

COLLECTIVELY BARGAINED AGREEMENT

Between

KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY ASSESSOR

and

COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

REPRESENTING

LOCAL 2658
KITTITAS COUNTY APPRAISERS

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

EFFECTIVE JANUARY 1, 2015
THROUGH DECEMBER 31, 2017

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PREAMBLE

This Agreement is made pursuant to the provisions of RCW 41.56, by and between KITTITAS COUNTY BOARD OF COMMISSIONERS and KITTITAS COUNTY ASSESSOR, hereinafter referred to as the "Employer", and Council 2, Washington State Council of County and City Employees, representing Local 2658, American Federation of State County and Municipal Employees AFL-CIO, hereinafter referred to as the "Union".

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 Employer, and desire to regulate the mutual relations between the parties hereto during the terms of this Agreement.

It is being specifically understood and agreed that all provisions herein are subject to existing laws, and if any provision is held or found to be in conflict with the law relating thereto, said provisions shall be void and shall not bind either of the parties thereto. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE I - RECOGNITION

- 1.1: The Employer recognizes the Union as the certified exclusive bargaining representative for employees in the positions of County Appraisers and Sales Analysts for the purpose of collectively bargaining with respect to wages, hours and working conditions as required by RCW 41.56. No employee shall be discharged or taken out of service on account of the lawful Union activities.
- 1.2: EXCLUDED: from the unit are all elected officials, confidential employees and supervisors as defined by RCW 41.56.

ARTICLE II - MANAGEMENT RIGHTS

- 2.1: The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority, except as limited by the terms of this Agreement. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered by the Employer as the Employer from time-to-time may determine.

Affairs of the Employer concerning such prerogatives include but are not limited to the following matters:

- A) The right to establish lawful work rules and procedures.

- B) The right to schedule regular and overtime work as well as 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, or promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- D) The right to discipline, suspend or terminate an employee for just cause.
- E) The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
- F) The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a supervisor.
- G) The right to take actions as may be necessary to carry out Employer services in emergencies.
- H) Any employee within the bargaining unit who may feel they are aggrieved by the exercise of any of the Management Rights specified hereinabove, or any other claimed prerogative, may seek their remedy by the grievance procedure provided in this Agreement.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust enplaced in the officials, in this case, the Board of Kittitas County Commissioners and the Kittitas County Assessor, and the rights and obligations owed thereby to the electorate in conformity with the statutes.

ARTICLE III - MEMBERSHIP

- 3.1: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and those who are not members on the effective date of the Agreement shall, on the thirtieth day following the effective date of the Agreement, become and remain members in good standing in the Union.
- 3.2: It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union. Payment of union dues shall be by payroll deduction and the aggregate amount rendered to the Washington State Council of County and City Employees, PO Box 750, EVERETT,

WA, 98206. The Union agrees to defend and hold the employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this section.

- 3.3: Any employee of the Employer who, for bona fide religious tenets, or teaching of a church or religious body of which such employee is a member, may claim exemption as provided in RCW 41.56.122. In accordance with that statute, such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The public employee shall furnish written proof that such payment has been made. If the public employee and the bargaining representative do not reach agreement on such matter, the Washington State Public Employment Relations Commission shall designate the charitable organization.

ARTICLE IV - CONDITIONS AND DURATION OF AGREEMENT

- 4.1: This Agreement shall be in full force and effect for the period commencing on the first day of January, 2015, and terminating on the 31st day of December, 2017.
- 4.2: It is understood and agreed that all expenditures within this Agreement must first meet the requirements and procedures required by law.

ARTICLE V - NEGOTIATIONS

- 5.1 Either party of this Agreement may select for itself such negotiator or negotiators for purpose of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators. It is understood and agreed that the employees shall name no more than two (2) individuals within the bargaining unit to serve as negotiators. All parties agree and recognize that the right to schedule Union negotiations outside of business hours is retained by management. All parties further recognize the intention of management to schedule these meetings accordingly. It is further agreed that this arrangement does not preclude the inclusion of a professional negotiator or negotiators or the Washington State Council of County and City Employees staff, or their representative. In the event the parties agree to have an outside party brought in to assist with negotiations, such as a paid mediator, management will schedule meetings in an effort to avoid added expense while accommodating the availability of the third party.

ARTICLE VI - TIME TABLE

- 6.1: The tentative target schedule for conferences and negotiations to be carried on by the parties for the Collective Bargaining Agreement shall be as follows:
- A) Submission of Union recommendations to the Board of County Commissioners and County Assessor on or about the third quarter of the year 2014.
 - B) Submission of County's answer by within thirty (30) days of the Union proposal.
 - C) Negotiations (if required) to begin within fifteen (15) days of the County answer.

