AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

January 1, 2012 through December 31, 2015

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KING COUNTY, WASHINGTON

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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

REPRESENTING EMPLOYEES IN

DEPARTMENT OF ASSESSMENTS

January 1, 2012 through December 31, 2015

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.

ARTICLE 1: PURPOSE

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

ARTICLE 2: NON-DISCRIMINATION

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

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

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

ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

3.1 **Recognition** - The Employer recognizes the Union as the exclusive bargaining

representative for those employees of the Department of Assessments whose job classifications are listed in Appendix "A."

3.2 **Union Membership** - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or pay fees to the Union as provided by law.

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

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

3.3 **Dues Deduction** - Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Secretary-Treasurer of the Union.

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

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

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

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

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

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

3.9 **Voluntary Payroll Deduction for Political Contributions** - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to D.R.I.V.E. National Headquarters on a bi-weekly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 4: RIGHTS OF MANAGEMENT

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

ARTICLE 5: STEP ADVANCEMENT AND PROFESSIONAL EDUCATION

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

5.2 Newly-hired employees shall be placed at Step 1 of their respective Pay Range, or at a higher step at the Employer's discretion, and advanced to the next step after the successful completion of a probation period. Advancement to the next step may be denied upon serving written notice to the employee specifying the reason thereof. An employee who is promoted from a position covered by this Agreement will be placed either in the first step of the new salary range or at the step

which is the equivalent of two steps (approximately five per cent) more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range. A promoted employee, who does not successfully complete their probationary period, shall have return rights as set forth in Section 11.4 of this Agreement.

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

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

5.3.2 **Probation** - Employees hired into regular positions will serve at least a six (6) month probation period. The probation period may be extended by the Employer at his/her discretion, not to exceed one (1) year.

5.4 Professional education shall be compensated at the rates set forth in Section 5.4.2 for successful completion of each International Association of Assessing Officers (IAAO) course beginning with Course 102. The following courses qualify under this program (however, all courses must be approved in advance by the Employer to qualify for reimbursement):

IAAO Foundation Program:	
Course 102:	Income Approach to Valuation (SREA Course 201 or MAI Course 1B may be substituted for this Course)
Course 103:	Development and Writing Narrative Appraisal Reports

IAAO Advanced Program:	
Course 201:	Appraisal of Land
Course 202/112:	Income Approach to Valuation II
Course 207:	Industrial Property Appraisal
Course 300:	Fundamentals of Mass Appraisal

IAAO Advanced Program:	
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

5.4.1 In addition to those courses set forth within Section 5.4, employees shall also be compensated at the rates set forth in Section 5.4.2 for the successful completion of any of the following courses:

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

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

5.4.2 In 2012, professional education courses shall be compensated at the rate of twenty dollars ($20.00) per month. In 2013, professional education courses shall be compensated at the rate of thirteen dollars ($13.00) per month. In 2014, professional education courses shall be compensated at the rate of seven dollars ($7.00) per month. After December 31, 2014, employees will no longer be compensated for education courses.

5.4.3 Employees shall also be eligible for compensation at the rate of one hundred dollars ($100.00) per month effective January 1, 2013 for any of the following professional designations:

Washington State Certified Real Estate Appraiser - General or Residential;

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

Appraisal Institute - MAI, SRPA or SRA;

American Society of Appraisers - ASA;

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

Certified Public Accountant; and

Any other professional designation approved in advance by the Employer.

5.4.4 The maximum sum of compensation provided pursuant to Sections 5.4, 5.4.1, 5.4.2 and 5.4.3 shall be as follows: two hundred dollars ($200.00) per month per employee in 2012; one hundred and eighty dollars ($180.00) per month in 2013; one hundred and sixty dollars ($160.00) per month in 2014; and, one hundred dollars ($100.00) per month in 2015. The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth within Appendix "A."

