

06/14/99

Larry Phillips
Kent Pullen
Greg Nickels

Introduced By:

22000199

Clerk 06/16/99

Proposed No.:

1999-0335

ORDINANCE NO. 13569

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

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

SECTION 2. Terms and conditions of the collective bargaining agreement shall be effective from January 1, 1999, through and including December 31, 2001.

1 SECTION 3. Terms and conditions of the memorandum of agreement shall be
2 effective from January 1, 1998, through and including December 31, 1998.

3 INTRODUCED AND READ for the first time this 21st day of June, 1999.

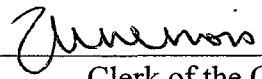
4 PASSED by a vote of 10 to 0 this 28th day of June, 1999.

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

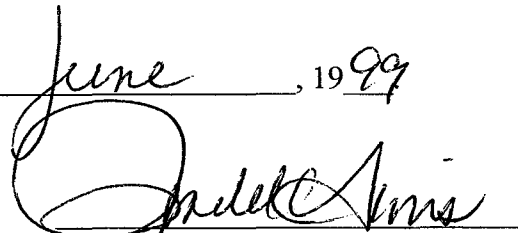
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8 Chair

9 ATTEST:

10 
11 Clerk of the Council

12 APPROVED this 30 day of June, 1999

13 
14 King County Executive

15 Attachments: Agreement and memorandum of agreement by and between King County,
16 Washington and Public, Professional & Office-Clerical Employees and
17 Drivers Local Union No. 763 January 01, 1999 through December 31, 2001

AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

January 01, 1999 through December 31, 2001

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AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

January 01, 1999 through December 31, 2001

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

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ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

3.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for those employees whose job classifications are listed in the attached 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.

3.2.1 Nothing contained in this Article shall require an employee to join the Union who can substantiate that there exists 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 Bargaining unit employees hired as trainees for affirmative action purposes shall not be subject to the terms of this Article until completion of one six (6) consecutive month training period.

3.2.3 In the event an employee fails to abide by the provisions of Section 3.2 or 3.2.1, or meet statutory obligations, the Union may give the Employer notice of this fact. Within fifteen (15) days after receipt of such notice, the services of such employee shall be terminated by the Employer.

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 of the Union and shall transmit the same to the 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

1 Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-
2 off provision upon presentation of proper evidence thereof.

3 **3.4 Union Notification** - Within five (5) days from assignment of an employee for regular
4 employment, the Employer shall forward to the Union a completed membership application form signed
5 by that employee. The Employer shall notify the Union promptly of all employees leaving its
6 employment.

7 **3.5 Non-Discrimination** - No member of the Union shall be discharged or discriminated
8 against for upholding Union rules or principles or doing committee work in the interest of the Union;
9 provided however, it does not interfere with the performance of their job duties.

10 **3.6 Visitation Rights** - Authorized representatives of the Union may, after notifying the
11 Employer, visit the work location of employees covered by this Agreement at any reasonable time.

12 **3.7 Bulletin Boards** - The Employer and the Union shall cooperate to insure that adequate
13 space on the Employer's premises is provided for posting of announcements of meetings, election of
14 officers and any other Union material.

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1 ARTICLE 4: RIGHTS OF MANAGEMENT

2 4.1 The management of the County and the direction of the work force is vested exclusively in
3 the Employer subject to terms of this Agreement. All matters not covered or treated by the language of
4 this Agreement may be administered for its duration by the Employer in accordance with such policy or
5 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 and advanced to Step
5 2 after the successful completion of a six (6) month probation period. Advancement to Step 2 may be
6 denied upon serving written notice to the employee specifying the reason thereof.

7 5.3 Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase
8 on January 1st of each year, provided their performance is satisfactory. An employee must complete
9 his/her probationary period prior to October 1st to be eligible for a Step increase the following January
10 1st.

11 5.3.1 Employees at Step 10 are not eligible for Step increases; provided however, employees
12 receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those awards,
13 provided that their performance is rated outstanding each succeeding year. Once an above Step 10
14 award is lost, it shall not be reinstated.