ARTICLE VII - SUBORDINATE TO STATUTES

This Agreement shall in all respects, whenever 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. Provided, however, the County shall not adopt or change by resolution a County ordinance affecting the wages, hours or working conditions of the County Appraisers without agreement through negotiations with the Union.

ARTICLE VIII - LABOR / MANAGEMENT COMMITTEE

- 8.1: Union members of the committee shall be regular employees of the Employer.
- 8.2: The Committee will meet to discuss matters of mutual concern or when a party believes there are matters which merit discussion. All parties agree and recognize that the right to schedule Labor/Management meetings outside of business hours is retained by management. All parties further recognize the intention of management to schedule these meetings accordingly. Meetings shall be scheduled not later than twenty (20) working days from the date of a request to meet by either party to this agreement. Requests shall be in writing and shall contain the items and topics at issue. The timeline may be waived by mutual agreement of both parties.
- 8.3: The committees will not enter into any agreement which is inconsistent with the terms of this agreement and not approved by each governing body.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.1: The parties hereto recognize the need for fairness and justice in the adjudication of employee, Union 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 resolved through normal means, the grievance will be settled as hereinafter provided.

- 9.2: A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 9.3: Through the procedure as set forth in this Article, a grievance may be presented by an employee, Union or the Employer.
- 9.4: A grievance brought by the Employer shall be filed within ten (10) days of the event or occurrence by written notice to the Local Union Designee and Council 2 Staff Representative. Such grievances will be heard at a joint meeting of the Employer and the Union within ten (10) working days of receipt of notice. If the issue is not resolved, the matter will be submitted to Step 3 of section 9.8 of this article.
- 9.5: Grievances may be heard at any time where practical and feasible. All parties agree and recognize that the right to schedule Union grievance meetings outside of business hours is retained by management.
- 9.6: The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Employer or its designee and the employee or his/her representative may extend the time limits by mutual agreement in writing.
- 9.7: No grievance, other than grievances initiated by the Employer, shall be valid unless said grievance is submitted at Step 1, within five (5) working days from its occurrence. If a grievance is not presented within five (5) working days from its occurrence, said 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.
- 9.8: The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the Assessor within five (5) working days from its occurrence. The Assessor shall respond in writing within ten (10) working days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, the following will occur:

- (a) For issues that involve wages and/or benefits: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the

Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee and/or the Union Representatives and the Board and County representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their written decision within ten (10) working days of the meeting referenced hereinabove.

- (b) For issues that involve hiring, firing, discipline or working conditions set forth by the Assessor: Within ten (10) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the Board of County Commissioners with a copy to the Assessor. The Board and the aggrieved employee and/or Union Representative and County representatives shall arrange a meeting within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their decision in writing to the aggrieved employee, Union, and Elected Official within ten (10) working days of the meeting referenced in this Subsection (b). The decision of the Board of County Commissioners shall be non-binding, with final written determination issued by the Assessor to the aggrieved employee, Union, and Commissioners within ten (10) working days of the BOCC response.

Step 3:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer shall refer the dispute to final and binding arbitration.

- (b) Notice - Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within ten (10) working days after receipt of the Step 2 response.

- (c) Arbitration - Number - Selection: The Union and the Employer will attempt to select an arbitrator within twenty (20) calendar days after receipt of the written notice to arbitrate.

In the event the parties do not agree on an arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of ten (10) names from the register. Upon receipt of the ten names, the parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one name remains. This person will serve as the arbitrator subject to the following provisions.

- (d) Decision - Time Limit:

- (i) The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.

- (ii) Any decision by the arbitrator shall be binding on each party.
- (e) Limitations, Scope and Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the 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 by either the Employer or the Union.
 - (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 said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.
 - (iv) In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
- (f) Arbitration Award - Damages - Expenses:
 - (i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being five (5) working days or less prior to the initial filing of the grievance.
 - (ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.
 - (iii) The arbitrator shall not have authority to award punitive damages. Punitive damages do not include an award for lost wages, or lost benefits.
 - (iv) In the event that either party evaluates and determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that said arbitration award was clearly erroneous or that said arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then and in that event said award may be appealed to Superior Court. Said appeal shall be taken by either party within sixty (60) calendar days from the date of receipt of the written decision of the arbitrator.
 - (v) Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case as well as one-half the expense of the neutral arbitrator.

