



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 22, 2005**

**Ordinance 15130**

**Proposed No.** 2004-0532.1

**Sponsors** Patterson and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and one memorandum of agreement  
3 negotiated by and between King County and Public,  
4 Professional & Office-Clerical Employees and Drivers,  
5 Teamsters Local 763 representing employees in the  
6 department of assessments; and establishing the effective  
7 date of said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement and one memorandum of  
12 agreement negotiated between King County and Public, Professional & Office-Clerical  
13 Employees and Drivers, Teamsters Local 763 representing employees in the department  
14 of assessments and attached hereto is hereby approved and adopted by this reference  
15 made a part hereof.

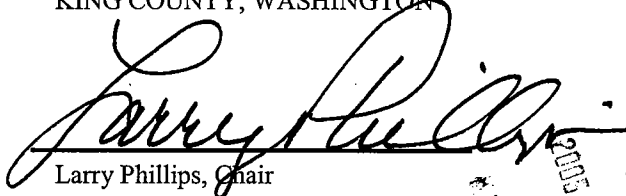
16                    SECTION 2. Terms and conditions of said agreement shall be effective from  
17                    January 1, 2004, through and including December 31, 2006.

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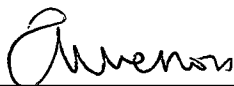
Ordinance 15130 was introduced on 11/15/2004 and passed by the Metropolitan King  
County Council on 2/22/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr.  
Irons, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

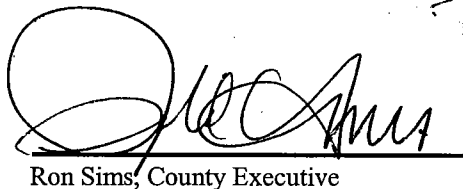
ATTEST:



Anne Noris, Clerk of the Council

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KING COUNTY CLERK & COUNCIL

APPROVED this 22 day of February, 2005.

  
Ron Sims, County Executive

**Attachments**

A. Agreement by and between King County, Washington and Public, Professional &  
Office-Clerical Employees and Drivers Local Union No. 763 January 1, 2004 through  
December 31, 2006, B. Memorandum of Agreement by and between King County and  
Teamsters Local 763 representing employees in Department of Assessments

1 AGREEMENT

2 by and between

3 KING COUNTY, WASHINGTON

4 and

5 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

6 LOCAL UNION NO. 763

7 January 1, 2004 through December 31, 2006

8

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**AGREEMENT**

**by and between**

**KING COUNTY, WASHINGTON**

**and**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**

**LOCAL UNION NO. 763**

**REPRESENTING EMPLOYEES IN**

**DEPARTMENT OF ASSESSMENTS**

**January 01, 2004 through December 31, 2006**

THIS AGREEMENT is by and between KING COUNTY, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

1 **ARTICLE 1: PURPOSE**

2           1.1 The intent and purpose of this Agreement is to promote the continued improvement of the  
3 relationship between King County and its employees and to set forth the wages, hours and other working  
4 conditions of such employees provided the Employer has authority to act on such matters.

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1 **ARTICLE 2: NON-DISCRIMINATION**

2           2.1 The Employer and the Union shall not unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions or privileges of employment because of race, color, religion,  
4 national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental or physical  
5 handicap.

6           Grievances under this Article shall be pursued only through Step 2 of the grievance procedure in  
7 this Agreement.

8           2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are  
9 intended and shall be construed so as to apply equally to either gender.

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1 **ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION**

2           **3.1 Recognition** - The Employer recognizes the Union as the exclusive bargaining  
3 representative for those employees of the Department of Assessments whose job classifications are listed  
4 in the attached Appendix "A."

5           **3.2 Union Membership** - It shall be a condition of employment that all employees covered by  
6 this Agreement who are members of the Union in good standing on the effective date of this Agreement  
7 shall remain members in good standing and those who are not members in good standing on the  
8 effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this  
9 Agreement, become and remain members in good standing in the Union, or pay an agency fee to the  
10 Union to the extent permitted by law. It shall also be a condition of employment that all employees  
11 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date  
12 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain  
13 members in good standing in the Union, or pay an agency fee to the Union to the extent permitted by  
14 law.

15           **3.2.1** Nothing contained in this Article shall require an employee to join the Union who  
16 can qualify for an exemption based on the employee's bona fide religious belief, or the bona fide  
17 religious tenets or teachings of a church or religious body of which the employee is a member (in which  
18 case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a non-  
19 religious charity mutually agreed upon by the employee affected and the Union), or as otherwise  
20 provided by law. The employee shall every thirty (30) days furnish proof that such payment has been  
21 made.

22           **3.2.2** Failure to abide by the provisions of Section 3.2 or 3.2.1, or meet statutory  
23 obligations, shall be cause for dismissal; provided that the Employer has no duty to act until the Union  
24 submits a written request for discharge to the King County Labor Relations Manager with a copy to the  
25 Department of Assessments. Within fifteen (15) days after receipt of such request, the Employer will  
26 notify the employee of its intent to dismiss him/her for failure to fulfill Union obligations as set forth in  
27 Sections 3.2 and 3.2.1 above.

28           **3.3 Dues Deduction** - Upon receipt of a written authorization individually signed by a

1 bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount  
2 of dues as certified by the Secretary of the Union and shall transmit the same to the Treasurer of the  
3 Union.

4           **3.3.1** The Union shall indemnify, defend and hold the Employer harmless against any  
5 claims made and against any suit instituted against the Employer on account of any checkoff of dues for  
6 the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the  
7 check-off provision upon presentation of proper evidence thereof.

8           **3.4 Union Notification** - Within five (5) days from assignment of an employee for regular  
9 employment, the Employer shall forward to the Union a completed membership application form signed  
10 by that employee. The Employer shall notify the Union promptly of all employees leaving its  
11 employment.

12           **3.5 Non-Discrimination** - No member of the Union shall be discharged or discriminated against  
13 for upholding Union rules or principles or doing committee work in the interest of the Union; provided  
14 however, it does not interfere with the performance of their job duties.

15           **3.6 Visitation Rights** - Authorized representatives of the Union may, after notifying the  
16 Employer, visit the work location of employees covered by this Agreement at any reasonable time.

17           **3.7 Shop Stewards** - The Employer agrees to recognize employees designated by the Union as  
18 Shop Stewards. When contract administration business is conducted during working hours, the Steward  
19 is responsible for clearing time away from work with his/her manager or supervisor.

20           **3.8 Bulletin Boards and Union Communications** - The Union shall be allowed use of bulletin  
21 board space to post Union notices. Only recognized Union officers, Stewards, and Union staff will be  
22 entitled to post Union materials, and only materials originating from the Union office and bearing the  
23 Union logo, or signed by a staff member or officer of the Union, may be posted on the Union bulletin  
24 board space. No materials of a political nature will be posted. Union staff members shall be allowed to  
25 post electronic mail notices on the Employer's system if the notices meet the same requirement,  
26 provided they comply with King County policies governing electronic mail and internet use. The parties  
27 understand and agree that there is no guarantee of privacy of electronic mail messages. In no  
28 circumstances shall use of the Employer's equipment interfere with normal operations or service to the



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public.

