for the following purposes:

- a. An employee's mental or physical illness, injury, or health condition.
- b. Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.
- c. Care of a family member with an illness, injury, or health condition.
- d. Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- e. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.

- 8.10 Notification. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as possible, notify their immediate supervisor.

ARTICLE 9 – HOURS OF WORK-OVERTIME

- 9.1 Work Day. The normal work day is from 8:30 a.m. to 5:00 p.m. with one hour unpaid uninterrupted lunches for employees near the midpoint of the work day. The County may schedule other regular beginning and ending times of the work day based on operational needs. Except when the change is required by emergency conditions, the County will give at least two weeks' advance notice of the new shift hours to the employees. Adjustment in the regular working hours of the employees for the convenience of the County, the employees, and the public shall not be construed to be in conflict with this Agreement.

9.2 Overtime.

- a. Hours worked between 37-1/2 and 40 hours in a work week will be paid at the regular rate of pay. Hours worked in excess of 40 hours per week will be paid at one and one-half times the regular hourly rate. Compensatory time may be taken in lieu of pay as provided by FLSA and in accordance with 9.3.
- b. Notification to selected employees will be given three working days prior to the scheduled overtime in non-emergency situations; and as soon as possible in emergency situations. The essential nature of provisions of County services shall be the compelling consideration in scheduling overtime by the County.

- 9.3 Compensatory Time. Compensatory time will be accrued with mutual agreement of the supervisor or the Assessor and the employee, up to 40 hours. Compensatory time shall be scheduled and taken off by mutual agreement, and may be purchased by the County at any time, including during the 30 days prior to any changes in pay status or a COLA.

ARTICLE 10 – HOLIDAYS

- 10.1 Recognized Holidays. The following legal paid holidays shall be recognized:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Floating Holiday**	
Christmas Holiday*	

*To be negotiated each year as to whether it will be the first or second day before or the first or second day after Christmas: The parties agree that the Christmas holidays shall be taken on:

December 23, 2022
December 26, 2023
December 24, 2024

** To be used or lost in the year earned, and to be scheduled off by mutual agreement of the employee and the County. Any probationary employee shall not be entitled to use the floating holiday until satisfactorily completing probation.

- 10.2 Accounting for Holiday Time. An employee on County-paid leave when a holiday occurs will be granted holiday pay for the day rather than charged from their leave bank. Hours of work in work weeks affected by a holiday will be based on a seven and one-half hour work day. The holiday benefit shall be based upon a seven and one-half hour holiday/work day regardless of the hours of the regular work schedule.
- 10.3 Holiday Work. Whenever an employee is required to work on a holiday they will receive compensation at time and one-half their regular rate of pay for all hours worked on a holiday.

- 10.4 Floating Holiday Approval. The floating holiday shall be taken at the employee's discretion with the approval of the Assessor and must be scheduled in advance in the same manner as Scheduled PTO.
- 10.5 Holiday Coordination (Weekends). Any regular holiday that falls on a Saturday will be observed on the preceding Friday. Any regular holiday that falls on Sunday shall be observed on the following Monday.
- 10.6 New Holiday Declared for County. In the event the County recognizes a new holiday on which the Courthouse is closed, the bargaining unit members will receive holiday pay for that day consistent with this Article.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.1 Jury Duty. Employee will be paid their full regular pay during the term of approved jury service, provided that if the employee receives additional compensation for their jury service (exclusive of travel reimbursement), such payment shall be signed over to the County Treasurer.
- 11.2 Military Leave. Every employee who is a member of the Washington National Guard or of the reserve component of the armed services of the United States shall be entitled to and shall be granted a paid military leave of absence from County employment for periods not exceeding 21 days during each year as established by RCW. Military leave of absence of active duty for training shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled to, and shall not involve any loss of privileges or pay. During the period of paid military leave, the employee shall receive their normal pay from the County. Additional unpaid leave for service in the military will be provided as required by state or federal law. Refer to RCW 38.40.060.
- 11.3 Leaves Without Pay. 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, in addition, may be grounds for disciplinary action. Unless authorized, absence from duty for three consecutive days constitutes separation from service. The Personnel Action Form shall be used in applying for any leave and notification of return to duty.
- 11.4 Educational Leave. At the discretion of County, leave with pay shall be granted for job related educational leave. During the leave period, the employee will accrue the regular benefits and seniority rights as provided by the contract.