15 5.4 Professional education shall be compensated at the rate of ten dollars (\$10.00) per month for
16 successful completion of each International Association of Assessing Officers (IAAO) course beginning
17 with Course 2. The following courses qualify under this program:

18
19 IAAO Foundation Program:

20 Course 102: Income Approach to Valuation
21 (SREA Course 201 or MAI Course 1B may be substituted for this
22 Course)

23 Course 103: Development and Writing Narrative Appraisal Reports

24 IAAO Advanced Program:

25 Course 201: Appraisal of Land
26 Course 202/112: Income Approach to Valuation II
27 Course 207: Industrial Property Appraisal
28 Course 300: Fundamentals of Mass Appraisal

- 1 Course 301: Mass Appraisal of Residential Property
2 Course 302: Mass Appraisal of Income-Producing Property
3 Course 303: Computer-Assisted Assessment Systems
4 Course 305: CAMA Valuation Model Building

5 **5.4.1** In addition to those courses set forth within Section 5.4, employees shall also be
6 compensated ten dollars (\$10.00) per month for the successful completion of any of the following
7 courses; provided such courses have been completed after December 31, 1991:

8 Any appraisal course approved by the State of Washington Department of Licensing for
9 certification; and

10 Any other professional education course approved in advance by the Employer.

11 **5.4.2** Employees shall also be eligible for compensation at the rate of fifty dollars (\$50.00) per
12 month for any of the following professional designations:

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

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

15 Appraisal Institute - MAI, SRPA or SRA;

16 American Society of Appraisers - ASA;

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

18 Certified Public Accountant; and

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

20 **5.4.3** The sum of compensation provided pursuant to Sections 5.4, 5.4.1 and 5.4.2 shall in no
21 instance exceed one hundred twenty dollars (\$120.00) per month per employee. The additional
22 compensation shall not be restricted by the maximum salary step of the pay plan set forth within
23 Appendix "A".

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 7:00 A.M. and 5:00 P.M., for which the regular monthly rate 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 7:00 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.

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

8 6.6.1 Section 6.6 does not apply to any situation where the Assessor or designee officially
9 closes operations in the Department of Assessments because of adverse weather conditions, or orders
10 employees to leave the work site. In that event, employees shall be paid for the normally scheduled
11 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 (1-1/2)
7 times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in
8 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 subsequently
12 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 the
14 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
17 a 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
2 in 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 employees shall be granted the following holidays with pay:

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

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

18 8.2 For all employees employed on a five (5) day workweek schedule, whenever a holiday falls
19 upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a
20 Saturday, the preceding Friday shall be observed as the holiday.

21 8.2.1 For all employees employed on a four (4) day work schedule during any week in which a
22 holiday occurs, the Department of Assessments shall observe the holiday on the appropriate day;
23 provided however, sufficient staff will be required to enable the Department to remain open for four (4)
24 days except during Thanksgiving week. To accommodate the office remaining open for four (4) days,
25 sufficient employees shall be required to work to maintain a reasonable level of service as scheduled by
26 the Department Director. These employees shall be provided a substitute day off in conjunction with
27 the preceding or following weekend. When the holiday falls on a Friday or Saturday, employees shall
28 be provided a substitute day off on either the preceding Thursday or the following Monday.

1 8.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of
2 determining weekly overtime.

3 8.4 Work performed on holidays shall be paid for at one and one-half (1-1/2) times the
4 employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.

5 8.5 All holidays shall be observed in accordance with RCW 1.16.050, as amended.

6 8.6 All employees employed on a five (5) day workweek schedule shall receive two (2)
7 additional personal holidays to be administered through the vacation plan. One day shall be added to
8 accrued vacation on the first of October and on the first of November of each year. These days can be
9 used in the same manner as any vacation day earned.

10 8.6.1 Four (4) day per week employees assigned to temporary counter duty shall receive one
11 and three-fourths (1.75) hours of credited vacation time for each holiday occurring during the said
12 employee's assignment to a five (5) day work week schedule.

1 **ARTICLE 9: VACATIONS**

2 9.1 Regular full-time employees shall receive vacation benefits as indicated in the following
3 table:

| 4 | Years of Continuous Service | Monthly 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 | Monthly Vacation Credit | Equivalent Annual Vacation |
|----|---------------------------------|--|-------------------------------|----------------------------------|
| 7 | Upon hire through end of Year 5 | 5 | 7.00 hours | 84 hours |
| 8 | Upon beginning of Year | 6 | 8.75 hours | 105 hours |
| 9 | Upon beginning of Year | 9 | 9.33 hours | 112 hours |
| 10 | Upon beginning of Year | 11 | 11.67 hours | 140 hours |
| 11 | Upon beginning of Year | 17 | 12.25 hours | 147 hours |
| 12 | Upon beginning of Year | 18 | 12.83 hours | 154 hours |
| 13 | Upon beginning of Year | 19 | 13.42 hours | 161 hours |
| 14 | Upon beginning of Year | 20 | 14.00 hours | 168 hours |
| 15 | Upon beginning of Year | 21 | 14.58 hours | 175 hours |
| 16 | Upon beginning of Year | 22 | 15.17 hours | 182 hours |
| 17 | Upon beginning of Year | 23 | 15.75 hours | 189 hours |
| 18 | Upon beginning of Year | 24 | 16.33 hours | 196 hours |
| 19 | Upon beginning of Year | 25 | 16.92 hours | 203 hours |
| 20 | Upon beginning of Year | 26 | 17.50 hours | 210 hours |
| 21 | and beyond | | | |

23 9.1.1 Any vacation improvements granted to other County employees shall be provided to all
24 bargaining unit employees.