ARTICLE X - NO STRIKE & NO LOCKOUT

- 10.1: Neither the Union, any agent nor any employee shall cause 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 the employee is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the Employer.
- 10.2: The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE XI - HOURS OF WORK - OVERTIME

- 11.1: The normal working day is from 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch.
- 11.2: An employee will be entitled to overtime if the employee has actually worked in excess of forty (40) hours in a week as defined by the Employer. Overtime shall be accrued in a minimum of one-quarter (1/4) hour increments. If the employee works for more than 10 minutes they will receive a one-quarter (1/4) hour increment of overtime, if the employee works less than ten (10) minutes the time is de minimus and thus no time will be accrued. Vacations, sick leave, holidays, jury duty, military leave, emergency leave, medical leave, maternity leave and/or leaves of absence shall not constitute time worked for purposes of calculating overtime.
- 11.3: Adjustment in the employees' regular hours of work shall not be construed to be in conflict with this Agreement.
- 11.4: For the purpose of computing an employee's base hourly rate, the employee's monthly rate shall be divided by one hundred seventy-three and three hundred thirty three thousandths (173.333) hours.

ARTICLE XII - HOLIDAYS

- 12.1: The following legal paid holidays shall be recognized:

New Years' Day	January 1st
Martin Luther King Jr. Day	3rd Monday of January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September

Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Day	December 25th
One (1) Floating Holiday	

and any day proclaimed a legal holiday by Governor's proclamation. Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

- 12.2: Whenever a holiday falls within a vacation period, that day shall be charged as a holiday. Sick leave shall not be used on a holiday (FMLA may still apply).
- 12.3: If December 24 falls on a regular working day, the Courthouse shall be closed one-half (1/2) day commencing at noon. If the Courthouse is closed on December 24, either because it falls on a weekend or because Christmas falls on a Saturday, then and in that event, there will be no half-day closure on any other date.

ARTICLE XIII - SENIORITY

- 13.1: Subject to the provisions set forth in this Article, seniority shall prevail between qualified employees when promotional vacancies or new jobs occur. Seniority means an employee's length of continuous service within the bargaining unit since the employee's last date of hire.
- 13.2: An employee first hired into the bargaining unit to fill a regular position of employment shall be on a probationary status for a period of twelve (12) months before becoming a regular employee. During the probationary period the employee shall be on a trial basis, during which period the employee may be discharged for any reason without recourse to the grievance or arbitration procedure.

New employees shall be added to the seniority list twelve (12) months after their date of hire.

Employees having achieved regular status who promote to Sales Analyst or Appraiser IV shall serve a six (6) month probationary period in the new position. Regular employees advancing to the position of Appraiser II or Appraiser III are not subject to a probationary period.

During such probationary period, whether or not such employee is qualified to hold the position shall be determined at the sole discretion of the Assessor.

Employees shall not have the right to exercise the grievance procedure pertaining to their ability to succeed in their new position during the probationary period.

In the event a transferred or promoted employee fails in the probationary period of the new position, that employee then has the right to "bump" back to the employee's former position. The employee "bumped" has the right to "bump" to the position previously held provided that in each instance of "bumping" the employee had completed a probationary period in the position the employee seeks to regain.

No provision is made for a voluntary return to the previous position by the promoted or transferred employee. "Bumping" applies only in the case of failure in the new position during the probationary period. Employees should be advised of the provisions of this Agreement at the time of transfer or promotion.

- 13.3: Seniority shall terminate by discharge from service or by voluntarily leaving service. In cases of vacancies, the creation of new jobs, or during reductions in force, seniority shall apply so that employees with the greatest length of service shall be given preference according to their qualifications. The term qualifications is defined as the combination of attributes required by the Assessor and listed in the job posting.
- 13.4: In the event it becomes necessary to layoff any employee or employees, such lay off shall be by seniority. The least senior employee shall be the first employee subject to layoff, provided the remaining employees are qualified and able to perform the work. Any employee(s), laid off shall be eligible for reinstatement for a period of one (1) year. No new employee(s) shall be hired within the affected office or department until available and qualified employees placed on layoff have been offered re-employment in the reverse order of layoff.

To be eligible for re-employment, a laid off employee shall maintain a current address with the employer, and shall be eligible for re-employment only for the period of one (1) year subsequent to the layoff. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee at the address provided by the employee, with a copy by email to the Local Union Designee and Council 2 Staff Representative. An employee shall have ten (10) calendar days from the date of mailing to give notice of accepting or rejecting re-employment. Failure to respond, or rejection of re-employment, will result in removal from the recall list.

Should the employee accept re-employment, they may take another ten (10) business days from acceptance before they are required to return to work. Failure to be available for work within ten (10) business days may result in withdrawal of the re-employment offer and forfeiture of all recall rights under this Section.

- 13.5: In the event the laid off employee with the greatest amount of seniority does not elect to accept an available position with higher rating, then and in that case, the next employee

in rank of seniority and qualifications shall be eligible. In the event the seniority list shall become exhausted, the Employer then has the right to step up persons with less than twelve (12) months of service, or hire a new employee for the position involved.