In order to keep up with new methods in technology, the Appraisers may be allowed to take advantage of schooling that the Assessor feels is needed to do a professional job for the County.

ARTICLE 12 – FAMILY MEDICAL LEAVE (FML)

The parties acknowledge that the County is bound by certain state and federal leave laws. The parties agree to follow County FML Policy as may from time to time be amended by the County.

ARTICLE 13 – PTO ADJUSTMENT FOR WORKERS' COMPENSATION

- 13.1 Claims. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workers' Compensation in accordance with State Law.
- 13.2 Differential Benefit. Should an employee receive Workers' Compensation for time loss and they also receive PTO compensation, the employee can buy back their PTO with their time loss benefit.
- 13.3 Use of PTO for Injury/Time Loss Denials. Should an employee apply for time loss compensation and the claim is then or later denied, PTO may be used if and to the extent appropriate.
- 13.4 Related Benefits Coordination. Nothing herein pertains to permanent disability award.

ARTICLE 14 – POLICIES OF GENERAL APPLICATION

The County may adopt a Personnel Policy applicable to the bargaining unit which provides for personnel policies not inconsistent with those policies in this Agreement which constitute mandatory subjects of bargaining. If a Personnel Policy conflicts with this Agreement, this Agreement shall prevail until the parties have bargained concerning the subject to impasse or agreement. The County shall provide the Union with at least 60 days' notice of any proposed change in Policy that affects a mandatory subject of bargaining under RCW 41.56. This Article does not constitute a waiver of the Union's right to demand to bargain over any change. Until affected by a Memorandum of Agreement to the contrary, this Article shall apply to bargaining unit members. Nothing in this Agreement constitutes a waiver of the County's right to unilaterally adopt and modify policies which do not constitute mandatory subjects of bargaining.

- 14.1 Drug Testing. The County may present and coalition bargain a reasonable cause drug testing policy proposal during the life of this Agreement.
- 14.2 Nepotism. No more than one family member or on close relative shall be eligible for employment within a department or office at the same time if certain conditions exist as enumerated in the County's Personnel Policy.
- 14.3 Tuition Reimbursement. It is the policy of Franklin County to promote professional growth and development in Franklin County employees by assisting them through a

program of tuition reimbursement, subject to the availability of budgeted funds. The program is administered in accordance with the Franklin County Tuition Reimbursement Policy.

- 14.4 Voluntary Transfer of PTO. It is the policy of Franklin County to allow an employee to transfer any portion of their leave to another employee in need of such leave due to a family or medical emergency, a lengthy illness or injuries, and/or a qualifying condition under the FMLA. Human Resources administers this program in accordance with the Franklin County Leave Transfer Policy.

ARTICLE 15 – DISCIPLINE

- 15.1 Just Cause. The County may impose discipline for just cause.
- 15.2 Forms of Discipline. The disciplinary actions which the County may take against an employee include the following:
- a. verbal reprimand;
 - b. written reprimand;
 - c. suspension without pay for up to one month;
 - d. reduction of pay for a term in lieu of suspension;
 - e. demotion with a reduction in pay as specified by the County as part of the discipline;
 - f. discharge.
- 15.3 Notice of Discipline. When the County intends to suspend without pay, demote or discharge an employee for cause, the County shall make available the specified charges and proposed discipline in writing at least one calendar day prior to the effective date of the action, together with a description of the facts on which the proposed discipline is based.
- 15.4 Employee Response to Notice. Prior to imposing a suspension without pay, demotion or discharge, the employee shall have the opportunity to refute the charges, correct any misunderstanding of fact, and address the appropriate level of discipline. The employee shall have the right to request representation from the designated Union staff representative, steward, or officer on the list provided of whom so selected must be reasonably available to attend.
- 15.5 Time Limitations. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity or disciplinary action taken by the County. In other words, if the County is unable to provide

notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

- 15.6 Probationers. A probationary employee may be separated at any time without cause.
- 15.7 Notice of Discipline to Union. Copies of reprimands and other disciplinary action taken by the County shall be forwarded to the Council 2 Area Representative on the same day they are issued to the employee.
- 15.8 Documentation; Personnel File. Notations of oral reprimands may be made in the personnel file. References to disciplinary actions in personnel file shall remain in the file in accordance with the following provisions:
- a. Written documentation of verbal reprimands and written reprimands shall remain in the personnel file for a period of 24 months; provided, however, if discipline occurs within that 24 month period, then and in that event, prior disciplinary documentation shall remain in the personnel file for a 24 month period from the date of the last discipline to occur.
 - b. Other records of discipline enumerated in Article 15.2 may remain in the personnel file until and unless the County determines the record no longer relevant or timely upon application by an employee.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 The parties hereto recognize the need for fairness and justice in the adjudication of 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 resolved through normal means, the grievance will be settled as hereinafter provided.
- 16.2 Grievance Defined. A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 16.3 Time Limits. The time limitations provided for are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The County and the Union may extend the time limits by mutual agreement in writing.
- 16.4 Presentation. A grievance may be presented by an employee or the Union. Grievances may be heard at any time where practical and feasible. No grievances shall be valid unless the grievance is submitted at Step 1 within 10 working days from its occurrence or the date when the employee knew of or should have known of the occurrence. If a grievance is not presented within 10 working days from its occurrence or the date when the employee knew of or should have known of the occurrence, the grievance shall be

waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.

16.5 Grievance Procedure: The grievance procedure shall be as follows:

- a. Step 1) Immediate Supervisor. The grievance shall be presented in written form to the employee's immediate supervisor within 10 working days from its occurrence. The immediate supervisor shall respond in writing within ten 10 working days after receiving the grievance.
- b. Step 2) Conciliation with Assessor. If the grievance has not been resolved at Step 1, in accordance with the conditions set forth hereinabove, the Union, or the Assessor may refer the dispute to conciliation proceedings.

The Union or the Assessor shall notify the other party in writing of the desire to submit the matter to conciliation within 10 working days after the receipt of the Step 1 response.

The aggrieved employee, the Union and Assessor will meet to discuss and attempt to resolve the issues within 10 working days after notification. Both parties may or may not be represented. If the matter cannot be resolved at the conciliation step then the matter may be referred to the next step. The discussions or proposals shall not be admissible in any arbitration or other proceeding. At the close of conciliation, the Assessor or a designee shall reduce to writing the decisions and/or concessions agreed upon in the form of a conciliation report.

- c. Step 3) Board of Commissioners. If the grievance is not resolved to the satisfaction of the parties at Step 2, then within 10 working days of the issuance of the conciliation report at Step 2, the grievance, response and report shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee, the Union Representative, the Assessor, the County Representative, if any, and the Board within 10 working days for resolution of the issue. The Board of County Commissioners shall issue findings within 10 working days of the Step 3 grievance meeting.
- d. Step 4) Final and Binding Arbitration. If the grievance is presented and not resolved at Step 3, the Union may refer the dispute to final and binding arbitration.
 1. Notice-Time Limitation. The Union shall notify the County in writing by certified mail of submission to arbitration within 10 working days after receipt of the Board's findings.