25 9.1.2 Notwithstanding the schedule set forth within Section 9.1, a regular full-time employee
26 who was employed prior to April 22, 1999, shall begin to accrue vacation leave at the rate of eight
27 point seven five (8.75) hours per month on the first day of the employee's fourth (4th) year of
28 employment.

1 9.2 Regular full-time employees may accrue up to four hundred twenty (420) hours of
2 vacation leave.

3 9.3 Vacation benefits for regular part-time employees shall be established based upon the
4 ratio of hours actually worked (less overtime) to a standard work year. For example: If a regular,
5 part-time employee normally works four (4) hours per day in a department that normally works eight
6 (8) hours per day, the part-time employee would be granted four-eighths (4/8ths) of the vacation
7 benefits allowed a regular full-time employee with an equivalent number of years of service.

8 9.4 No person shall be permitted to work for compensation for the County in any capacity
9 during the time when vacation benefits are being drawn.

10 9.5 Vacation may be used in fifteen (15) minute increments at the discretion of the
11 Department Director or designee.

12 9.6 Temporary employees shall not be granted vacation benefits.

13 9.7 No employee shall earn the equivalent of a month's vacation credit during a month when
14 the employee is absent without pay for more than three (3) working days; provided however, that
15 discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce
16 vacation credit. An employee shall not be granted vacation benefits if not previously accrued by the
17 employee.

18 9.8 Any employee separating from County service who has not taken the employee's earned
19 vacation, if any, shall receive the hourly equivalent of the employee's salary for each hour of earned
20 vacation based upon the rated of pay in effect for such employee on the last day he actually worked;
21 provided however, employees who are hired on or after January 01, 1986, who are eligible for
22 participation in the Public Employee's Retirement System Plan I, shall not be compensated for more
23 than four hundred twenty (420) hours of earned vacation at the time of retirement. For employees
24 hired on or after January 01, 1986, vacation hours earned in excess of four hundred twenty (420)
25 hours must be used prior to the employee's date of retirement or such excess hours shall be lost.
26 When separation is caused by death of an employee, payment shall be made to the estate of such
27 employee, or in applicable cases, as provided by State law.

28 9.9 Employees may continue to accrue additional vacation beyond the maximum specified

1 herein if, as a result of cyclical workloads or work assignments, accrued vacation would otherwise be
2 lost. Employees who leave King County employment for any reason shall be paid for their unused
3 vacation up to the maximum specified herein. Employees shall forfeit the excess accrual on
4 December 31st.

5 **9.10 Vacation Scheduling** – Vacation requests shall be in writing. A vacation of one (1) day
6 or less shall be requested at least three (3) working days in advance. A vacation of more than one (1)
7 day shall be requested two (2) weeks in advance. If the need arises, an individual may contact the
8 Division Manager and request emergency vacation. Approval of emergency vacation shall be at the
9 discretion of the Division Manager.

10 **9.10.1** If a Division Manager wishes to generally prohibit or limit vacations during a
11 particular period of time, employees shall be notified in writing one (1) month prior to
12 commencement of the period of restriction. Such notice shall specify the extent of the
13 prohibition/limitation and its duration.

14 **9.10.2** All vacation requests shall receive a definite written yes or no response within one (1)
15 week of submission of same. Once approved, vacation shall not be rescinded. There shall be no
16 limitations as to the timing of the vacation request submissions.

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ARTICLE 10: LEAVES

10.1 Sick Leave – All regular full-time employees shall accrue sick leave benefits at the rate of seven (7) hours per month.

10.1.1 No employee shall earn sick leave credit during a month in which the employee is absent without authorization or absent without pay for more than three (3) days.

10.1.2 Every regular part-time employee shall receive sick leave benefits proportionate to the employee's regular workday. For example: If a regular part-time employee normally works four (4) hours per day and the department's normal workday is eight (8) hours, the employee shall receive four (4) hours of sick leave benefits for the month.

10.1.3 Temporary employees shall receive no sick leave benefits

10.1.4 After six (6) months of full-time service a regular employee may, at his Division Manager's discretion, be permitted to use up to one-half (1/2) of his accruing vacation (5 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the Employer upon termination.

10.1.5 Sick leave benefits shall accrue on a monthly basis 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.

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

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

10.1.8 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.

