



King County

Metropolitan King County Council Government Accountability and Oversight Committee

STAFF REPORT

Agenda Item No.:	4	Date:	26 March 2013
Proposed No.:	2013-0144	Prepared by:	Nick Wagner

SUBJECT

An ordinance adopting a collective bargaining agreement (CBA) between King County and the Public, Professional & Office-Clerical Employees and Drivers, Teamsters, Local 763.

Companion legislation—Proposed Ordinance 2013-0145 (which has been referred to the Budget and Fiscal Management Committee)—requests a supplemental appropriation of \$175,000 to cover the 2012 costs of the CBA.¹

SUMMARY

Proposed Ordinance 2013-0144 (Att. 1 to this staff report) would approve a collective bargaining agreement (CBA) between King County and the Public, Professional & Office-Clerical Employees and Drivers, Teamsters, Local 763. The CBA (Att. 1-A) covers about 130 employees in the Department of Assessments.

1. Term of the CBA

The CBA covers the four-year period from 1 January 2012 through 31 December 2015. (CBA Article 19, Att. 1-A, p. 30)²

2. The Bargaining Unit

The approximately 130 employees in this bargaining unit are responsible for:

- valuation of commercial and residential property in King County for assessment purposes;
- defending appraisals before the Board of Equalization and/or the State Tax Appeals Board; and
- collecting, analyzing, and maintaining data related to residential and commercial property assessments.

¹ According to executive budget staff, the Department of Assessments under-expended in 2012 in anticipation of the 2012 retro payment provided for in the collective bargaining agreement.

² Throughout this staff report page numbers refer to the pages of the specific attachment.

CHANGED CONTRACT PROVISIONS

The most notable changes in the proposed new CBA are described below.

1. COLAs

Appendix A of the CBA (Att. 1-A, pp. 31-33) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to with the vast majority of the county's represented employees for the years in question:

Year	COLA Formula	COLA³
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ⁴ with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 6), which is summarized in the table on page 5 of this staff report.

Appendix A also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the county has agreed to with the vast majority of the county's represented employees.

Appendix A provides that in 2014 the parties will open negotiations on the subject of a 2015 COLA.

2. Substitution of tuition reimbursement in place of supplemental compensation for taking courses

Section 5.4 of the CBA (Att. 1-A, pp. 5-7) has been revised to phase out gradually, over the term of the CBA, the supplemental compensation that the previous CBA provided for taking specified courses offered by the International Association of Assessing Officers (IAAO) and approved by the Department of Assessments.⁵

³ The COLA percentages are based on the Fiscal Note (Att. 6). The percentage listed for 2014 is based on a projection by the County's Office of Economic and Financial Analysis. This bargaining unit agreed in 2010 to a zero COLA for 2011.

⁴ More specifically: "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)."

⁵ The supplemental compensation was \$20 per month per one-week course for a period of 10 years after the course was taken, up to a maximum of \$200 per month.

Instead, the new CBA provides tuition reimbursement for the cost of taking approved courses, but no supplemental compensation for doing so. The maximum tuition reimbursement per year increases gradually over the term of the CBA (as supplemental compensation is phased out): \$125 in 2012, \$165 in 2013, \$210 in 2014, and \$250 in 2015. The net annual savings resulting from these changes (including the change described in section 3 below) is estimated to be \$26,000 for each year of the CBA, for total annual savings of \$78,000 by the end of 2015.

3. Increased compensation for professional designations

Section 5.4.3 of the new CBA (Att. 1-A, p. 6) increases compensation for obtaining certain professional designations (e.g., Washington State Certified Real Estate Appraiser) from \$75 per month to \$100 per month. The estimated annual cost of this change is about \$16,500. This cost is included in the net annual savings described in section 2 above.