2. Arbitrator-Selection. After timely notice, the parties will select an arbitrator in the following manner: The parties shall request that the Public Employment Relations Commission (PERC) submit a list of 13 names from the PERC register. If the parties cannot mutually agree on an arbitrator from the list of 13, then the two parties shall flip a coin. The parties shall alternately strike names. The remaining name shall be the arbitrator.
3. Arbitrator Hearings. The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed. Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority herein provided for.
4. Limitations, Scope and Power of the Arbitrator. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the County or the Union. The arbitrator shall consider and decide only the issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated. The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
5. Arbitration Award-Damages-Expenses. Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being 10 working days or less prior to the initial filing of the grievance. The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full. The arbitrator shall have no authority to award punitive damages.
6. Declaration of non-compliance. In the event that either party determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that the arbitration award was clearly erroneous or that the arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then such party shall declare the basis for its decision not to comply with the arbitration award and the parties thereafter are free to pursue available remedies in the Superior Court.

7. Expenses. Each party hereto shall pay expenses and costs it incurs as associated with the presentations of their case. The cost of the arbitrator shall be shared equally by the parties. In connection with grievance and arbitration pursuant to Article 16, the County and the Union shall each be responsible for its own attorneys' fees; the County and the Union expressly waive any right to recover attorneys' fees; the County and the Union expressly waive any right to recover attorneys' fees pursuant to RCW 49.48.030 or any other statutory provision. Further, expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for any other expenses incurred.

ARTICLE 17 – CONTRACTING OUT

The County intends that all appraisal work be accomplished by employees of the Assessor's Office. However, it may be necessary to accomplish some of the work by contract with outside agencies. In no event will contracting out be utilized to reduce staff or lay off regular qualified employees of the Assessor's Office.

ARTICLE 18 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing the 1st day of January, 2022 and terminating on the 31st day of December, 2024.

ARTICLE 19 – SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Washington law. This agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 20 – NO STRIKE-LOCKOUT

- 20.1 The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services. To this end, both 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 County functions by employees of the County, and should same occur, the Union agrees to take appropriate steps to end such interference immediately. County 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 who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the County.

20.2 The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 21 – HEALTH AND WELFARE

21.1 County Benefits.

Effective February 1, 2022, the County shall contribute a total maximum contribution of up to the amount of \$1379.56, to insurance eligible employees as follows:

Medical insurance coverage, County paid premium up to	\$ 1275.00 monthly
Dental insurance coverage, County paid premium up to	\$ 75.00 monthly
Vision insurance coverage, County paid premium up to	\$ 20.00 monthly
Life Insurance AD&D coverage, County paid premium up to	\$ 4.56 monthly
Long Term Disability/EAP coverage, County paid premium up to	\$ 5.00 monthly

The difference between the premiums for plans selected by the employee and the amount of County contribution, if greater, shall be paid to the employee's deferred compensation account or taken as cash in lieu of insurance as elected by the employee and in accordance with County processes, grossed down for taxes (i.e. the applicable FICA rate of .0765 at time of adoption, and as may be adjusted by the Federal Government from time to time), and then subject to standard withholding. In the event that no election is made by the employee, this payment shall be paid as cash in lieu of insurance.

2023: For 2023, there will be no change to the Employer's contribution to benefits.

2024: For 2024, there will be no change to the Employer's contribution to benefits.

21.2. Copayment of Premium. Any amounts in excess of the County's maximum medical contribution, as established above, necessary to pay the premiums for the employee and/or dependent(s) shall be the responsibility of the employee by payroll deduction.

21.3 Required Participation. Employees shall participate in coverage as required by the County insurance provider.

21.4 Changes. The County shall determine which insurance programs and benefits may be continued or implemented periodically. If there are changes in the insurance programs, the County will notify the Union. Such notification shall not diminish the right of the County to change the benefit structure, benefit level and/or premium level, or the right of the Union to demand to bargain over the impacts of the change. If the insurance

company or companies providing the above-referenced benefits notifies the County of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with such changes if requested to do so by the County.