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

2 **10.1.9** Separation from King County employment, except by retirement or reason of
3 temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the
4 employee. Should the employee resign in good standing and return to the Employer within two (2)
5 years, accrued sick leave shall be restored.

6 **10.1.10** Accrued Sick leave may be used for absence due to temporary disability caused or
7 contributed by pregnancy.

8 **10.1.11** Sick leave because of an employee's physical incapacity shall not be approved when
9 the injury is directly traceable to simultaneous employment other than with King County .

10 **10.1.12** The Employer shall reimburse those employees who have at least five (5) years
11 service and retire as a result of length of service or who terminate by death thirty-five percent (35%)
12 of their unused accumulated sick leave. All payments shall be made in cash, based upon the
13 employee's base rate of pay and there shall be no deferred sick leave reimbursement.

14 **10.1.13** Employees injured on the job shall not simultaneously collect sick leave and Worker's
15 Compensation payments greater than the net regular pay of the employee. In the event an employee
16 shall be entitled to benefits or payments under the Worker's Compensation Act, the employee may elect
17 to use accrued paid leave benefits to supplement the disability payments. In such event, the Employer
18 shall pay only up to the maximum of the difference between the benefits and payment received under
19 such insurance or act by such employee and the employee's regular rate of compensation that the
20 employee would have received from the Employer if able to work. The foregoing payment by the
21 Employer shall be limited to the period of time that such employee has accumulated paid leave credits
22 as specified herein.

23 **10.1.14** Employees who have been employed the entire previous calendar year and who use
24 thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick
25 leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:
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**Sick Leave Hours Accrued Which
May Be Converted to Vacation
Hours in the Following Year**

**Sick Leave Hours Used
In A Calendar Year**

| | | |
|---|---------------|-------|
| 1 | | |
| 2 | | |
| 3 | 35.00 - 26.50 | 8.75 |
| 4 | 26.26 - 17.75 | 13.00 |
| 5 | 17.50 - 9.00 | 17.50 |
| 6 | 8.75 - 0.00 | 26.25 |
| 7 | | |

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

11 **10.2 Family Care and Bereavement** - Regular full-time employees shall be entitled to three
12 (3) working days of bereavement leave per occurrence up to three (3) occurrences per calendar year, due
13 to death of members of their immediate family.

14 **10.2.1** Regular full-time employees who have exhausted their bereavement leave shall be
15 entitled to use sick leave in the amount of three (3) days for each occurrence when death occurs to a
16 member of the employee's immediate family.

17 **10.2.2** Three (3) sick leave days of absence from the job may be granted to an employee due to
18 a requirement to care for immediate family members who are seriously ill. Up to one day's absence may
19 be authorized for the employee to be at the hospital on the day of the birth of the employee's child.

20 **10.2.3** In cases of family care where no sick leave benefit exists, the employee may be granted
21 leave without pay.

22 **10.2.4** In the application of any of the foregoing provisions, when a holiday or regular day off
23 falls within the prescribed period of absence, it shall not be charged.

24 **10.2.5** For the purposes of Article 10 , immediate family shall be defined as children, parents,
25 siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and
26 siblings of the employee's spouse.

27 **10.3 Union Officer Leave** - An employee elected or appointed to office in the Union which
28 requires a part or all of the employee's time shall be given leave of absence up to one (1) year without

1 pay upon application.

2 **10.4 Jury Leave** - All regular employees ordered on a jury shall be entitled to their regular pay;
3 provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County
4 Office of Finance. Employees shall report back to their work Supervisor when dismissed from jury
5 service.

6 **10.5 Military Leave** – A leave of absence for active military duty or active military training
7 duty shall be granted to eligible employees in accordance with applicable provisions of state and/or
8 Federal Law; provided, that a request for such leave shall be submitted to the Assessor in writing by the
9 employee and accompanied by a validated copy of military orders ordering such active duty or active
10 training duty.

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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 within classification. The classification(s) to be reduced shall be
4 at the sole discretion of management. Employees with the least amount of bargaining unit seniority
5 shall be the first to be laid off. In the event two (2) or more employees have the same seniority, ability
6 and skill shall be the determining factor.

7 **11.1.1** Prior to any layoff, all employees other than permanent employees in the affected
8 classification shall be removed from the payroll first. This shall include temporary and probationary
9 employees.

10 **11.1.2** The Employer shall notify the Union and the affected employees at least two (2) weeks
11 in advance, in writing, of any anticipated reduction in force. Such notice shall include the name,
12 classification and hire-in date of all such employees scheduled to be laid off. Employees laid off because
13 of an adverse decision on their ability and skill (referenced in Section 11.1) or their qualifications
14 (referenced in Section 11.1.3) may grieve within three (3) working days of notice to the employee of
15 such adverse decision to a joint committee comprised of two (2) representatives of the Union and two
16 (2) representatives of the Employer. Such grievance shall be adjudicated within three (3) working days.
17 A majority decision of the joint committee shall be required to reverse management's initial decision of
18 which employee to layoff.