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, and similar equipment for purposes of contract administration. In addition, Stewards and Union staff may use the Employer's electronic mail system for communications related to contract administration, provided they comply with King County policies governing electronic mail and internet use. In no circumstances shall use of the Employer's equipment interfere with operations and/or service to the public.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2           4.1 The management of the County and the direction of the work force is vested exclusively  
3 in the Employer subject to terms of this Agreement. All matters not covered or treated by the  
4 language of this Agreement may be administered for its duration by the Employer in accordance with  
5 such policy or procedures as the Employer from time to time may determine.

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1 **ARTICLE 5: STEP ADVANCEMENT AND PROFESSIONAL EDUCATION**

2 5.1 The classifications of employees covered by this Agreement and the corresponding rates of  
3 pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4 5.2 New employees shall be hired at Step 1 of their respective Pay Range, or at a higher step at  
5 the Employer's discretion, and advanced to the next step after the successful completion of a probation  
6 period. Advancement to the next step may be denied upon serving written notice to the employee  
7 specifying the reason thereof.

8 5.3 Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase  
9 on January 1st of each year, provided their performance is satisfactory. An employee must complete  
10 his/her probationary period prior to October 1st to be eligible for a Step increase the following January  
11 1st.

12 5.3.1 Employees at Step 10 are not eligible for Step increases; provided however,  
13 employees receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those  
14 awards, provided that their performance is rated outstanding each succeeding year. Once an above Step  
15 10 award is lost, it shall not be reinstated.

16 5.4 Professional education shall be compensated at the rate of twenty dollars (\$20.00) per month  
17 for successful completion of each International Association of Assessing Officers (IAAO) course  
18 beginning with Course 102. The following courses qualify under this program (however, all courses  
19 must be approved in advance by the Employer to qualify for reimbursement):

<b>IAAO Foundation Program:</b>	
Course 102:	Income Approach to Valuation
Course 103:	Development and Writing Narrative Appraisal Reports

<b>IAAO Advanced Program:</b>	
Course 201:	Appraisal of Land
Course 202/112:	Income Approach to Valuation II
Course 207:	Industrial Property Appraisal
Course 300:	Fundamentals of Mass Appraisal
Course 301:	Mass Appraisal of Residential Property
Course 302:	Mass Appraisal of Income-Producing Property
Course 303:	Computer-Assisted Assessment Systems
Course 305:	CAMA Valuation Model Building

1           **5.4.1** In addition to those courses set forth within Section 5.4, employees shall also be  
2 compensated twenty dollars (\$20.00) per month for the successful completion of any of the following  
3 courses:

4           Any appraisal course approved by the State of Washington Department of Licensing and used  
5 for initial certification; and

6           Any other professional education course approved in advance by the Employer. With advance  
7 approval, employees may repeat courses used to qualify for initial certification in order to maintain the  
8 ten-year eligibility for compensation set forth in Section 5.4.3 below.

9           **5.4.2** Employees shall also be eligible for compensation at the rate of seventy-five  
10 dollars (\$75.00) per month for any of the following professional designations:

11                         Washington State Certified Real Estate Appraiser - General or Residential;

12                         International Association of Assessing Officers - CAE, RES, CMS or PPS;

13                         Appraisal Institute - MAI, SRPA or SRA;

14                         American Society of Appraisers - ASA;

15                         National Association of Independent Fee Appraisers - IFA, IFAS, IFAA or

16                                 IFAC;

17                         Certified Public Accountant; and

18                         Any other professional designation approved in advance by the Employer.

19           **5.4.3** The sum of compensation provided pursuant to Sections 5.4, 5.4.1 and 5.4.2 shall  
20 in no instance exceed two hundred dollars (\$200.00) per month per employee. Eligibility for  
21 compensation for any specific course shall cease ten years after the date of course completion; however,  
22 employees may, with advance approval, repeat a course in order to maintain eligibility for compensation.  
23 The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth  
24 within Appendix "A."

1 **ARTICLE 6: HOURS OF WORK**

2           **6.1** Except as modified below, the workweek shall consist of five (5) consecutive standard  
3 workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall  
4 normally be scheduled Monday through Friday. The working hours of each day shall normally be  
5 between 6:00 A.M. and 5:00 P.M., for which the regular hourly rate on the appropriate salary schedule  
6 shall be paid as set forth in Appendix "A" of this Agreement.

7           **6.1.1** The workweek for employees working a four (4) day workweek schedule shall  
8 consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch  
9 period, and shall normally be scheduled Monday through Thursday, between 6:00 A.M. and 6:00 P.M.

10           **6.2** Workweek schedules shall not be altered for the purpose of avoiding the payment of  
11 overtime. No employee shall be required to work on the employee's scheduled day off in lieu of the  
12 employee's scheduled workday. Nothing herein shall be construed as meaning that any employee shall  
13 receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with  
14 Section 7.1 or 7.1.1.

15           **6.3** Each employee shall be assigned a regular starting time which shall not be changed prior to  
16 the beginning of the following week without the mutual consent between the employee and the  
17 Employer. In the event an employee's starting time is changed prior to the beginning of the following  
18 week, the employee shall be paid in accordance with the provisions of Article 7.

19           **6.3.1** Employees may have starting and ending times, and work days, which are different  
20 than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the  
21 Employer.

22           **6.4** Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift  
23 worked.

24           **6.5** The Employer shall have the right to discontinue the four (4) day workweek schedule for  
25 any reason provided at least four (4) weeks prior notification is given, after which the terms and  
26 conditions of five (5) day week schedule portions of this Agreement shall become operative. Nothing in  
27 this Section shall be interpreted in such a way so as to prevent individual employees from returning to a  
28 five (5) day workweek schedule with one (1) week prior notification by the Employer.

1           **6.6** When an employee who normally works Monday through Thursday is absent from work due  
2 to adverse weather conditions or the observance of religious holidays, the employee shall be permitted to  
3 make up the work on the employee's scheduled Friday off in lieu of using paid leave time, provided that  
4 all of the following conditions are satisfied: 1) the time is made up within the next two (2) full weeks; 2)  
5 supervision will be available without special scheduling; however, field staff may be given material for  
6 Friday's assignment on Thursday; and 3) the hours being made up do not result in overtime pay for the  
7 employee.

8           **6.6.1** Section 6.6 does not apply to any situation where the Assessor or designee  
9 officially closes operations in the Department of Assessments because of adverse weather conditions, or  
10 orders employees to leave the work site. In that event, employees shall be paid for the normally  
11 scheduled work day.

1 **ARTICLE 7: OVERTIME**

2           7.1 Except as otherwise provided in this Article, employees on a five (5) day schedule shall be  
3 paid at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for all  
4 hours worked in excess of eight (8) hours in one day, exclusive of lunch period, or forty (40) hours in  
5 one week.

6           7.1.1 Employees on a four (4) day schedule shall be paid at the rate of one and one-half  
7 (1-1/2) times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10)  
8 hours in one day, exclusive of lunch period, or forty (40) hours in one week.

9           7.2 A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where  
10 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rate.