21.5 WA Paid Family and Medical Leave Act. Eligible employees are covered by Washington's Family and Medical Leave program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

(a) Premiums for benefits are established by law and employees will pay, through payroll deduction, the full cost of the premiums associated with family leave benefits and 45% of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115.

(b) Employer will pay the remaining premiums, or 55% of the cost of the premiums associated with the medical leave benefits.

ARTICLE 22 – JOB CLASSIFICATIONS AND WAGES

22.1 Salary Schedule – Appendix A

2022: The 2021 Appraisers Seven Step Matrix will be increased by three percent.

2023: Re-open to negotiate changes, if any, to the Salary Matrix.

2024: Re-open to negotiate changes, if any, to the Salary Matrix.

22.2 Salary Structure of the Pay Plan. Each grade has seven salary steps, "1" through "7." The job description determines the grade of the specific job and the qualifications required. The salary step is determined by the specific qualifications and level of performance of the individual employee based in part on length of service together with an annual employee's progress report by the Franklin County Assessor. The employee's progress report will be compiled on all employees as follows:

New Employees: 30 days prior to completion of probation.

Regular Employee:

- a. At least annually and within
- b. 30 days or less, but prior to the employee's anniversary date or, step eligibility date if different.

If an employee has sufficient length of service to be eligible for a step increase, the Franklin County Assessor will notify the Human Resources Department in writing of the step increase. If a step increase is not recommended by the Franklin County Assessor

when an employee is eligible, the employee will be advised of this decision in writing setting forth the reasons for denying the step increase. Should the employee feel this decision is unfair, the employee may follow the grievance procedure outlined in this Agreement.

If authorized by the Franklin County Assessor the employee shall receive step increases effective the first day of the month of the employee's anniversary date.

22.3 Salary Adjustments within the Pay Plan.

a. Within Grade:

- (1) Regular Full-Time: Normally, a new regular full-time employee will start at Step 1. After six months [six months' probation] of satisfactory service such employee will advance to Step 2.

Under special circumstances, and with the approval of the Board of Commissioners, the Franklin County Assessor may start an employee at one of the higher salary steps based on qualifications and prior experience.

- (2) Regular Part-Time: A new employee will start at Step 1. After the completion of six months [six months' probation] of satisfactory service, will advance to Step 2.
- (3) Temporary: Except as provided in the next paragraph, temporary employees' movement through the salary schedule shall be based upon accumulated time worked. The time accumulated to move through the salary schedule shall be equal to the time accumulated by a regular full-time employee to move through the salary schedule.
- (4) Appraiser I will be eligible to move from Appraiser I, grade 14 to Appraiser II, grade 16 upon completion of four years' service plus receiving State accreditation in accordance with RCW 36.21.015, Course I, passing IAAO Course I, and passing IAAO Course II.

Progression to each step will be at the expiration of an additional one year in each step, but only if the Franklin County Assessor considers the employee to be performing the full range of job duties in a completely satisfactory manner. Progression may be made earlier than the service times indicated above in cases where the Franklin County Assessor believes the employee's sustained performance is sufficiently above normal and the progression is approved by the Board of Commissioners. Employees considered for early progression shall be limited to no more than two additional steps progression every year. If denied progression by the Board of Commissioners, notification of such denial shall be in writing to the employee.

- a. To A Higher Grade: An employee may be promoted to a higher grade when the employee's qualifications are commensurate with the requirements of such higher grade and a vacancy exists or a new position has been created and classified. Promotions to a higher grade will be made at the salary step with a salary immediately higher than the employee's salary at the lower grade, and the employee's anniversary date shall be adjusted to reflect the effective date of the promotion.
- b. Transfer: A request for reassignment to a different position or classification where a vacancy exists and/or a new position has been created, when there is no change in pay grade. An employee transferred shall be paid at the employee's current salary step. An employee's anniversary date for movement in the pay plan will not change when a transfer occurs.