19 **11.1.3** Employees laid off from their classification may bump into other positions in the
20 bargaining unit if they meet all of the following criteria:

21 The employee to be bumped has less bargaining unit seniority than the employee who elects to
22 bump;

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

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

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

28 Employees shall have five (5) days from notification of layoff to notify the Employer in writing

1 of their intention to exercise their bumping rights. Such notification must set forth those classifications
2 into which the employee wishes to bump. The Employer shall determine whether an employee is
3 qualified for the position into which the employee proposes to bump.

4 **11.2 Recall** - Employees laid off or bumped from their classification shall be recalled in reverse
5 order of layoff; namely, those laid off or bumped last shall be recalled first. The period for recall shall
6 be two (2) years from date of layoff or bump.

7 **11.3 Job Vacancy** - When a regular job vacancy occurs, the Employer shall have as a goal that
8 such vacancy should be filled by a present employee. If the Employer believes, for any reason, that
9 broader recruitment is the preferred method for filling such regular job vacancy, then an outside
10 recruitment may be used. Notices of regular job vacancies shall be posted in a timely manner (at least
11 two weeks prior to closing) on a designated bulletin board at each work site (i.e., one posting in Seattle,
12 one posting in Renton). Employees who desire consideration for such openings shall notify the
13 Employer, in writing, during the period the notice is posted.

14 **11.3.1** When a regular job vacancy occurs, the Employer shall have a goal that such vacancy
15 shall be filled with a present employee in that classification. If the Employer, for any reason, believes
16 that broader recruitment is the preferred method of filling such regular job vacancy, then an outside
17 recruitment may be used.

ARTICLE 12: MEDICAL, DENTAL, VISION AND LIFE INSURANCE

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 12.3.

12.2 Effective January 01, 1999, a newly hired regular employee shall be eligible for receipt of all benefits under the Employer's medical, dental, vision, life insurance and long-term disability program on the first day of the month following the date the employee commenced employment with the County.

12.3 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.

12.4 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.

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 conditions
8 permitting basis in the Employer designated parking facilities. Until adequate notice of change is
9 provided, those facilities shall be those which are located on the southeast corner of Fifth Avenue and
10 Jefferson Street, Seattle, Washington and those designated contiguous to the Renton field office.

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

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

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

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

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

27 c. A depreciation allowance of for each one thousand (1,000) miles exceeding the
28 average number of miles driven in the service of the Employer by all employees assigned to use their

1 vehicle twelve (12) months during the immediately previous calendar year. Such allowance shall be
2 paid as a supplement to the December automobile expense allowances.

3 13.2.1 The standard vehicle used by Runzheimer International, Inc. to establish costs for the
4 automobile expense allowance set forth within Section 13.2 shall be the make and model of the
5 successful low bid compact car established in King County's annual fleet replacement bids. Runzheimer
6 International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified factors.
7 The amount of work related mileage recognized shall be the average number of miles driven in the
8 service of the Employer by all employees covered under terms of this Agreement who were assigned to
9 use their vehicle twelve (12) months during the immediately previous calendar year. The retentional
10 cycle specified shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be
11 fifty-seven and one tenth per cent (57.1%) for employees working a four (4) day work week schedule .

12 13.2.2 If the Employer changes the work week schedule to five days the fixed cost monthly
13 allotment shall be converted to seventy-one and four tenths percent (71.4%).

14 13.2.3 In any calendar month wherein the employee is assigned to use the employee's
15 automobile fifty per cent (50%) or more of the Fridays as overtime, seventy-one and four tenths per cent
16 (71.4%) shall be the recognized fixed cost monthly percentage paid to each such individual.

17 13.2.4 The minimum monthly fixed amount shall be adjusted January 1st of each year as
18 advised by Runzheimer International, Inc.

19 13.2.5 The additional variable amount per mile shall be adjusted quarterly (January 1st, April
20 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

21 13.2.6 The depreciation allowance per one thousand (1000) miles exceeding the average
22 number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc.

23 13.2.7 The expense associated with the subscription to the Runzheimer service shall be borne
24 by the Employer.

25 13.2.8 Employees who are required to provide a personal vehicle for use in the service of the
26 Employer and who are assigned to temporary or permanent office duty not requiring the use of their
27 vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a mileage
28 severance payment equal to one (1) month's fixed amount for the first calendar month of such removal.