11           7.2.1 A callout is defined as any situation where the employee has left work and is  
12 subsequently contacted and required to return to work prior to the employee's next scheduled work shift.

13           7.2.2 Scheduled overtime is not a callout and shall be paid at the straight time rate until  
14 the employee qualifies for time and one-half pay pursuant to Sections 7.1 or 7.1.1.

15           7.3 All overtime shall be authorized in advance by the Department Director or designee in  
16 writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a  
17 regularly scheduled workday for the individual crew.

18           7.4 Emergency work at other than the normally scheduled working hours, or special scheduled  
19 working hours not enumerated above, shall be credited as such. This unscheduled and emergency  
20 overtime shall be compensated as overtime and in the event this overtime work is accomplished prior to  
21 the normal working hours and the employee subsequently works the employee's regular shift, the  
22 employee's regular shift shall be compensated at regular time.

23           7.5 If any provision of this Article conflicts with minimum standards established by RCW  
24 49.46, then that provision shall be automatically amended to provide the minimum standards.

25           7.6 **Compensatory Time** - With mutual agreement of the Employer and employee,  
26 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time  
27 may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be  
28 approved unless the employee's absence during the period requested will unduly disrupt the operations

1 of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in  
2 which it is earned unless such utilization is not feasible due to the work demands of the position, in  
3 which case the employee may request and the department director or designee may approve the  
4 carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory  
5 hours must be used within the first quarter of the new year.

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1 **ARTICLE 8: HOLIDAYS**

2       **8.1** All regular and term-limited temporary employees shall be granted the following holidays  
3 with pay:

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5       New Year's Day	January 1st
6       Martin Luther King, Jr's Birthday	3rd Monday in January
7       President's Day	3rd Monday in February
8       Memorial Day	Last Monday in May
9       Independence Day	July 4th
10      Labor Day	1st Monday in September
11      Veteran's Day	November 11th
12      Thanksgiving Day	4th Thursday in November
13      Day After Thanksgiving Day	4th Friday in November
14      Christmas Day	December 25th

15

16               and any day designated by public proclamation of the Chief Executive of the State as a legal  
17 holiday. Any holiday improvements granted to other County employees shall be provided to all  
18 bargaining unit employees.

19       **8.2** For all employees employed on a five (5) day workweek schedule, whenever a holiday falls  
20 upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a  
21 Saturday, the preceding Friday shall be observed as the holiday.

22               **8.2.1** For all employees employed on a four (4) day work schedule during any week in  
23 which a holiday occurs, the Department of Assessments shall observe the holiday on the appropriate  
24 day; provided however, sufficient staff will be required to enable the Department to remain open for four  
25 (4) days except during Thanksgiving week. To accommodate the office remaining open for four (4)  
26 days, sufficient employees shall be required to work to maintain a reasonable level of service as  
27 scheduled by the Department Director. These employees shall be provided a substitute day off in  
28 conjunction with the preceding or following weekend. When the holiday falls on a Friday or Saturday,

1 employees shall be provided a substitute day off on either the preceding Thursday or the following  
2 Monday.

3 **8.3** Holidays paid for but not worked shall be recognized as time worked for the purpose of  
4 determining weekly overtime.

5 **8.4** Work performed on holidays shall be paid for at one and one-half (1-1/2) times the  
6 employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.

7 **8.5** All holidays shall be observed in accordance with RCW 1.16.050, as amended.

8 **8.6** All employees employed on a five (5) day workweek schedule shall receive two (2)  
9 additional personal holidays to be administered through the vacation plan. One day shall be added to  
10 accrued vacation on the first of October and on the first of November of each year. These days can be  
11 used in the same manner as any vacation day earned.

12 **8.6.1** Four (4) day per week employees assigned to temporary counter duty shall receive  
13 one and three-fourths (1-3/4) hours of credited vacation time for each holiday occurring during the said  
14 employee's assignment to a five (5) day work week schedule.

1 **ARTICLE 9: VACATIONS**

2 **9.1** Regular full-time and term-limited temporary employees shall receive vacation benefits  
3 as indicated in the following table:

4

5	6	7	8
Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation	
9	10	11	12
Upon hire through end of Year 5	7.00 hours	84 hours	
13	14	15	16
Upon beginning of Year 6	8.75 hours	105 hours	
17	18	19	20
Upon beginning of Year 9	9.33 hours	112 hours	
21	22	23	24
Upon beginning of Year 11	11.67 hours	140 hours	
25	26	27	28
Upon beginning of Year 17	12.25 hours	147 hours	
29	30	31	32
Upon beginning of Year 18	12.83 hours	154 hours	
33	34	35	36
Upon beginning of Year 19	13.42 hours	161 hours	
37	38	39	40
Upon beginning of Year 20	14.00 hours	168 hours	
41	42	43	44
Upon beginning of Year 21	14.58 hours	175 hours	
45	46	47	48
Upon beginning of Year 22	15.17 hours	182 hours	
49	50	51	52
Upon beginning of Year 23	15.75 hours	189 hours	
53	54	55	56
Upon beginning of Year 24	16.33 hours	196 hours	
57	58	59	60
Upon beginning of Year 25	16.92 hours	203 hours	
61	62	63	64
Upon beginning of Year and beyond 26	17.50 hours	210 hours	

23 **9.1.1.** Notwithstanding the schedule set forth within Section 9.1, a regular full-time  
24 employee who was employed prior to April 22, 1999, shall begin to accrue vacation leave at the rate  
25 of eight point seven five (8.75) hours per month on the first day of the employee's fourth (4th) year  
26 of employment.

27 **9.2** Regular full-time and term-limited temporary employees may accrue up to four hundred  
28 twenty (420) hours of vacation leave except as provided in Article 9.8 below.

1           **9.3** No person shall be permitted to work for compensation for the County in any capacity  
2 during the time when vacation benefits are being drawn.

3           **9.4** Vacation may be used in fifteen (15) minute increments at the discretion of the  
4 Department Director or designee.

5           **9.5** Temporary employees shall not be granted vacation benefits.

6           **9.6** Eligible employees shall accrue vacation leave for each hour in regular pay status,  
7 exclusive of overtime. An employee shall not be granted vacation benefits if not previously accrued  
8 by the employee.

9           **9.7** Any employee separating from County service who has not taken the employee's earned  
10 vacation, if any, shall receive the hourly equivalent of the employee's salary for each hour of earned  
11 vacation, based upon the rate of pay in effect for such employee on the last day he/she actually  
12 worked; provided however, employees who are hired on or after January 1, 1986, who are eligible for  
13 participation in the Public Employee's Retirement System Plan I, shall not be compensated for more  
14 than four hundred twenty (420) hours of earned vacation at the time of retirement. For employees  
15 hired on or after January 1, 1986, vacation hours earned in excess of four hundred twenty (420) hours  
16 must be used prior to the employee's date of retirement or such excess hours shall be lost. When  
17 separation is caused by death of an employee, payment shall be made to the estate of such employee,  
18 or in applicable cases, as provided by State law.