5.4.5 **Tuition Reimbursement** - The employer will provide tuition reimbursement, up to one hundred and twenty-five dollars ($125.00) in 2012. In 2013, the employer will provide tuition reimbursement up to one hundred and sixty-five dollars ($165.00). In 2014, the employer will provide tuition reimbursement up to two hundred and ten dollars ($210.00). In 2015, the employer will provide tuition reimbursement up to two hundred and fifty dollars ($250.00). To receive tuition reimbursement, employees must meet the following conditions:

- Complete an Expense Claim Form;
- Complete and sign a Tuition Reimbursement Request Form;
- Provide proof of payment (receipt, cancelled check, etc.);
- Provide proof of course completion (report card (passing grade), certificate of completion, etc- if course isn't graded and no certificate is received, proof of attendance still must be attached).

All above referenced conditions must be completed and submitted to administrative services prior to December 31st of approval year. Claims submitted after that date and/or missing backup documentation may not be honored.

ARTICLE 6: HOURS OF WORK

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

6.1.1 The workweek for employees working a four (4) day workweek schedule shall consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch

period, and shall normally be scheduled Monday through Thursday, between 6:00 A.M. and 6:00 P.M.

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

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

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

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

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

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

6.6.1 Section 6.6 does not apply to any situation where the Assessor or designee

officially closes operations in the Department of Assessments because of adverse weather conditions, or orders employees to leave the work site. In that event, employees shall be paid for the normally scheduled work day.

6.7 **Telecommuting** - The employer shall allow employees to participate in the employer's telecommuting program, identified in the King County Telecommuting Policy (Executive Policy PER 18-4 (AEP) provided the employee has completed their initial probationary period. Employees who have been promoted or reclassified may still telecommute, provided they have met all other telecommuting criteria.

6.7.1 The telecommuting policy shall be administered equally to all employees covered by this agreement.

6.7.2 Should the employer propose any changes to the current telecommuting policies and/or procedures, the employer shall meet and confer with the union. Upon mutual agreement the employer may implement the changes fourteen (14) days after notification to the employees.

ARTICLE 7: OVERTIME

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

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

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

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

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

7.3 All overtime shall be authorized in advance by the Department Director or designee in

writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a regularly scheduled workday for the individual crew.

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

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

7.6 **Compensatory Time** - With mutual agreement of the Employer and employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be approved unless the employee's absence during the period requested will unduly disrupt the operations of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in which it is earned unless such utilization is not feasible due to the work demands of the position, in which case the employee may request and the department director or designee may approve the carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory hours must be used within the first quarter of the new year.

ARTICLE 8: HOLIDAYS

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

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

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

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

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

workday, employees shall be provided a substitute day off on either the preceding Thursday or Friday or the following Monday or Tuesday.

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

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

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

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

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

ARTICLE 9: VACATIONS

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

Years of Continuous Service		Monthly Vacation Credit	Equivalent Annual Vacation
Upon hire through end of Year	5	7.00 hours	84 hours
Upon beginning of Year	6	8.75 hours	105 hours
Upon beginning of Year	9	9.33 hours	112 hours
Upon beginning of Year	11	11.67 hours	140 hours
Upon beginning of Year	17	12.25 hours	147 hours
Upon beginning of Year	18	12.83 hours	154 hours
Upon beginning of Year	19	13.42 hours	161 hours
Upon beginning of Year	20	14.00 hours	168 hours
Upon beginning of Year	21	14.58 hours	175 hours
Upon beginning of Year	22	15.17 hours	182 hours
Upon beginning of Year	23	15.75 hours	189 hours
Upon beginning of Year	24	16.33 hours	196 hours
Upon beginning of Year	25	16.92 hours	203 hours
Upon beginning of Year and beyond	26	17.50 hours	210 hours

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

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

9.4 Vacation may be used in fifteen (15) minute increments at the discretion of the employer.

9.5 Temporary employees shall not be granted vacation benefits.

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

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

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

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

9.9.1 If a Division Director wishes to generally prohibit or limit vacations during a particular period of time, employees shall be notified in writing one (1) month prior to commencement of the period of restriction. Such notice shall specify the extent of the

prohibition/limitation and its duration.

9.9.2 All vacation requests shall receive a definite written yes or no response within one (1) week of submission of same. Should a vacation request be denied the employer shall provide the employee a written response as to the reason. Once approved, vacation shall not be rescinded. There shall be no limitations as to the timing of the vacation request submissions.