1 The first day of removal from mileage shall always coincide with the first calendar day of a month.

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

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

22 **13.2.10** New employees shall receive a prorated portion of the minimum fixed amount which
23 equals the percentage of work days remaining in the month they are initially assigned to use their
24 personal vehicle.

25 **13.2.11** Employees whose employment has been terminated for any reason whether voluntary
26 or involuntary shall receive a prorated portion of the minimum fixed amount which equals the
27 percentage of work days said employees were employed in their last month of employment. No further
28 payments shall be made which relate to days or months occurring after the employee's last day of

1 physical presence at work.

2 **13.2.12** Assignment of pool vehicles and use of personal vehicles on County business shall be
3 at the sole discretion of management. Employees may be required to use their personal vehicle in
4 carrying out their assigned duties as a condition of employment and in accordance with the terms of this
5 Article.

6 **13.3 Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the
7 performance of the employee's duties, the individual may report back to the office that day and perform
8 office assignments as assigned or take vacation for the remainder of the day.

9 **13.3.1** The Employer shall reimburse to the employee expenses associated with towing when
10 such towing is the result of road conditions. The Employer shall not reimburse towing expenses when
11 such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.

12 **13.3.2** Employees claiming towing expenses shall submit a receipt for the towing expense
13 which clearly displays the date of subject tow, and a brief written description of the circumstances
14 which led to the need for towing.

15 **13.4** Employee Transportation Program – Eligible employees, as determined by their respective
16 employment status, shall receive transportation benefits in accord with the County-wide 1998 King
17 County Employee Transportation Program.

1 **ARTICLE 14: MISCELLANEOUS**

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

7 **14.1.1** In the event the Employer requires an employee to attend a meeting, for purposes of
8 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 employee
13 for any reason, the employee shall be apprised of the rights of appeal and representation as provided for
14 in the Grievance Procedure of this Agreement.

15 **14.2 Bargaining Unit Work** - The Employer shall not permit any work normally performed
16 by current employees who are members of the bargaining unit to be contracted out if the contracting of
17 such work eliminates or reduces the normal work load of the bargaining unit; provided however, in the
18 event that there is created an emergency situation as a result of a legislative act, whereby the Employer
19 is required to provide an annual appraisal of the residences within the County, the Employer shall then
20 be 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 pro-
25 motional 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) working
2 days, when properly assigned, shall receive the recruiting level salary for that classification or five
3 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 thirty (30) to Pay Range thirty-seven (37) upon successful completion of the
8 Washington State Accreditation for Assessors and permanent assignment to the Appraisal Division.
9 Appraiser Assistants compensated at Pay Range thirty-seven (37) may be assigned to place value for the
10 maintenance function.

11 **14.6** Employees within the Auditor Appraiser Assistant classification shall be advanced from
12 Pay Range thirty (30) to Pay Range thirty-seven (37) upon successful completion of the Washington
13 State Accreditation for Assessors. Auditor Appraiser Assistants compensated at Pay Range thirty-seven
14 (37) may be assigned to place and/or estimate value on personal property up to fifty thousand dollars
15 (\$50,000) at businesses limited to one location.

16 **14.7 County and State Boards** - Appraiser I's, Appraiser II's and Senior Appraisers may be
17 required to prepare and defend appraisals before County and State Boards of Appeals and appear on
18 behalf of the County in a court of law as part of the duties of their respective job classifications.

19 **14.7.1** Commercial Appraiser I's, as part of the job duties of that classification, shall represent
20 the County before the Boards of Appeals. Residential Appraiser I's who successfully complete a
21 training program designed and defined by the Employer and who are subsequently assigned to present
22 cases to the Boards of Appeals shall be compensated an additional twenty-five dollars (\$25.00) per
23 month upon successful completion of the training program. The Employer shall determine when, which
24 and how many employees receive the training.

25 **14.8 Labor-Management Conference Committee** - The Employer shall establish a joint
26 Labor-Management Conference Committee which shall be comprised of participants from both the
27 Employer and the Union. Each party shall have the sole right to select its participants. The function of
28 the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as

1 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
2 between the employees, the Employer and the Union. Either the Employer or the Union may request a
3 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The
4 party requesting the meeting shall do so in writing listing the issues they wish to discuss.

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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) calendar days of the occurrence of such grievance to the employee's immediate Supervisor. The immediate Supervisor 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) calendar days, it shall be presumed resolved.

15.3.2 STEP 2 - If, after thorough discussion with the immediate Supervisor, 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 Division Manger for investigation, discussion and written reply. The Division Manager 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) calendar days, it shall be presumed resolved.