19           **9.8** With the approval of the Department Director, Employees may continue to accrue  
20 additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or  
21 work assignments, accrued vacation would otherwise be lost. Employees who leave King County  
22 employment for any reason shall be paid for their unused vacation up to the maximum specified  
23 herein. Employees shall forfeit the excess accrual on December 31st unless the employee has  
24 received approval according to King County policies and procedures to carry over excess vacation  
25 into the following year.

26           **9.9 Vacation Scheduling** - Vacation requests shall be in writing. A vacation of one (1) day  
27 or less shall be requested at least three (3) working days in advance. A vacation of more than one (1)  
28 day shall be requested two (2) weeks in advance. If the need arises, an individual may contact the

1 Division Manager and request emergency vacation. Approval of emergency vacation shall be at the  
2 discretion of the Division Manager

3           **9.9.1** If a Division Manager wishes to generally prohibit or limit vacations during a  
4 particular period of time, employees shall be notified in writing one (1) month prior to  
5 commencement of the period of restriction. Such notice shall specify the extent of the  
6 prohibition/limitation and its duration.

7           **9.9.2** All vacation requests shall receive a definite written yes or no response within  
8 one (1) week of submission of same. Once approved, vacation shall not be rescinded. There shall be  
9 no limitations as to the timing of the vacation request submissions.

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1 **ARTICLE 10: LEAVES**

2           **10.1 Sick Leave** - All regular full-time employees, regular part-time employees, and term  
3 limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours per  
4 compensated hour, up to a maximum of seven (7) hours per month for full-time employees. The  
5 maximum monthly accrual for part-time employees shall be pro-rated according to the employee's  
6 regularly scheduled weekly hours.

7           **10.1.2** During the first six (6) months of service, a leave-eligible employee may, at the  
8 Division Manager's discretion, be permitted to use any accrued vacation as an essential extension of  
9 used sick leave. If an employee does not work a full six (6) months, any vacation credit used for sick  
10 leave must be reimbursed to the Employer upon termination.

11           **10.1.3** Sick leave benefits shall accrue starting with the first of the month following  
12 the month the employee commenced employment. An employee shall not be entitled to sick leave if  
13 not previously earned.

14           **10.1.4** Sick leave may be used in fifteen (15) minute increments at the discretion of  
15 the Department Director or designee.

16           **10.1.5** There shall be no limit to the hours of sick leave benefits accrued by an  
17 employee.

18           **10.1.6** Accrued sick leave shall be paid for the following reasons:

19                   a. Illness of the employee, employee's spouse or domestic partner, or  
20 employee's dependent child;

21                   b. Noncompensable injury of an employee (e.g., those injuries generally not  
22 eligible for Worker's Compensation payments);

23                   c. Employee disability due to pregnancy or childbirth;

24                   d. Employee exposure to contagious diseases and resulting quarantine;

25                   e. Employee keeping medical, dental or optical appointments.

26           Department management is responsible for the proper administration of the sick leave benefit.

27           **10.1.7** Separation from King County employment, except by retirement or reason of  
28 temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the

1 employee. Should the employee resign in good standing and return to the Employer within two (2)  
2 years, accrued sick leave shall be restored.

3 **10.1.8** Accrued Sick leave may be used for absence due to temporary disability caused  
4 or contributed by pregnancy.

5 **10.1.9** Sick leave because of an employee's physical incapacity shall not be approved  
6 when the injury is directly traceable to simultaneous employment other than with King County.

7 **10.1.10** The Employer shall reimburse those employees who have at least five (5)  
8 years service and retire as a result of length of service or who terminate by death thirty-five percent  
9 (35%) of their unused accumulated sick leave. All payments shall be made in cash, based upon the  
10 employee's base rate of pay and there shall be no deferred sick leave reimbursement.

11 **10.1.11** Employees injured on the job shall not simultaneously collect sick leave and  
12 Worker's Compensation payments greater than the net regular pay of the employee. In the event an  
13 employee shall be entitled to benefits or payments under the Worker's Compensation Act, the employee  
14 may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the  
15 Employer shall pay only up to the maximum of the difference between the benefits and payment  
16 received under such insurance or act by such employee and the employee's regular rate of compensation  
17 that the employee would have received from the Employer if able to work. The foregoing payment by  
18 the Employer shall be limited to the period of time that such employee has accumulated paid leave  
19 credits as specified herein.

20 **10.1.12** Employees who have been employed the entire previous calendar year and who  
21 use thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick  
22 leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:

<b>Sick Leave Hours Used In A Calendar Year</b>	<b>Sick Leave Hours Accrued Which May Be Converted to Vacation Hours in the Following Year</b>
35.00 - 26.50	13.5
26.26 - 17.75	19.5
17.50 - 9.00	26.25
8.75 - 0.00	39.5

1 Requests for such conversion of hours shall be filed by the eligible employee with the  
2 employee's Supervisor in writing no later than January 31st of the year following achievement of  
3 eligibility.

4 **10.2 Family Care and Bereavement** - Regular full-time employees shall be entitled to three (3)  
5 working days of bereavement leave per occurrence, due to death of members of their immediate family,  
6 as defined in Section 10.2.5; and in addition, shall be entitled to bereavement leave due to death of a  
7 sibling, grandparent, or grandchild of the employee or the employee's spouse or domestic partner. One  
8 additional day of bereavement leave per occurrence may be approved by the Department Director or  
9 designee if the circumstances warrant (e.g., the employee must travel a long distance to attend a funeral,  
10 or is responsible for funeral or estate arrangements).

11 **10.2.1** Regular full-time employees and regular part-time employees who have  
12 exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for  
13 each occurrence when death occurs to a member of the employee's immediate family.

14 **10.2.2** Three (3) sick leave days of absence from the job may be granted to an employee  
15 due to a requirement to care for immediate family members who are seriously ill. Employees with  
16 twelve (12) months or more of King County service, who have actually worked 910 hours or more  
17 during the previous twelve (12) months, may use accrued sick leave to care for family members as  
18 provided in the King County Family and Medical Leave Ordinance (KCC 3.12.220). Up to one (1)  
19 day's absence may be authorized for the employee to be at the hospital on the day of the birth of the  
20 employee's child.

21 **10.2.3** As provided in the King County Family and Medical Leave Ordinance (KCC  
22 3.12.220), eligible employees may be granted up to eighteen (18) weeks unpaid leave due to the  
23 employee's own serious health condition, or for care of a member of the employee's immediate family.  
24 The Employer will continue its contribution toward health insurance coverage during a leave taken  
25 under KCC 3.12.220.

26 **10.2.4** In the application of any of the foregoing provisions, when a holiday or regular  
27 day off falls within the prescribed period of absence, it shall not be deducted from the employee's  
28 accrued sick leave balance.



1                   **10.2.5** For purposes of family care under the King County Family and Medical Leave  
2 Ordinance, the immediate family shall include the employee's spouse or domestic partner, the  
3 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
4 employee's spouse or domestic partner, or an individual who stands or stood *in loco parentis* to the  
5 employee, the employee's spouse or domestic partner.

6                   **10.2.6** To the extent that Washington State law provides more extensive benefits for use  
7 of paid leave for family care, the Union and Employer recognize that state law shall prevail.