- 13.6: Any employee who has refused a position shall not have the right to displace the holder of said position.
- 13.7: When a position in the bargaining unit becomes open, it shall be posted on CAMAS (the County's intranet), and may be advertised to the public. All regular employees covered by this Agreement shall be eligible to bid for the position by filling out an application for the position. If two (2) or more applicants for the position are equally qualified and able to perform the work, first preference shall be given to the senior regular employee of the bargaining unit who is presently working in the Assessor's Office.
- 13.8: Temporary employees are not entitled to seniority. Time worked as a temporary employee does not count as continuous service with the County.
- 13.9: Anniversary Date: For purpose of seniority, the anniversary date of an employee shall be the hire date in the Appraisers bargaining unit as set forth in Section 13.1. Employees who have worked in another department of the County and obtain employment within the Appraisers bargaining unit shall be credited any accrued vacation or sick leave previously accumulated with the County. For purposes of vacation accrual, the anniversary date shall be the date of hire into a benefit-eligible position with the County, provided the employee has continuously worked with the County upon entering the bargaining unit. For purposes of salary step increases, the anniversary date shall be the current position hire date. For anniversary dates occurring between the 1st and 15th day of the month any step increase will be effective on the first day of that month; for anniversary dates occurring between the 16th and final day of the month any step increase will be effective on the first day of the following month.

ARTICLE XIV – VACATIONS

- 14.1: Vacation leave with full pay shall be accrued as follows:

0 through 6 months	0 hrs per month
7 through 12 months	10 hrs per month
13 months through 7 years	10 hrs per month
8 through 15 years	13 hrs per month
16+ years	17 hrs per month

- 14.2: The increase in hours of vacation leave accrued shall commence on the first day of the calendar month of the effective anniversary date.

14.3: No employee shall carry over more than two hundred forty (240) hours accumulated vacation as of December 31st of any given year, for employees assigned to a forty (40) hour workweek. The maximum is pro-rated for regular part-time employees. Employees with a total of two hundred forty (240) hours accumulated vacation may continue to accumulate hours earned during a current calendar year provided that those additional vacation hours are used within that year. If said accumulated vacation hours in excess of the maximum are not used by December 31 of any given year, then said hours shall lapse. In no event can any employee be paid greater than two hundred forty (240) hours of accumulated vacation upon separation or retirement.

14.4: Vacation leave may be used in a minimum of one quarter (1/4) hour increments.

14.5: Employees hired prior to the date this Agreement was executed shall accrue leave as noted in the schedule above (14.1). During the first six (6) months of employment, no employee shall be allowed use of vacation leave, nor shall leave be accrued. However, upon completion of six (6) months of employment, the employee shall be credited the appropriate amount of vacation leave and shall earn vacation leave at the appropriate rate each subsequent month.

For employees hired after the date of signing, during the first six (6) months of employment with the county, no employee shall be allowed vacation leave, nor shall leave be accrued, as noted in the schedule above (14.1). Upon completion of six (6) months of employment, the employee shall begin to earn vacation at the appropriate rate each subsequent month.

This section does not apply to promotions.

14.6: For employees hired prior to January 1, 2012: Upon termination or death, all unused accrued vacation leave, up to the maximum allowed, shall be paid to the employee or their estate. Upon signing this Agreement, payment will be in the form of cash payout in the employee's final paycheck. Should the Union decide to have the unused accrued leave paid as a contribution into an HRA VEBA program, they will notify the Human Resource Department in writing no later than December 1 of the year prior to the requested change, which will become effective January 1. The change will affect all members of the bargaining unit and remain in effect until return to cash payout is requested by the Union in writing, which must be submitted to HR by December 1 of the year prior to the requested change for a January 1 effective date. Mid-year changes will not be granted.

For employees hired on or after January 1, 2012: Upon termination or death, and after the employee has completed twenty-four (24) consecutive months of service, all unused accrued vacation leave, up to the maximum allowed, shall be paid to the employee or their estate. Upon signing this Agreement, payment will be in the form of cash payout in the employee's final paycheck. Should the Union decide to have the unused accrued

leave paid as a contribution into an HRA VEBA program, they will notify the Human Resource Department in writing no later than December 1 of the year prior to the requested change, which will become effective January 1. The change will affect all members of the bargaining unit and remain in effect until return to cash payout is requested by the Union in writing, which must be submitted to HR by December 1 of the year prior to the requested change for a January 1 effective date. Mid-year changes will not be granted, and accrued vacation will not be paid out to employees who leave the County prior to completing twenty-four (24) consecutive months of service.