ARTICLE 10: LEAVES

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

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

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

10.1.3 Sick leave may be used in fifteen (15) minute increments at the discretion of the employer.

10.1.4 There shall be no limit to the hours of sick leave benefits accrued by an employee.

10.1.5 Accrued sick leave shall be paid for the following reasons:

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

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

c. Employee disability due to pregnancy or childbirth;

d. Employee exposure to contagious diseases and resulting quarantine;

e. Employee keeping medical, dental or optical appointments.

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

10.1.6 Separation from King County employment, except by retirement or reason of temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the Employer within two (2) years, accrued sick leave shall be restored.

10.1.7 Accrued Sick leave may be used for absence due to temporary disability caused or contributed by pregnancy.

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

10.1.9 The Employer shall reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death thirty-five percent (35%) of their unused accumulated sick leave. All payments shall be made in cash, based upon the employee's rate of pay on the last day of County employment, less mandatory withholdings, and there shall be no deferred sick leave reimbursement.

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

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

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

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

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

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

10.2.2 Use of accrued sick leave shall be approved for an employee to care for immediate family members who are seriously ill, as provided by the Washington State Family Care Act. Employees with twelve (12) months or more of King County service, who have actually worked 910 hours or more during the previous twelve (12) months, may use accrued sick leave to care for family members as provided in the King County Family and Medical Leave Ordinance (KCC 3.12.220). Up to one (1) day's absence may be authorized for the employee to be at the hospital on the day of the birth of the employee's child.

10.2.3 As provided in the King County Family and Medical Leave Ordinance (KCC 3.12.220), eligible employees may be granted up to eighteen (18) weeks unpaid leave due to the

employee's own serious health condition, or for care of a member of the employee's immediate family. The Employer will continue its contribution toward health insurance coverage during a leave taken under KCC 3.12.220.

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

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

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

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

10.4 Jury Leave - All regular employees who are called to or serve on a jury shall be entitled to their regular pay; provided however, fees for such jury duty are to be deposited, exclusive of mileage, with the King County Department of Assessments Division Director. Employees must contact their Supervisor when released from jury duty for the day or at the end of the trial during work hours and may be required to report to work (K.C.C.3.12.240).

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

10.6 Leave Donations - Sick Leave and vacation leave donations shall be consistent with Article 14.6 of the King County Personnel Guidelines.

ARTICLE 11: LAYOFF, RECALL AND JOB VACANCIES

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

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

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

11.1.3 The Employer shall notify the Union and the affected employees at least two (2) weeks in advance, in writing, of any anticipated reduction in force. Such notice shall include the name, classification and hire-in date of all such employees scheduled to be laid off. Employees laid off because of an adverse decision on their ability and skill (referenced in Section 11.1.1) or their qualifications may grieve within three (3) working days of notice to the employee of such adverse decision to a joint committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer. Such grievance shall be adjudicated within three (3) working days. A majority decision of the joint committee shall be required to reverse management's initial decision of which employee to layoff.

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

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

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

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

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

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

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

11.3 Job Vacancy - When a regular job vacancy occurs, the Employer shall have as a goal that such vacancy should be filled by a present employee, by lateral transfer or promotion. If the Employer believes, for any reason, that broader recruitment is the preferred method for filling such regular job vacancy, then an outside recruitment may be used. Outside recruitment will not be used if there are persons eligible and available for recall as provided in Section 11.2 above. Notices of regular job vacancies shall be posted in a timely manner (at least two (2) weeks prior to closing) by e-mail notice to bargaining unit members. Employees who desire consideration for such openings shall notify the Employer, in writing, during the period the notice is posted. The employer shall follow the King County Personnel Guidelines, Section 9 - EMPLOYMENT LISTS AND APPLICANT POOLS, if a list is to be created.

11.4 Trial Service - When an employee is promoted from one bargaining unit classification to another bargaining unit classification with a higher salary range, and does not successfully complete probation in the higher classification, the employee shall be entitled to return to their former position if available, a position in the former classification if available, or to an equivalent position at the same salary range if the employee is qualified. If no such vacancy is available, the employee may be laid off and shall have recall rights as defined in Section 11.2 above.