8                   **10.3 Union Officer Leave** - An employee elected or appointed to office in the Union which  
9 requires a part or all of the employee's time shall be given leave of absence up to one (1) year without  
10 pay upon application.

11                   **10.4 Jury Leave** - All regular employees ordered on a jury shall be entitled to their regular pay;  
12 provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County  
13 Finance & Business Operations Division of the Department of Executive Services. Employees shall  
14 report back to their work Supervisor when dismissed from jury service.

15                   **10.5 Military Leave** - A leave of absence for active military duty or active military training  
16 duty shall be granted to eligible employees in accordance with applicable provisions of state and/or  
17 Federal Law; provided, that a request for such leave shall be submitted to the Assessor in writing by the  
18 employee and accompanied by a validated copy of military orders ordering such active duty or active  
19 training duty.

1 **ARTICLE 11: LAYOFF, RECALL AND JOB VACANCIES**

2       **11.1 Layoff** - Employees laid off as a result of lack of work, lack of funds or work place  
3 efficiency shall be laid off by seniority. The positions and classification(s) to be eliminated or reduced in  
4 hours shall be at the sole discretion of management. For purposes of layoff, seniority shall be total  
5 continuous service in positions covered by this Agreement.

6               **11.1.1** The Employer will designate by job classification the position(s) to be eliminated.  
7 Normally, the first employees to be laid off will be the employees in the classification(s) in which  
8 position(s) are to be eliminated, who have the least amount of bargaining unit seniority. In the event two  
9 (2) or more employees have the same seniority, ability and skill shall be the determining factor.

10              **11.1.2** Prior to any layoff, all employees other than permanent employees in the affected  
11 classification shall be removed from the payroll first. This shall include temporary and probationary  
12 employees.

13              **11.1.3** The Employer shall notify the Union and the affected employees at least two (2)  
14 weeks in advance, in writing, of any anticipated reduction in force. Such notice shall include the name,  
15 classification and hire-in date of all such employees scheduled to be laid off. Employees laid off  
16 because of an adverse decision on their ability and skill (referenced in Section 11.1) or their  
17 qualifications (referenced in Section 11.1.3) may grieve within three (3) working days of notice to the  
18 employee of such adverse decision to a joint committee comprised of two (2) representatives of the  
19 Union and two (2) representatives of the Employer. Such grievance shall be adjudicated within three (3)  
20 working days. A majority decision of the joint committee shall be required to reverse management's  
21 initial decision of which employee to layoff.

22              **11.1.4** Employees laid off from their classification may bump into other positions in the  
23 bargaining unit if they meet all of the following criteria:

24              The employee to be bumped has the least bargaining unit seniority of the employees in the job  
25 class, and has less bargaining unit seniority than the employee who elects to bump;

26              The employee to be bumped is at an equal or lower pay range; and

27              The employee electing to bump meets the qualifications of the position into which the employee  
28 proposes to bump.

1 Employees displaced from their classification by the bumping procedure may also utilize the  
2 bumping procedure.

3 Employees shall have five (5) days from notification of layoff to notify the Employer in writing  
4 of their intention to exercise their bumping rights. Such notification must set forth those classifications  
5 into which the employee wishes to bump. The Employer shall determine whether an employee is  
6 qualified for the position into which the employee proposes to bump.

7 **11.2 Recall** - Employees laid off or bumped from their classification shall be recalled in order of  
8 bargaining unit seniority on the date of layoff. The period for recall shall be two (2) years from date of  
9 layoff or bump.

10 **11.3 Job Vacancy** - When a regular job vacancy occurs, the Employer shall have as a goal that  
11 such vacancy should be filled by a present employee, by lateral transfer or promotion. If the Employer  
12 believes, for any reason, that broader recruitment is the preferred method for filling such regular job  
13 vacancy, then an outside recruitment may be used. Outside recruitment will not be used if there are  
14 persons eligible and available for recall as provided in Section 11.2 above. Notices of regular job  
15 vacancies shall be posted in a timely manner (at least two (2) weeks prior to closing) by e-mail notice to  
16 bargaining unit members. Employees who desire consideration for such openings shall notify the  
17 Employer, in writing, during the period the notice is posted.

18 **11.4 Trial Service** - When an employee is promoted from one bargaining unit classification to  
19 another bargaining unit classification with a higher salary range, and does not successfully complete  
20 probation in the higher classification, the employee is entitled to return to a position in the former  
21 classification if available, or an equivalent position at the same salary range if the employee is qualified.  
22 If no such appointment is available, the employee shall have recall rights as defined in Section 11.2  
23 above.

24 **11.5** Employees who are eligible for recall may accept temporary or term-limited temporary  
25 appointments without jeopardy to their recall rights.

1 **ARTICLE 12: MEDICAL, DENTAL, VISION AND LIFE INSURANCE**

2           12.1 The Employer shall maintain the current level of benefits under its medical, dental, vision  
3 and life insurance programs during the life of this Agreement, except as may be otherwise provided for  
4 in Section 12.2.

5           12.2 There shall be established a Joint Labor Management Insurance Committee comprised of  
6 an equal number of representatives from the Employer and the Labor Union Coalition whose function  
7 shall be to review, study and make recommendations relative to existing medical, dental, vision and life  
8 insurance programs. The Employer and the Union shall implement any changes in employee insurance  
9 benefits which result from any agreement of the Joint Labor Management Insurance Committee.

10           12.3 The Employer shall continue to pay the monthly premiums for the health insurance plans  
11 identified in Section 12.1 on behalf of employees receiving Worker's Compensation payments following  
12 exhaustion of the employee's paid leave benefits, for a period of up to six (6) months.

1 **ARTICLE 13: TRANSPORTATION**

2       **13.1 Parking** - Employees who have been assigned by the Employer to use their personal  
3 automobile in the performance of their duties shall be provided free parking during assigned working  
4 hours at the Employer's facilities. However, parking shall not be provided to any employee who has  
5 been provided with reasonable advance notice that such employee shall not be required to use the  
6 employee's automobile in the performance of duties on a particular work day.

7               **13.1.1** The parking provided shall be on a space available and weather and surface  
8 conditions permitting basis in the Employer designated parking facilities. If feasible, the Employer will  
9 provide parking within four blocks of the King County Administration Building.

10              **13.1.2** The Employer shall also pay all reasonable and Employer approved fees up to a  
11 maximum of seven dollars (\$7.00) per day for parking expenses incurred by employees using their  
12 personal automobiles in the performance of their duties in areas distant from Department of Assessments  
13 facilities.

14              **13.1.3** If the Employer is unable to provide free parking at its facilities, employees shall  
15 be paid the average daily rate prevalent in the commercial parking lots bounded by the Seattle streets  
16 Fourth Avenue on the west, Fifth Avenue on the east, Yesler Way on the north, and Main Street on the  
17 south and bisected by Washington Street.