15.3.3 STEP 3 - If, after thorough evaluation, the decision of the Division Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Department Director. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Department Director. The Director may interview the employee and/or Union representative and receive any

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

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

9 **15.3.5 STEP 5** - Should this Committee be unable to agree, either party may request arbitration
10 within thirty (30) days of conclusion of STEP 4, and must specify the exact question which it wishes
11 arbitrated. The Committee shall then select a third disinterested party to serve as an arbitrator. In the
12 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
13 panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator shall be
14 selected from the list by both the Employer representative and the Union representative, each alternately
15 striking a name from the list until only one name remains. The arbitrator, under voluntary labor
16 arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the
17 arbitrator shall be final and binding on all parties.

18 **15.4** The arbitrator shall have no power to change, alter, detract from or add to the provisions of
19 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in
20 reaching a decision.

21 **15.5** The arbiter's fee and expenses and any court reporter's fee and expenses shall be borne
22 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.

23 **15.6** No matter may be arbitrated which the Employer by law has no authority over, has no
24 authority to change, or has been delegated to any Civil Service Commission or Personnel Board as
25 defined in RCW 41.56.

26 **15.7** There shall be no strikes, cessation of work or lockout during such conferences or
27 arbitration.

28 **15.8** At the request of either party, the wages, hours and working conditions prevailing prior to

1 the time the difference arose (except in discharge cases) shall be preserved unchanged until a final
2 decision of the matter at issue shall be reached.

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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.

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
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force
7 and effect.

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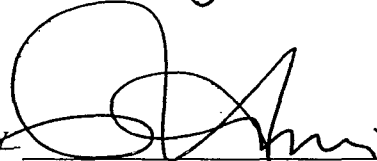
1 ARTICLE 19: DURATION

2 19.1 This Agreement and each of its provisions shall become effective January 01, 1999, and
3 shall continue in full force and effect through December 31, 2001.

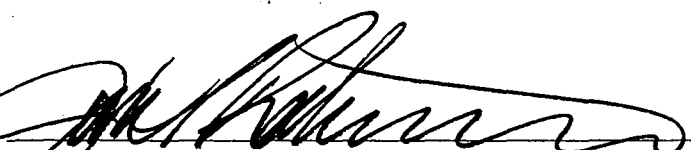
4 19.2 Notwithstanding Section 19.1, the Union and/or the Employer shall have the right to re-
5 open Appendix "A" of the Agreement for the purpose of addressing issues arising from successful
6 Classification/Compensation appeals resulting in classification titles which are not included as part of
7 Appendix "A."

8 19.3 Notwithstanding Section 19.1, the Union and/or the Employer shall have the right to re-
9 open the Agreement, upon approval by the King County Council of the Family Medical Leave Act
10 Ordinance, for the purposes of proposing changes to Article 10, Leaves. Such changes shall
11 encompass the subject matter of the Ordinance.

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13 APPROVED this 15 day of June, 1999

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17 By 
18 King County Executive

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

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26 Jon Rabine, Secretary-Treasurer Teamsters Local 763

27 06-04-99
28 Date

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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 01, 1999 through December 31, 2001

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 The classifications of work and their corresponding Pay Ranges for employees covered by this Labor Agreement shall be as follows:

| CLASSIFICATION | PAY RANGE |
|---|-----------|
| Appraiser Assistant | 32 |
| Appraiser Assistant (Accredited) | 37 |
| Assessments Analyst | 44 |
| Assessments Auditor | 46 |
| Auditor Appraiser Assistant | 32 |
| Auditor Appraiser Assistant (Accredited) | 37 |
| Auditor Appraiser Assistant (Grandfathered) | 36 |
| Auditor Appraiser I | 40 |
| Cartographer | 42 |

| CLASSIFICATION | PAY RANGE |
|-------------------------------------|-----------|
| Cartographer (Grandfathered) | 44 |
| Commercial Appraiser I | 43 |
| Commercial Appraiser II | 49 |
| Current Use Evaluations Specialist | 48 |
| Information Systems Professional II | 48 |
| Mapping Unit Supervisor | 54 |
| Residential Appraiser I | 41 |
| Residential Appraiser II | 47 |
| Senior Appraiser | 54 |
| Senior Auditor Appraiser | 54 |

A.2 Effective January 01, 1999, the rates of pay for the corresponding Pay Ranges set forth within Section A.1 shall be as set forth in the 1999 King County Standardized Salary Schedule for employees working thirty-five (35) hours per week, which by this reference is incorporated herein as if set forth in full.

A.3 Effective January 01, 2000, the base rates of pay which were effective as of January 01, 1999, shall be increased pursuant to the formula established by the King County Council in its Ordinance relating to the King County Standard Salary Schedule and the annual cost-of-living increase. In no event shall this increase be less than two percent (2%) nor more than six percent (6%).