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

ARTICLE 12: MEDICAL, DENTAL, VISION, LIFE INSURANCE AND TEAMSTERS PENSION

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

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

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

12.4 The County agrees to re-open negotiations during the term of this Agreement upon request by the Union, solely for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust (WCTPT). The County and the Union understand and agree that the Union will conduct a membership vote to determine whether the bargaining unit will participate in WCTPT, and that if a majority of members vote in favor of participation, all members must participate. The Parties further agree that participation in WCTPT shall not result in an increase of pay for any employee covered by this Agreement.

ARTICLE 13: TRANSPORTATION

13.1 Parking and Tolls - Employees who have been assigned by the Employer to use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been notified no later than the prior work day that such employee shall not be required to use the employee's automobile in the performance of duties on a particular work day.

13.1.1 The parking provided shall be on a space available and weather and surface

conditions permitting basis in the Employer designated parking facilities. If feasible, the Employer will provide parking within four blocks of the King County Administration Building.

13.1.2 The Employer shall also pay all reasonable and Employer approved fees up to a maximum of the amount documented by King County Facility Management Division (FMD) per day for parking expenses, verified by presentation of a receipt, incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department of Assessments facilities.

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

13.1.4 The Employer and the Union agree to implement ORCA Card controls for employee parking as promulgated by King County FMD.

13.1.5 The Employer shall pay all Employer approved fees for tolling expenses incurred by employees in the performance of their work duties. The employer will not pay tolling expenses related to the employee's commute to and from home. Employees driving while conducting department business shall avoid using toll bridges and toll lanes if possible.

13.2 <u>Automobile Use Reimbursement</u> - Employees who are required to use their personal vehicles in the performance of their duties shall be paid at the current IRS mileage rate, except as provided in 13.2.1.

13.2.1 Employees in the classification of Residential Appraiser I who are required to use their personal vehicle will receive either a fixed cost amount of fifty dollars ($50) per month and one half (1/2) of the IRS rate, or the IRS rate, whichever is greater.

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

13.2.3 Employees who are required to drive on County business shall, on request by the

Employer, verify that they have a current, valid driver's license. Employees are required to notify their supervisor immediately if their license is suspended or revoked.

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

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

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

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

13.5 **Driving and Productivity** - Workload expectations shall take into consideration whether an employee uses a personal vehicle or a pool vehicle.

ARTICLE 14: MISCELLANEOUS

14.1 **Discipline** - The Employer shall not discipline, suspend, or discharge any non-probationary, regular employee without just cause. The parties agree that the primary objective of any disciplinary action is to improve the performance, or to correct the employee's behavior, not to punish or penalize the employee. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline. Further, the Employer shall forward a copy of any and all warning notices relating to an employee's work performance to the Union at the time of issuance to the employee.

14.1.1 In the event the Employer requires an employee to attend a meeting, for purposes of discussing an incident which may lead to discipline, such as, but not limited to, suspension, demotion or termination of that employee, the employee shall be advised of the employee's right to be

accompanied by a representative of the Union. If the employee desires Union representation in said matter, the employee shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.

14.1.2 If the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of the rights of appeal and representation as provided for in ARTICLE 15, Grievance Procedure of this Agreement.

14.1.3 **Employee Files** - The employer shall provide a copy, within one (1) work week, to the employee of any non-disciplinary document added to or deleted from the employee's personnel file.

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

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

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

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

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

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

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

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

14.7 Safety Standards - The Employer agrees to comply with all applicable Federal, State, and local laws and regulations regarding health and safety. Employees shall not be subject to discipline for reporting safety violations to management.

ARTICLE 15: GRIEVANCE PROCEDURE

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

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

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

15.3.1 **STEP 1** - A grievance shall be verbally presented by the aggrieved employee, and the Union representative if the employee wishes, within ten (10) working days of the occurrence of such grievance to the Division Director. The Division Director shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within five (5) working days. If a grievance is not pursued to the next level within ten (10) working days, it shall be presumed resolved.