18              **13.2 Mileage Allowance** - Employees who have been assigned by the Department to use their  
19 personal vehicles in the performance of their duties shall be paid an automobile expense allowance by  
20 the Employer on the following basis:

21                    **a.** A minimum fixed amount per month for each month in which the employee is  
22 assigned by the Department to use the employee's personal vehicle in the performance of the employee's  
23 work;

24                    **b.** An additional variable amount per mile driven by the employee in the performance of  
25 work; and

26                    **c.** A depreciation allowance of for each one thousand (1,000) miles exceeding the  
27 average number of miles driven in the service of the Employer by all employees assigned to use their  
28 vehicle twelve (12) months during the immediately previous calendar year. Such allowance shall be

1 paid as a supplement to the December automobile expense allowances.

2           **13.2.1** Effective the first calendar quarter after this Agreement is in effect, the standard  
3 vehicle used by Runzheimer International, Inc. to establish costs for the automobile expense allowance  
4 set forth within Section 13.2 shall be the make and model of the low bid mid-sized car, whether  
5 purchased or not, established in King County's or the State of Washington's annual fleet replacement  
6 bids. Runzheimer International, Inc. shall be instructed to use the "standard plan" assumptions in all  
7 non-specified factors; however, costs of insurance shall be excluded. The amount of work related  
8 mileage recognized shall be the average number of miles driven in the service of the Employer by all  
9 employees covered under terms of this Agreement who were assigned to use their vehicle twelve (12)  
10 months during the immediately previous calendar year. The retentional cycle specified shall be four (4)  
11 years/sixty thousand (60,000) miles. The percent of fixed cost shall be fifty-seven and one tenth per cent  
12 (57.1%) for employees working a four (4) day work week schedule.

13           **13.2.2** If the Employer changes the work week schedule to five (5) days the fixed cost  
14 monthly allotment shall be converted to seventy-one and four tenths percent (71.4%).

15           **13.2.3** In any calendar month wherein the employee is assigned to use the employee's  
16 automobile and actually works fifty per cent (50%) or more of the Fridays available to work as overtime,  
17 seventy-one and four tenths per cent (71.4%) shall be the recognized fixed cost monthly percentage paid  
18 to each such individual.

19           **13.2.4** The minimum monthly fixed amount shall be adjusted January 1st of each year as  
20 advised by Runzheimer International, Inc.

21           **13.2.5** The additional variable amount per mile shall be adjusted quarterly (January 1st,  
22 April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

23           **13.2.6** The depreciation allowance per one thousand (1000) miles exceeding the average  
24 number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc.

25           **13.2.7** The expense associated with the subscription to the Runzheimer service shall be  
26 borne by the Employer.

27           **13.2.8** Employees who are required to provide a personal vehicle for use in the service  
28 of the Employer and who are assigned to temporary or permanent office duty not requiring the use of

1 their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a  
2 mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such  
3 removal. The first day of removal from mileage shall always coincide with the first calendar day of a  
4 month.

5 **13.2.9** Employees who voluntarily remove themselves from a position requiring the use  
6 of a vehicle shall not be eligible for the above-severance payments. "Voluntarily remove" for the  
7 purposes of this Section shall mean vacation, leaves of absence and/or sick leave in excess of two (2)  
8 weeks and employee-initiated voluntary transfers to non-driving assignments. Employees removed due  
9 to sick leave shall be compensated on the following basis: Paid the full minimum fixed amount plus per  
10 mile compensation for the initial month of removal, the full minimum fixed amount plus per mile  
11 compensation for the second month of removal, the full minimum fixed amount plus per mile  
12 compensation for the third month of removal and no more payments until the employee returns to work.  
13 Employees removed for all other employee initiated reasons shall be compensated on the following  
14 basis:

- 15 • Paid the full minimum fixed amount plus per mile compensation for the first month of  
16 removal;
- 17 • Paid the full minimum fixed amount plus per mile compensation for the second month  
18 of removal;
- 19 • No more payments shall be made until the employee returns to a driving assignment;
- 20 • Upon return to a driving assignment after the second full calendar month following  
21 voluntary removal from a driving assignment, the employee shall be paid a prorated  
22 percentage (total number of working days remaining in the month starting with the  
23 day of return to a driving assignment / (divided by) the total number of working days  
24 in the subject month X (times) the full minimum fixed amount) plus per mile  
25 compensation for the first month of return to a driving assignment.

26 **13.2.10** New employees shall receive a prorated portion of the minimum fixed amount  
27 which equals the percentage of work days remaining in the month they are initially assigned to use their  
28 personal vehicle.

1           **13.2.11** Employees whose employment has been terminated for any reason whether  
2 voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the  
3 percentage of work days said employees were employed in their last month of employment. No further  
4 payments shall be made which relate to days or months occurring after the employee's last day of  
5 physical presence at work.

6           **13.2.12** Assignment of pool vehicles and use of personal vehicles on County business  
7 shall be at the sole discretion of management. Employees may be required to use their personal vehicle  
8 in carrying out their assigned duties as a condition of employment and in accordance with the terms of  
9 this Article.

10           **13.2.13** Employees who are required to drive on County business shall, on request by the  
11 Employer, verify that they have a current, valid driver's license. Employees are required to notify their  
12 supervisor immediately if their license is suspended or revoked.

13           **13.3 Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the  
14 performance of the employee's duties, the individual may report back to the office that day and perform  
15 office assignments as assigned or take vacation for the remainder of the day.

16           **13.3.1** The Employer shall reimburse to the employee expenses associated with towing  
17 when such towing is the result of road conditions. The Employer shall not reimburse towing expenses  
18 when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of  
19 same.

20           **13.3.2** Employees claiming towing expenses shall submit a receipt for the towing  
21 expense which clearly displays the date of subject tow, and a brief written description of the  
22 circumstances which led to the need for towing.

23           **13.4 Employee Transportation Program** - Eligible employees, as determined by their  
24 respective employment status, shall receive transportation benefits in accord with the County-wide 1998  
25 King County Employee Transportation Program.



1 **ARTICLE 14: MISCELLANEOUS**

2       **14.1 Discipline** - The Employer shall not discipline, suspend, or discharge any non-  
3 probationary, regular employee without just cause. The Employer shall recognize the principle of  
4 progressive discipline in the administration of employee discipline. Further, the Employer shall forward  
5 a copy of any and all warning notices relating to an employee's work performance to the Union at the  
6 time of issuance to the employee.

7               **14.1.1** In the event the Employer requires an employee to attend a meeting, for purposes  
8 of discussing an incident which may lead to suspension, demotion or termination of that employee, the  
9 employee shall be advised of the employee's right to be accompanied by a representative of the Union.  
10 If the employee desires Union representation in said matter, the employee shall notify the Employer at  
11 that time and shall be provided a reasonable time to arrange for Union representation.

12               **14.1.2** If at any level the Employer determines to bring disciplinary action against an  
13 employee for any reason, the employee shall be apprised of the rights of appeal and representation as  
14 provided for in the Grievance Procedure of this Agreement.

15       **14.2 Bargaining Unit Work** - The Employer shall not permit any work normally performed by  
16 current employees who are members of the bargaining unit to be contracted out if the contracting of such  
17 work eliminates or reduces the normal work load of the bargaining unit; provided however, in the event  
18 that there is created an emergency situation as a result of a legislative act, whereby the Employer is  
19 required to provide an annual appraisal of the residences within the County, the Employer shall then be  
20 permitted to contract out that additionally created work for a period of limited duration.