A.4 Effective January 1, 2001, the base rates of pay which were effective as of January 01, 2000, shall be increased pursuant to the formula established by the King County Council in its Ordinance relating to the King County Standardized Salary Schedule and the annual cost-of-living increase. In no event shall this increase be less than two percent (2%) nor more than six percent (6%).

A.5. Information Systems Professional Michael Gies shall continue to be paid at an hourly rate of \$25.8664 until such time as Step 10 of Pay Range 48 of the King County Standardized Salary Schedule exceeds \$25.8664. At such time Mr. Gies' hourly rate of pay will be increased to the higher rate.

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A.6 Those employees within the classification of Auditor Appraiser Assistant - Grandfathered

are:

Barbara Bailey

Philip Wiseman

A.7 Those employees within the classification of Cartographer - Grandfathered are:

Celso Deguzman

Ron Hightower

Patricia Ono


Eric Rabinowitz

Daisy Tamayo

Colon Williams


Joyce Yasui

APPROVED this 13 day of June, 1999

By 

King County Executive

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


Jon Rabine, Secretary-Treasurer Teamsters Local 763

06-04-99
Date

13569

AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Department of Assessments Employees)

January 01, 1998 through December 31, 1998

THIS AGREEMENT is by and between the 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.

It is understood and agreed by and between the Employer and the Union that the terms and conditions of employment for members of the Department of Assessments bargaining unit for calendar year 1998 shall be as set forth within the 1995-97 Labor Agreement by and between the Employer and the Union; provided however,

Section 5.4.3 shall be amended so as to read as follows:

5.4.3 The sum of compensation provided pursuant to Sections 5.4, 5.4.1 and 5.4.2 shall in no instance exceed one hundred twenty dollars (\$120.00) per month per employee. The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth within Appendix "A".

Appendix "A" shall be amended to read as follows:

A.1 Effective January 01, 1998, the classifications of work and their corresponding Pay Ranges for employees covered by this Labor Agreement shall be as follows:

| <u>CLASSIFICATION</u> | <u>PAY RANGE</u> |
|---|------------------|
| Appraiser Assistant | 32 |
| Auditor Appraiser Assistant | 32 |
| Auditor Appraiser Assistant (Grandfathered) | 36 |
| Appraiser Assistant - Accredited | 37 |
| Auditor Appraiser Assistant - Accredited | 37 |
| Residential Appraiser I | 41 |
| Auditor Appraiser I | 40 |
| Cartographer - (Grandfathered) | 44 |
| Commercial Appraiser I | 43 |
| Assessments Analyst | 44 |
| Residential Appraiser II | 47 |

CLASSIFICATION

PAY RANGE

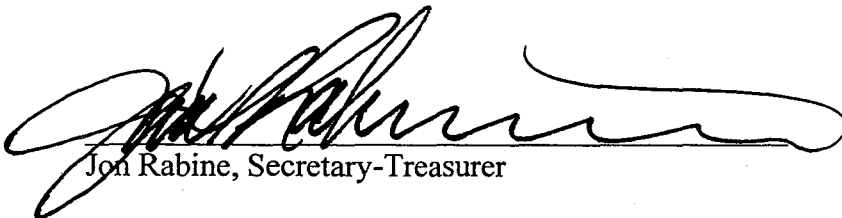
| | |
|-------------------------------------|----|
| Assessments Auditor | 46 |
| Current Use Evaluations Specialist | 48 |
| Information Systems Professional II | 48 |
| Commercial Appraiser II | 49 |
| Senior Auditor Appraiser | 54 |
| Mapping Unit Supervisor | 54 |
| Senior Appraiser | 54 |

- A.2 The rates of pay for the corresponding Pay Ranges set forth within Section A.1 shall be as set forth within the 1998 King County Standardized Salary Schedule for employees working thirty-five (35) hours per week, which by this reference is incorporated herein as if set forth in full.
- A.3 The rates of pay effective January 01, 1998, for each employee shall be as set forth within the spreadsheet entitled "1998 Pay Ranges for Department of Assessments" dated April 06, 1999, which by this reference is incorporated herein as if set forth in full.
- A.4 As soon as possible after the date of County Council ratification of the Agreement by and between King County, Washington and Public, Professional and Office-Clerical Employees and Drivers Local Union No. 763, effective January 01, 1999 through December 31, 2001, each bargaining unit member employed as of April 21, 1999, shall receive a one time only lump sum payment of two hundred dollars (\$200.00). Such sum shall be in addition to any other compensation provided for by this Agreement.

APPROVED this 13 day of June, 1999

By 
King County Executive

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


Jon Rabine, Secretary-Treasurer

06-04-99
Date