ARTICLE XV - SICK LEAVE

15.1: Use of sick leave for illness or injury may be allowed for any of the following:

- A: Because of, and during illness or injury incapacitating the employee to perform his duties, or by having a scheduled appointment with a licensed person, pertaining to all matters of health, as governed by the State of Washington.
- B: By reason of exposure to contagious disease during such period as his attendance on duty would jeopardize the health of fellow workers or the public (upon request, a doctor's certificate shall be furnished by the employee documenting exposure to contagious disease).
- C: Because of illness in the immediate family, requiring the attendance of the employee.

For the purpose of subsection (C) above, "immediate family" shall include only person(s) related by blood or marriage, guardianship or legal adoption, to the extent of: wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, and other relatives residing in the employee's household.

- 15.2: Sickness shall be reported at the beginning of any period of sick leave, to the immediate supervisor by the employee or a person designated to act for him/her.
- 15.3: Sick leave shall be cumulative to a total of 1,120 hours at the rate of eight (8) hours of leave for each completed month of service and can be taken as needed.
- 15.4: Sick leave may be used in a minimum of one quarter (1/4) hour increments.
- 15.5: Leave for the birth or adoption of a child shall be allowed as provided by federal and state laws (see Family and Medical Leave).
- 15.6: As of March 1, 1987, employees previously hired, shall have their sick leave accumulation identified and recorded. Those employees hired prior to March 1, 1987, and who have at

least thirty (30) hours of accumulated sick leave upon retirement, layoff due to reduction in force, or upon the death of the employee (payable to the estate) shall receive in cash twenty-five percent (25%) of accumulated sick leave, not to exceed twenty-five percent (25%) of the employee's accumulation as of March 1, 1987. Provided further, that those employees hired prior to March 1, 1987, whose accumulations are reduced below the recorded accumulation as of March 1, 1987, shall only receive twenty-five percent (25%) of the reduced accumulation. Upon signing this Agreement, payment will be in the form of cash payout in the employee's final paycheck. Should the Union decide to have the unused accrued leave paid as a contribution into an HRA VEBA program, they will notify the Human Resource Department in writing no later than December 1 of the year prior to the requested change, which will become effective January 1. The change will affect all members of the bargaining unit and remain in effect until return to cash payout is requested by the Union in writing, which must be submitted to HR by December 1 of the year prior to the requested change for a January 1 effective date. Mid-year changes will not be granted.

- 15.7: Except as provided in the previous Section 15.6, any and all accumulated sick leave earned subsequent to March 1, 1987, shall have no cash out value. Employees shall receive no cash pay out upon separation from employment at Kittitas County, for leave accumulated after March 1, 1987.
- 15.8: Upon termination of employment, sick leave will be prorated for the month of departure to the effective date of termination.
- 15.9: The parties mutually agree that cash out of unused accrued sick leave or any other claimed accumulation of unused time, shall not be included in calculation of employee's retirement pension. All excess compensation, as defined by applicable state law, is deemed never to have existed for the purposes of employee pension. The Employer, the Union and the employees recognize that the Department of Retirement Systems shall be notified of these payments, but that they shall not be included in that calculation of the employee's final average compensation.

ARTICLE XVI - ADJUSTMENT FOR WORKER'S COMPENSATION

- 16.1: For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for worker's compensation in accordance with state law.
- 16.2: The employee shall use accumulated sick leave, then submit their worker's compensation timeloss payment to the Auditor's office to replenish, or "buy back" their sick leave. If the employee does not have any sick leave accrued, vacation will substitute before leave without pay will be granted. In the event of overpayment, the employee is obligated to return such overpayment to the Employer.

- 16.3: Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.
- 16.4: Nothing herein pertains to permanent disability award.
- 16.5: No employee shall receive any compensation in combination of sick leave, vacation leave, and workmen's compensation which is greater than the employee's daily or monthly salary.

ARTICLE XVII - FAMILY AND MEDICAL LEAVE

- 17.1: FAMILY MEDICAL LEAVE ACT (FMLA): Under the terms of The Family and Medical Leave Act of 1993 (FMLA), employees may request leave under the following conditions:
- A. For the birth of a son or daughter, and to care for the newborn child;
 - B. For placement with the employee of a son or daughter for adoption or foster care;
 - C. To care for the employee's spouse, son, daughter or parent with a serious health condition; and
 - D. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period.

The twelve (12) month period is a rolling 12-month period measured backward from the date an employee uses FMLA leave.

The Employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical Leave.

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing, and at least thirty (30) days in advance, unless emergency or unforeseen circumstances exist, then as soon as practicable.

This Section shall be consistent with the FMLA and adopted regulations and is not intended to expand upon the rights set forth in said Act or regulations.