21       **14.3 Higher Classification** - The Employer shall not, except as modified below, assign  
22 employees in the bargaining unit to duties normally assigned to individuals of a higher classification for  
23 purposes of accomplishing departmental requirements. The Employer shall attempt to identify  
24 departmental manpower needs and if duties of a higher classification are required, appropriate  
25 promotional procedures shall be followed.

26               **14.3.1** In situations where an employee is assigned work in a higher classification for a  
27 specified length of time, not exceeding three (3) months, normal promotional procedures shall not be  
28 required.

1                   **14.3.2** Employees performing work in a higher classification in excess of ten (10)  
2 working days, when properly assigned, shall receive the recruiting level salary for that classification or  
3 five percent (5%) above their present salary, whichever is greater, for all time so assigned.

4                   **14.4 Field Work** - Employees within the Auditor Appraiser Assistant classification may be  
5 assigned to field work as required.

6                   **14.5 Accreditation** - Employees within the Appraiser Assistant classification shall be advanced  
7 from Pay Range forty (40) to Pay Range forty-five (45) upon successful completion of the educational  
8 requirements necessary for Washington State Accreditation for Assessors and permanent assignment to  
9 the Appraisal Division. Appraiser Assistants compensated at Pay Range forty-five (45) may be assigned  
10 to place value for the maintenance function.

11                   **14.6** Employees within the Auditor Appraiser Assistant classification shall be advanced from  
12 Pay Range forty (40) to Pay Range forty-five (45) upon successful completion of a course list approved  
13 by the Department of Assessments. Maintenance of Pay Range 45 requires completion of continuing  
14 education requirement approved by the Department of Assessments. Employees currently at Pay Range  
15 45 shall be allowed one year from the effective date of this Agreement to complete course requirements.  
16 Auditor Appraiser Assistants compensated at Pay Range forty-five (45) may be assigned to place and/or  
17 estimate value on personal property up to fifty thousand dollars (\$50,000) at businesses limited to one  
18 location.

19                   **14.7 County and State Boards and Accreditation** – Appraiser I's, Appraiser II's and Senior  
20 Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals  
21 and appear on behalf of the County in a court of law as part of the duties of their respective job  
22 classifications.

23                   **14.7.1** Commercial Appraiser I's, as part of the job duties of that classification, shall  
24 represent the County before the Boards of Appeals. Residential Appraiser I's who successfully complete  
25 a training program designed and defined by the Employer and who are subsequently assigned to present  
26 cases to the Boards of Appeals shall be compensated an additional twenty-five dollars (\$25.00) per  
27 month upon successful completion of the training program. The Employer shall determine when, which  
28 and how many employees receive the training.

1           **14.7.2** Employees hired as residential or commercial appraisers must obtain and maintain  
2 Washington State Accreditation for Assessors as a condition of employment. Recently appointed  
3 employees must take the necessary classes and examinations at the first opportunity after they are  
4 appointed. Employees who do not pass any required examination on the first attempt must re-take the  
5 examination at the next opportunity. Employees who do not pass the examination on the second attempt  
6 will be dismissed from their Appraiser positions. Any appraiser who fails to obtain and maintain  
7 Washington State Accreditation may be terminated for just cause.

8           **14.8 Labor-Management Conference Committee** – The Employer shall establish a joint  
9 Labor-Management Conference Committee which shall be comprised of participants from both the  
10 Employer and the Union. Each party shall have the sole right to select its participants. The function of  
11 the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as  
12 opposed to individual complaints, for the purpose of establishing a harmonious working relationship  
13 between the employees, the Employer and the Union. Either the Employer or the Union may request a  
14 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party  
15 requesting the meeting shall do so in writing listing the issues they wish to discuss.

16           **14.9 Safety Standards** – The Employer agrees to comply with all applicable Federal, State, and  
17 local laws and regulations regarding health and safety. Employees shall not be subject to discipline for  
18 reporting safety violations to management.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2       **15.1** The Employer recognizes the importance and desirability of settling grievances promptly  
3 and fairly in the interest of continued good employee relations and morale. To accomplish this, every  
4 effort shall be made to settle grievances at the lowest possible level of supervision. Employees shall be  
5 unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking  
6 adjudication of their grievances.

7       **15.2** A grievance shall be defined as an issue raised by an employee relating to the  
8 interpretation, application or violation of the employee's rights, benefits or conditions of employment as  
9 contained in this Agreement. The Union shall not be required to press employee grievances if, in the  
10 Union's opinion, such lack merit.

11       **15.3** Grievances shall be processed in accordance with the following procedure.

12               **15.3.1 STEP 1** – A grievance shall be verbally presented by the aggrieved employee,  
13 and the Union representative if the employee wishes, within ten (10) calendar days of the occurrence of  
14 such grievance to the employee's immediate Supervisor. The immediate Supervisor shall gain all  
15 relevant facts and shall attempt to adjust the matter and notify the employee within five (5) working  
16 days. If a grievance is not pursued to the next level within ten (10) calendar days, it shall be presumed  
17 resolved.

18               **15.3.2 STEP 2** – If, after thorough discussion with the immediate Supervisor, the  
19 grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce  
20 the grievance to writing, outlining the facts as they are understood. The written grievance shall then be  
21 presented to the Division Director for investigation, discussion and written reply. The Division Director  
22 shall issue a written decision to the aggrieved employee and the Union within ten (10) working days. If  
23 the grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed  
24 resolved.

25               **15.3.3 STEP 3** – If, after thorough evaluation, the decision of the Division Director has  
26 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
27 Department Director or designee. All letters, memoranda and other written materials previously  
28 submitted to lower levels of supervision shall be made available for the review and consideration of the

1 Department Director. The Director may interview the employee and/or Union representative and receive  
2 any additional related evidence which the employee may deem pertinent to the grievance. The  
3 Department Director shall issue a written decision to the Union within ten (10) working days. If the  
4 grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed  
5 resolved.

6 **15.3.4 STEP 4** – If, after thorough evaluation, the decision of the Department Director  
7 or designee has not resolved the grievance to the satisfaction of the employee, the grievance may be  
8 presented to a Joint Committee representing the Employer and the Union. Said Committee shall consist  
9 of equal representation for the Union and for the Employer with a maximum of two (2) for each side.  
10 This Committee shall attempt to resolve the grievance within ten (10) working days.

11 **15.3.5 STEP 5** – Should this Committee be unable to agree, either party may request  
12 arbitration within thirty (30) days of conclusion of STEP 4, and must specify the exact question which it  
13 wishes arbitrated. The Committee shall then select a third disinterested party to serve as an arbitrator. In  
14 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from  
15 a panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator shall  
16 be selected from the list by both the Employer representative and the Union representative, each  
17 alternately striking a name from the list until only one name remains. The arbitrator, under voluntary  
18 labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision  
19 of the arbitrator shall be final and binding on all parties.

20 **15.4** The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
21 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in  
22 reaching a decision.

23 **15.5** The arbiter's fee and expenses and any court reporter's fee and expenses shall be borne  
24 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.  
25 Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal  
26 representation.