15.3.2 **STEP 2** - If, after thorough discussion with the Division Director, the grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance shall then be presented to the Administration Services Division Director or Chief Deputy Assessor for investigation, discussion and written reply. The Administration Services Division Director or Chief Deputy Assessor shall issue a written decision to the aggrieved employee and the Union within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

15.3.3 **STEP 3** - If, after thorough evaluation, the decision of the Administration Services Division Director or Chief Deputy Assessor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a Joint Committee representing the Employer and the Union. Said Committee shall consist of equal representation for the Union and for the Employer with a maximum of two (2) for each side. This Committee shall attempt to resolve the grievance within ten (10) working days.

15.3.4 **STEP 4** - Should this Committee be unable to agree, either party may request arbitration within thirty (30) days of conclusion of STEP 3, and must specify the exact question which it wishes arbitrated. The Committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from

a panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator shall be selected from the list by both the Employer representative and the Union representative, each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on all parties.

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

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

15.6 No matter may be arbitrated which the Employer by law has no authority over, has no authority to change, or has been delegated to any Civil Service Commission or Personnel Board as defined in RCW 41.56.

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

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

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

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

16.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees

under this Agreement and should same occur, the Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Director if the employee presents satisfactory reasons for the employee's absence within three (3) calendar days of the date the employee's automatic resignation became effective.

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

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

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

ARTICLE 17: WAIVER CLAUSE

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

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

ARTICLE 18: SAVINGS CLAUSE

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

ARTICLE 19: DURATION

19.1 This Agreement and each of its provisions shall become effective when ratified by the parties, including adoption as an ordinance by the King County Council, unless a different effective date is specified, and covers the period January 1, 2012 through December 31, 2015.

19.2 The parties agree to initiate negotiations for a successor agreement no later than June 1, 2015.

APPROVED this 13 day of MARCH, 2013.

By: Dow Constantine

King County Executive

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

Scott A. Sullivan

Scott A. Sullivan
Secretary-Treasurer

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, 2012 through December 31, 2015

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.

A.1 Salary Ranges - The following Salary Ranges of the King County 10-Step Hourly Squared Schedule below shall be in effect January 1, 2012 through December 31, 2015. The cost of living adjustment shall be as provided in A.2 below.

Job Class Code	PeopleSoft Job Code	Classification	Pay Range Square Table
2610100	261101	Appraiser - Assistant	41
2613100	261601	Appraiser - Senior	63
2622100	262301	Assessments Analyst	53
2616100	261901	Assessments Auditor	55
2614100	261701	Auditor Appraiser	49
2617100	262002	Auditor Appraiser - Assistant	46
2615100	261801	Auditor Appraiser - Senior	63
2611100	261201	Commercial Appraiser I	52
2611200	261301	Commercial Appraiser II	58
2623100	262401	Current Use Evaluations Specialist	57
7322100	722103	GIS Specialist - Entry	55
7322200	722104	GIS Specialist - Journey	60
7220200	722201	Mapping Unit Supervisor	63
2612100	261401	Residential Appraiser I	50
2612200	261501	Residential Appraiser II	56

A.2 The intent of the parties is to calculate COLA consistent with the terms and conditions set forth in the 2011-2014 King County/Union Coalition COLA MOU (Document Code:

000U0310_COLA-2011).

Effective January 1, 2012, employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area (S-T-B) Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. The COLA for 2012 is known to be 1.63%.
((S-T-B CPI-W, August 2010 through June 2011 divided by August 2009 through June 2010) minus (one)1) times ninety percent (90%) equals the wage adjustment for 2012.

Effective January 1, 2013, employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. The COLA for 2013 is known to be 3.09%.
((S-T-B CPI-W, August 2011 through June 2012 divided by August 2010 through June 2011) minus (one)1) times ninety-five percent (95%) equals the wage adjustment for 2013.

Effective January 1, 2014, Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. ((S-T-B CPI-W, August 2012 through June 2013 divided by August 2011 through June 2012) minus (one)1) times ninety-five percent (95%) equals the wage adjustment for 2014.