ARTICLE XVIII - HEALTH AND WELFARE

- 18.1 The County participates in an insurance trust with the Washington Counties Insurance Fund, which provides a choice of medical, dental, vision, and life insurance plans for employees of the County.

18.1.1: Effective January 1, 2015, the Employer agrees to contribute \$763.97 per employee per month for benefit premiums and contributions to be used to purchase employee healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund. Any monies not required for employee healthcare coverage may be designated by the employee to purchase dependent healthcare coverage (medical, dental, vision, and basic life) through the Washington Counties Insurance Fund.

18.1.2: Effective January 1, 2016, the employer agrees to contribute the set dollar amount determined to be the baseline for the 2016 budget by the Board of County Commissioners. It is agreed that this amount will be equivalent to the amount granted to non-bargained employees including elected officials, but not lower than the 2015 contribution of \$763.97.

18.1.3: Effective January 1, 2017, the employer agrees to contribute the set dollar amount determined to be the baseline for the 2017 budget by the Board of County Commissioners. It is agreed that this amount will be equivalent to the amount granted to non-bargained employees including elected officials, but not lower than the 2015 contribution of \$763.97.

Purchase of employee healthcare coverage is mandatory in all areas offered through the Washington Counties Insurance Fund (medical, vision, dental, life), except that employee medical coverage may be waived in compliance with plan rules when the employee can document existing alternate medical coverage and sign a plan rules waiver. Should the WCIF or Kittitas County no longer allow waiver of coverage, employees will be required to enroll in a medical plan through the County. Purchase of dependent healthcare coverage is optional.

The County contribution may be directed into any cafeteria qualified plan adopted by the County during the length of the contract. Any monies remaining after being applied to mandatory employee coverage and optional dependent coverage shall be contributed to an HRA VEBA program. All dependent healthcare premium must be paid prior to contributing to VEBA.

- 18.2: Provisions of 18.1 and its subsections are contingent upon the continued availability or selection of the current coverage programs in place through the Washington Counties Insurance Fund. Should state or federal legislation require the employer to alter pertinent sections of the agreement, the County will provide as much advanced notice as possible to the Union Representative and Union President.

- 18.3: The Employer agrees to retain the Social Security benefits during the life of this Agreement.
- 18.4: The Employer agrees to process a payroll deduction from the employee's paycheck for the cost of long-term disability insurance provided by the WSCCCE Long-Term Disability Trust. The Union agrees to hold harmless and indemnify the County for any loss or other issue regarding the payroll deduction and/or for any loss, damage or other claim regarding the long-term disability insurance trust, its administration or any and all issues related thereto. The County will be required to provide one (1) check on a monthly basis to the disability trust, covering deductions from any and all employees requesting long-term disability insurance payroll deductions.

ARTICLE XIX - WAGES

- 19.1: Wages paid to employees of the bargaining unit are set forth in the salary schedule, which is attached hereto and incorporated by this reference as Exhibit "A".
- A. Effective January 1 and July 1 of each year of this Agreement, the salary percentage increase shall be 1%. Annual step increases to eligible members are reinstated.
- 19.2: Travel Expense: The parties agree that the County Travel Policies for seminars and training courses shall be applied to employees of the bargaining unit in accordance to the current County travel policies. The parties agree that the bargaining unit members have no claim for past or future expense for lunches or meals except as provided in the County travel policies for seminars and training courses.

ARTICLE XX - BEREAVEMENT, MILITARY LEAVE, JURY DUTY, & LEAVE OF ABSENCE

- 20.1: In the event of death in the appraiser's immediate family, paid Bereavement Leave shall be limited to three (3) days in any one instance. The Employer may grant additional days, not to exceed five (5) days, if the death of an immediate family member occurs out of state. Immediate family includes only persons related by blood or marriage or legal adoption to the extent of: wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee and other relatives residing in the employee's household.
- 20.2: Every employee covered by this agreement who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to, and shall be granted, military leave of absence from employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the

following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. A copy of the orders will be attached to the employee's timesheet.

- 20.3: Any employee who is called for jury duty shall receive from the County the difference between the employee's regular pay and the compensation received for jury duty. Any such absence shall not be counted as accumulated sick leave or vacation leave.
- 20.4: At the discretion of the Assessor, leave with pay not to exceed two (2) weeks shall be granted for job related educational leaves. This includes educational courses offered by the Assessor's Association, the Department of Revenue, the Society of Real Estate Appraisers, the American Institute of Real Estate Appraisers, the International Association of Assessing Officers (IAAO), and other approved educational organizations. During the leave period, the employee will accrue the regular vacation, sick leave, and seniority rights as provided by this Agreement.
- 20.5: The County agrees to pay appraiser membership dues for the International Association of Assessing Officers (IAAO) for the Appraiser IV/Lead Appraiser.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed this _____ day of _____, 2014, by their duly constituted and legal representatives as follows:

FOR THE UNION:

Tom Cash, Staff Representative
WSCCCE, Council 2

Dana Glenn, Local Union Designee
Local 2658

Darin Yusi, Bargaining Team
Local 2658

FOR THE EMPLOYER:

Paul Jewell, Chairman
Board of County Commissioners

Gary Berndt, Vice-Chairman

Obie O'Brien, Commissioner

Marsha Weyand, Assessor

Exhibit "A"**Appraiser Position Structure & Advancement Procedures****Compensation Plan Administration:**

- (A) The bargaining unit agrees that the employer should have some latitude in hiring of new employees and determinations of employee advancements. Disagreements over employee advancements may be addressed first through the Union Labor Management Committee and finally through the Grievance Procedure.
- (B) Maintenance of Accreditation by the State of Washington, Department of Revenue is an understood condition of employment for Appraiser II, III, IV and Sales Analyst.
- (C) The following job descriptions are short summaries and are not to be interpreted as being fully encompassing.
- (D) There shall be one year of service between all horizontal step increases.

APPRAISER I: Non-Accredited Apprentice

MONTHLY	STEP I	STEP II
<i>Current</i>	\$3,564	\$3,653
1/1/15	\$3,600	\$3,690
7/1/15	\$3,636	\$3,727
1/1/16	\$3,672	\$3,764
7/1/16	\$3,709	\$3,802
1/1/17	\$3,746	\$3,840
7/1/17	\$3,783	\$3,878

- (A) Movement from Step I to Step II is automatic with one year of service.
- (B) Incumbents work under close supervision as they learn the appraisal methods and procedures specific to this jurisdiction. The employer agrees to provide education, guidance, and work opportunities that will assist the employee in developing Appraiser II skills. When an employee earns a certificate of accreditation from the State of Washington Department of Revenue, the employee will be advanced to Appraiser II Step I.
- (C) If the employee fails to pass the DOR accreditation exam within two (2) attempts, then the employee may be terminated without recourse.

APPRAISER II: Accredited Apprentice

MONTHLY	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
<i>Current</i>	\$3,745	\$3,839	\$3,935	\$4,033	\$4,134	\$4,237
1/1/15	\$3,782	\$3,877	\$3,974	\$4,073	\$4,175	\$4,279
7/1/15	\$3,820	\$3,916	\$4,014	\$4,114	\$4,217	\$4,322
1/1/16	\$3,858	\$3,955	\$4,054	\$4,155	\$4,259	\$4,365
7/1/16	\$3,897	\$3,995	\$4,095	\$4,197	\$4,302	\$4,409
1/1/17	\$3,936	\$4,035	\$4,136	\$4,239	\$4,345	\$4,453
7/1/17	\$3,975	\$4,075	\$4,177	\$4,281	\$4,388	\$4,498

- (A) The employee at Step I of this level works with indirect supervision and applies appraisal principles and techniques in performing entry-level appraisals of real properties. He/she must successfully complete required appraisal education courses. With the Department of Revenue accreditation, the employee is able to work more independently towards developing journey level skills. The employer agrees to provide education, guidance, and work opportunities that will assist the employee in developing Appraiser III full journey level appraiser skills.
- (B) Employment as Appraiser II is contingent on the employee successfully progressing towards Appraiser III qualifications. Employees that do not progress towards developing Appraiser III skills may be terminated.
- (C) A new employee that is accredited by the Washington State Department of Revenue (DOR), is a Department of Licensing Washington State-licensed Real Estate Appraiser, or State-certified Residential Real Estate Appraiser, may be hired as an Appraiser II and placed at Step 1 or 2 on the Appraiser II wage scale. The employee must earn a DOR accreditation within one (1) year or the employee may be terminated without recourse.
- (D) The Appraiser II when promoted to Appraiser III will move the equivalent of two steps or to step one of the Appraiser III step plan, whichever is higher.
- (E) Any one of the following events will promote an Appraiser II to an Appraiser III:
 - 1) Four (4) years of employment as an Appraiser II plus successful completion of IAAO Course II Income Approach to valuation.
 - 2) Five (5) years employment as an Appraiser II will automatically cause a promotion to Appraiser III if the appraiser has never been provided by the employer an opportunity to take IAAO Course II Income Approach to Valuation.
 - 3) The Assessor's approval based on the employee having fulfilled satisfactory equivalency requirements to option 1.