27 **15.6** No matter may be arbitrated which the Employer by law has no authority over, has no  
28 authority to change, or has been delegated to any Civil Service Commission or Personnel Board as

1 defined in RCW 41.56.

2           **15.7** There shall be no strikes, cessation of work or lockout during such conferences or  
3 arbitration.

4           **15.8** At any step, the parties may by mutual agreement engage a mutually acceptable, neutral  
5 third party to serve as a mediator. If mediation is not successful, either party may submit the dispute to  
6 arbitration within thirty (30) days after the mediator or one of the parties declares impasse.

7           **15.9** A grievance shall be initiated at the step at which the Employer representative has the  
8 authority to resolve the grievance.

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2           **16.1** The Employer and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any  
5 work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties,  
6 sick leave absence which is not bona fide, or other interference with County functions by employees  
7 under this Agreement and should same occur, the Union shall take appropriate steps to end such  
8 interference. Any concerted action by any employee in any bargaining unit shall be deemed a work  
9 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be  
10 considered as an automatic resignation. Such resignation may be rescinded by the Department Director  
11 if the employee presents satisfactory reasons for the employee's absence within three (3) calendar days  
12 of the date the employee's automatic resignation became effective.

13           **16.2** Upon notification in writing by the Employer to the Union that any of its members are  
14 engaged in a work stoppage, the Union shall immediately, in writing, order such members to  
15 immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.  
16 In addition, if requested by the Employer, a responsible official of the Union shall publicly order such  
17 Union's members to cease engaging in such a work stoppage.

18           **16.3** Any employee who commits any act prohibited in this Article shall be subject, in  
19 accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may  
20 be applicable to such employee.

21           **16.4** Notwithstanding other provisions of this Article, no employee covered by this Agreement  
22 will be subject to discipline solely for a refusal to cross a picket line of a strike sanctioned by the  
23 appropriate Central Labor Council or by Teamsters Joint Council 28.

1 **ARTICLE 17: WAIVER CLAUSE**

2           17.1 The parties acknowledge that each has had the unlimited right within the law and the  
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
4 collective bargaining. The results of the exercise of that right and opportunity are set forth within this  
5 Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each agree to  
6 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically  
7 referred to or covered in this Agreement.

8           17.2 All letters, agreements and understandings in effect prior to the effective date of this  
9 Agreement are deemed null and void as of the effective date of this Agreement.

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1 **ARTICLE 18: SAVINGS CLAUSE**

2           **18.1** Should any part hereof or any provisions herein contained be rendered or declared invalid  
3 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided however, upon such invalidation the parties shall meet and negotiate  
6 such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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**APPENDIX "A"**  
**to the**  
**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**and**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
**January 1, 2004 through December 31, 2006**

THIS APPENDIX is supplemental to the Agreement by and between KING COUNTY, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**A1 Salary Ranges** - The following Salary Ranges of the King County Squared Salary Table below shall be in effect on January 1, 2004. The cost of living adjustment shall be as provided in A.3 below.

<b>CLASSIFICATION</b>	<b>PAY RANGE Square Table</b>
Appraiser Assistant	<b>40</b>
Appraiser Assistant (Accredited)	<b>45</b>
Assessments Analyst	<b>52</b>
Assessments Auditor	<b>54</b>
Auditor Appraiser Assistant	<b>40</b>
Auditor Appraiser Assistant (Accredited)	<b>45</b>
Auditor Appraiser I	<b>48</b>
Cartographer	<b>See A.4</b>
Commercial Appraiser I	<b>51</b>
Commercial Appraiser II	<b>57</b>
Current Use Evaluations Specialist	<b>56</b>
Information Systems Professional II	<b>(See A.6)</b>
Mapping Unit Supervisor	<b>62</b>
Residential Appraiser I	<b>49</b>
Residential Appraiser II	<b>55</b>
Senior Appraiser	<b>62</b>
Senior Auditor Appraiser	<b>62</b>

1           A.2 Employees whose job classifications are placed on a new, higher salary range effective  
2 January 1, 2004, shall be placed in the new range of the 2004 Hourly Squared Salary Schedule on the  
3 same salary step as the previous (2003) range. Such employees shall not advance to the next higher step  
4 as provided in Article 5.3; however, employees who are on probation on January 1, 2004, shall be  
5 eligible to advance to a higher step upon completion of probation, as provided in Article 5.2

6           A.3 Effective January 1, 2005, the base rates of pay on the Square Table salary schedule for  
7 2004, and the hourly rate of Information Systems Professional II, shall be increased by ninety percent  
8 (90%) of the CPI-W (September 2003 to September 2004) for all U.S. Cities. In no event shall such  
9 increase be less than a minimum of two (2) percent nor greater than a maximum of six (6) percent.

10           Effective January 1, 2006, the base rates of pay on the Square Table salary schedule for 2005,  
11 and the hourly rate of Information Systems Professional II, shall be increased by ninety percent  
12 (90%) of the CPI-W (September 2004 to September 2005) for all U.S. Cities. In no even shall such  
13 increase be less than a minimum of two (2) percent nor greater than a maximum of six (6) percent.

14           A.4 Effective January 1, 2004, employees in the job class of Cartographer shall be placed on  
15 Step 10 of Range 52 of the 2004 Hourly Squared Salary Schedule.

16           A.5 If employees in the job class of Cartographer are allocated to a different job class during the  
17 term of this Agreement, the Employer agrees to recognize the Union as the exclusive bargaining  
18 representative of the employees in the reallocated positions. The Employer agrees to notify the Union of  
19 any change in the allocation of Cartographers. If the Union requests, the Employer agrees to negotiate  
20 the effects of a different allocation on the compensation of the Cartographer and Mapping Unit  
21 Supervisor classifications.

22           A.6. Employees in the job class of Information Systems Professional II shall have the hourly  
23 rate of \$30.54 effective January 1, 2004. If the employees in the job class of Information Systems  
24 Professional are allocated to a different job class during the term of this Agreement, the Employer agrees  
25 to recognize the Union as the exclusive bargaining representative of the employees in the reallocated  
26 positions. The Employer agrees to notify the Union of any change in the allocation of Information  
27 Systems Professional. If the Union requests, the Employer agrees to negotiate the effects of a different  
28 allocation of Information Systems Professional.

**MEMORANDUM OF AGREEMENT****By and Between****KING COUNTY****and****TEAMSTERS LOCAL 763****representing employees in****DEPARTMENT OF ASSESSMENTS**

The parties, King County (the County) and Teamsters Local 763 (the Union) agree as follows:

1. The County may implement a bi-weekly payroll period for employees represented by the Union in the Department of Assessments.
2. If the County decides to implement a bi-weekly payroll, the County agrees to provide at least ninety (90) days notice to affected employees and the Union prior to any change of payroll schedule.
3. The County acknowledges its obligation to bargain the effects of such change prior to implementation.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

By \_\_\_\_\_  
King County Executive

Public, Professional and Office-Clerical Employees and  
Drivers, Local Union No. 763, affiliated with the  
International Brotherhood of Teamsters:

\_\_\_\_\_  
David Grage  
Secretary-Treasurer Teamsters Local 763