In 2014, the parties agree to open negotiations on the subject of a 2015 COLA. The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than two 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

A.3 Class Specifications - If, during the term of this Agreement, the County revises the class

specifications of any job class listed in this Appendix, the County agrees to provide the Union with copies of the revised specifications, and provide an opportunity to negotiate the effects.

APPROVED this 13 day of MARCH, 2013.

By: Dow Constantine

King County Executive

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

Scott A. Sullivan

Scott A. Sullivan
Secretary-Treasurer

MEMORANDUM OF AGREEMENT

Bi-weekly Payroll - If during the life of this Agreement the County adopts a biweekly payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County agrees to provide ninety (90) days notice to the Union and the affected employees prior to any change of payroll schedule. The County acknowledges its obligation to bargain the effects of such change.

APPROVED this 13 day of MARCH, 2013.

By: Dow Constantine

King County Executive

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

Scott A. Sullivan

Scott A. Sullivan
Secretary-Treasurer

MEMORANDUM OF AGREEMENT

by and between

KING COUNTY

And

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

REPRESENTING EMPLOYEES IN THE DEPARTMENT OF ASSESSMENTS

Subject: <u>FOUR DAY WORK WEEK</u>

It is understood and agreed that King County, (the "County") and Public, Professional & Office-Clerical Employees and Drivers Teamsters Local Union No. 763 (the "Union") affiliated with the International Brotherhood of Teamsters, enter into the following Agreement to be in full force and effect or run concurrent with the 2012 -2015 Collective Bargaining Agreement (the "CBA") for the purpose of addressing the County's needs to balance its' 2012 and future Budgets.

Whereas, the parties agree to execute the current CBA for four (4) years, beginning January 1, 2012, and expiring December 31, 2015, with the following guidelines/points:

- The County agrees that employees who currently are assigned a 4-day/8.75 hour per day regular work schedule shall retain a 4-day/8.75 hour per day regular work schedule for the duration of the CBA and MOA. For those employees, regular work schedules will be either a Monday through Thursday or a Tuesday through Friday thirty-five (35) hour week. The County will make a good faith effort to meet its coverage needs by first assigning schedules based on employee preference. Schedules will be assigned in reverse seniority should the volunteer levels be insufficient.
- The aforementioned scheduling change shall not alter, amend or modify the existing language in ARTICLE 6, HOURS OF WORK in the CBA.

The parties agree that, unless specified above or contained elsewhere within the Agreement,

all terms and conditions of employment shall remain unaltered and in full force and effect for the duration of the Agreement.

APPROVED this 13 day of MARCH, 2013.

By: Dow Constantine

King County Executive

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

Scott A. Sullivan

Scott A. Sullivan
Secretary-Treasurer

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS, TEAMSTERS LOCAL 763

REPRESENTING EMPLOYEES IN THE DEPARTMENT OF ASSESSMENTS

Subject: Clarification of Article 13, Transportation, in tentatively agreed to Collective Bargaining Agreement

IT IS UNDERSTOOD AND AGREED the following is to clarify the intent of **ARTICLE 13 TRANSPORTATION**, of the recently tentatively agreed to Collective Bargaining Agreement.

Pursuant to the recent discussions, the following shall apply:

PARKING

Employees will be reimbursed, or the County shall pay for parking, up to one-half of the regular work days they are scheduled to work, up to eight (8) or nine (9) days per month.

On days an employee is scheduled in the field, he/she is expected to start and end the day in the field and parking will only be reimbursed if he/she is required to come to the office (e.g., to do an appeal, attend a meeting with a customer that was scheduled at the last minute).

There shall be no in and out privileges.

AUTO REIMBURSEMENT

Residential I employees required to have and use their personal vehicles in the performance of their field duties shall be compensated in accordance with ARTICLE 13, Section 13.2 each month they are required to have and use their personal vehicle. Should the County reassign a Residential I employee to office duties or to temporary non-routine driving duties, then the employee will be compensated at the current IRS rate.

All other Articles, Sections and Subsections remain in full force and effect for the duration of the Agreement.

APPROVED this 13 day of MARCH, 2013.

By: Dow Constantine

King County Executive

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

Scott A. Sullivan

Scott A. Sullivan
Secretary-Treasurer