ARTICLE 23 – UNION VISITS

The Assessor shall admit to the Assessor's office during working hours any authorized representative of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the County Assessor's office work load. Such Union representative shall make arrangements for such visits with the County Assessor, or designated representative, before proceeding to carry out the Union business on County time.

ARTICLE 24 – NEGOTIATIONS

The parties will reopen bargaining subsequent to September 1, of the year this agreement expires and shall schedule bargaining for the successor agreement at mutually agreeable times with a goal to complete the bargaining process prior to the end of the calendar year, and if possible, to receive the Union's financial proposal in advance of the time the County is in the budgeting process in October and November. Exceptions and extensions may be made by mutual agreement.

ARTICLE 25 -- TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing the first day of the month following ratification by all parties, except as otherwise provided in this Agreement, and shall remain in effect until December 31, 2024.

The parties shall commence negotiations upon any proposed modifications according to Article 24. The Agreement shall remain in full force and effect during such negotiations. If, however, no agreement is reached with respect to all such proposed modifications and/or proposals that may be presented for negotiations, after the date on which the Agreement otherwise would have expired, either party thereafter may terminate the Agreement 30 days after written notice of termination is delivered to the other party.

IN WITNESS THEREOF, The parties hereto have set their hands this _____ Day of _____, 2022.

FOR THE UNION
LOCAL 2658 – F, COUNCIL 2

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Monica Crutchfield, Union Steward

Chair



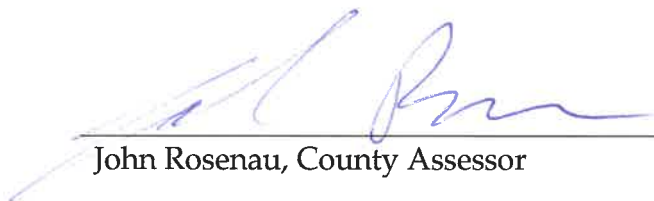
Steve Pinkerton, Staff Representative

Chair Pro Tem

Member

Attest:

Clerk of the Board



John Rosenau, County Assessor

APPROVED AS TO FORM:



Prosecuting Attorney's Office

APPENDIX A – 2022 APPRAISERS SALARY MATRIX

Grade 16	1	2	3	4	5	6	7
ANNUAL	\$ 52,903.50	\$ 55,555.50	\$ 58,344.00	\$ 61,308.00	\$ 64,389.00	\$ 67,626.00	\$ 71,038.50
BI-WEEKLY	\$ 2,034.75	\$ 2,136.75	\$ 2,244.00	\$ 2,358.00	\$ 2,476.50	\$ 2,601.00	\$ 2,732.25
7.5 HR HOURLY	\$ 27.13	\$ 28.49	\$ 29.92	\$ 31.44	\$ 33.02	\$ 34.68	\$ 36.43
7.5 HR OT	\$ 40.70	\$ 42.74	\$ 44.88	\$ 47.16	\$ 49.53	\$ 52.02	\$ 54.65
Grade 14	1	2	3	4	5	6	7
ANNUAL	\$ 43,699.50	\$ 45,903.00	\$ 48,204.00	\$ 50,641.50	\$ 53,196.00	\$ 55,867.50	\$ 58,675.50
BI-WEEKLY	\$ 1,680.75	\$ 1,765.50	\$ 1,854.00	\$ 1,947.75	\$ 2,046.00	\$ 2,148.75	\$ 2,256.75
7.5 HR HOURLY	\$ 22.41	\$ 23.54	\$ 24.72	\$ 25.97	\$ 27.28	\$ 28.65	\$ 30.09
7.5 HR OT	\$ 33.62	\$ 35.31	\$ 37.08	\$ 38.96	\$ 40.92	\$ 42.98	\$ 45.14

Real Property Appraiser I - Grade 14

Real Property Appraiser II - Grade 16