APPRAISER III: Full Journey Level Appraiser

MONTHLY	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
<i>Current</i>	\$4,134	\$4,236	\$4,343	\$4,451	\$4,563	\$4,676
1/1/15	\$4,175	\$4,278	\$4,386	\$4,496	\$4,609	\$4,723
7/1/15	\$4,217	\$4,321	\$4,430	\$4,541	\$4,655	\$4,770
1/1/16	\$4,259	\$4,364	\$4,474	\$4,586	\$4,702	\$4,818
7/1/16	\$4,302	\$4,408	\$4,519	\$4,632	\$4,749	\$4,866
1/1/17	\$4,345	\$4,452	\$4,564	\$4,678	\$4,796	\$4,915
7/1/17	\$4,388	\$4,497	\$4,610	\$4,725	\$4,844	\$4,964

- (A) The full journey level of the appraiser job family is the Appraiser III. The Appraiser III conducts appraisals of land, single and multi-family residences, apartment complexes, neighborhood businesses and agricultural properties. The journey level position exercises more independence, understands variations from the norm, and may be responsible for training entry-level incumbents. The position requires knowledge of property tax laws, standard appraisal theory, methods and techniques applicable to the valuation of land, residential, commercial and agricultural properties; legal descriptions and instruments of ownership; real estate law; types and qualities of residential materials and construction.
- (B) If a new employee is hired that already meets the qualifications for Appraiser III, then the employer has the option of placing that person at Step 1 or 2 of the Appraiser III pay scale. New employees with a state-certified General Real Estate license may qualify for this option but must become accredited by the DOR within one (1) year or the employee may be terminated without recourse.

APPRAISER III: Sales Analyst

MONTHLY	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
<i>Current</i>	\$4,451	\$4,563	\$4,676	\$4,794	\$4,914	\$5,036
1/1/15	\$4,496	\$4,609	\$4,723	\$4,842	\$4,963	\$5,086
7/1/15	\$4,541	\$4,655	\$4,770	\$4,890	\$5,013	\$5,137
1/1/16	\$4,586	\$4,702	\$4,818	\$4,939	\$5,063	\$5,188
7/1/16	\$4,632	\$4,749	\$4,866	\$4,988	\$5,114	\$5,240
1/1/17	\$4,678	\$4,796	\$4,915	\$5,038	\$5,165	\$5,292
7/1/17	\$4,725	\$4,844	\$4,964	\$5,088	\$5,217	\$5,345

- (A) Creates and implements computer based residential and commercial appraisal processes and information. Incumbents within this class coordinate and maintain centralized sales information to establish data for adjustments of property to market value. Requires advanced appraisals skills and exceptional computer skills. This level is limited to two employees one of whom acts as administrator of the appraisal and assessment software system.

- (B) When job openings occur, Appraiser III (Full Journey) level employees from within the bargaining unit will first be considered for these positions. If an Appraiser III is not available, then the employer may seek Appraiser III (Full Journey) level candidates from outside the County. Outside Appraiser III level candidates may be started on the Appraiser III (Full Journey) Step 1 or 2 if the person has appraisal experience but not sales analyst experience. Once the employer determines that the candidate has developed the required computer and analytical skills, then the candidate may be advanced to step 1 of the Sales Analyst pay scale. If a candidate has strong sale analysis experience when first hired, then she/he may start at the Sales Analyst step I.

If attempts to hire an Appraiser III level candidate are unsuccessful, the employer may consider Appraiser II or Appraiser I candidates. Apprentice Sales Analyst will follow the same step plan as Appraiser Apprentices until promoted to Journey Level Appraiser III/Sales Analyst.

- (C) Database management and statistical skills may be considered as relevant experience.

APPRAISER IV: Lead Appraiser

MONTHLY	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
<i>Current</i>	\$4,821	\$4,942	\$5,066	\$5,193	\$5,321	\$5,454
1/1/15	\$4,869	\$4,991	\$5,117	\$5,245	\$5,374	\$5,509
7/1/15	\$4,918	\$5,041	\$5,168	\$5,297	\$5,428	\$5,564
1/1/16	\$4,967	\$5,091	\$5,220	\$5,350	\$5,482	\$5,620
7/1/16	\$5,017	\$5,142	\$5,272	\$5,404	\$5,537	\$5,676
1/1/17	\$5,067	\$5,193	\$5,325	\$5,458	\$5,592	\$5,733
7/1/17	\$5,118	\$5,245	\$5,378	\$5,513	\$5,648	\$5,790

- (A) This level is distinguished from the third level by the advanced knowledge and complexity of appraisal work. The incumbent serves as the planner of technical work of lower level appraisers, which includes scheduling and distributing the workload of the appraisal section. At the Appraiser IV level, the employee is expected to perform research and make recommendations for policy and procedural changes and improvements. The Appraiser IV trains and provides technical guidance to other appraisers.
- (B) The County will employ one Appraiser IV.