4. Telecommuting

Section 6.7 (Att. 1-A, p. 9) provides that employees who have completed their initial probationary period are permitted to participate in the county's telecommuting program, as defined in Executive Policy PER 18-4 (AEP) (Att. 2). This is consistent with current practice. The executive policy neither requires nor entitles an employee to telecommute. Instead, telecommuting is subject to mutual agreement between the employee and the employee's supervisor and the division manager.

Section 6.1.4 of the policy provides:

Telecommuting is not appropriate for all employees. No employee is entitled to, or guaranteed the opportunity to, telecommute. Offering the opportunity to work at home is a management option, based on the discretion of the employee's immediate supervisor and division manager. An employee's participation is strictly voluntary. All telecommuting agreements must meet the criteria in this policy and may be terminated at any time by either the employee or the immediate supervisor (although it is recommended that two weeks notice be given if possible).

For most of the employees in this bargaining unit, employees and management have agreed that telecommuting is appropriate, since much of the employees' work is done in the field and it would be inefficient to require them to return to office between field assignments. Adoption of the existing executive policy by reference promotes countywide standardization of telecommuting practice.

5. Written reasons required for denial of vacation requests

Section 9.9.2 (Att. 1-A, p. 15) provides that when a vacation request is denied, the county must provide the employee with a written statement of the reason for the denial. This addresses an employee concern that in some instances vacation requests had been denied arbitrarily.

6. Parking rates

Section 13.1.2 (Att. 1-A, p. 22) changes the amount of employee parking expense that the county will pay from a fixed \$13 per day to “the amount documented by the King County Facility Management Division (FMD)” (i.e., the amount charged to non-represented county employees).

7. Automobile use reimbursement

Section 13.2 (Att. 1-A, pp. 22-23) eliminates a complicated and more costly formula for mileage reimbursement called “the Runzheimer Plan” with a simpler, less costly formula based in part on the Internal Revenue Service reimbursement rate. As indicated in the Fiscal Note (Att. 6), this change is expected to save the county about \$29,000 per year.

Besides reducing costs, this change is expected to improve efficiency, because the Runzheimer compensation formula was so expensive that it resulted in a need to place undesirable restrictions on the time that appraisers were permitted to spend in the field. Those restrictions can now be removed.

8. Renaming of “Auditor Appraiser Assistant” Classification

The classification previously called Auditor Appraiser Assistant (Accredited) has, in effect, been re-named as simply Auditor Appraiser Assistant, because the related accreditation program of the state Department of Revenue has been eliminated. There has been no substantial change in the qualifications for the classification or in the body of work performed by employees in the classification, and the pay range remains range 46. The classification formerly called Auditor Appraiser Assistant is being eliminated.

9. Four-day work week

A memorandum of agreement (MOA) attached to the CBA (Att. 1-A, pp. 35-36) provides that the county will retain, for the duration of the CBA and the MOA, the current four-day, 8.75 hour per day, regular work schedule for employees who are currently on that schedule. The MOA provides that the county will assign such employees to either a Monday-through-Thursday or a Tuesday-through-Friday work week based on employee preference if possible, unless the county in good faith, to meet its coverage needs, is unable to accommodate employee preference.

10. Standardization of pay practices

Another MOA (Att. 1-A, p. 34) affirms the County’s right to define and implement “a new payroll system, including but not limited to a biweekly payroll system.” The county acknowledges its obligation to bargain the effects of such a change.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (Att. 6) and is summarized in the table below.

	2012	2013	2014	2015
Increase over previous year	\$153,602	\$231,305	\$169,627	\$-32,703
Cumulative increase over 2011	\$153,602	\$384,907	\$554,534	\$521,831

The 2012-2014 fiscal impact of the CBA is attributable primarily to the COLAs, but it includes the savings resulting from the changes concerning professional education and automobile expense reimbursement, as described above. The 2015 fiscal impact does not include a COLA, because there is a COLA reopener for 2015.

Companion legislation—Proposed Ordinance 2013-0145 (referred to the Budget and Fiscal Management Committee)—requests a supplemental appropriation of \$175,000 to cover the 2012 costs of the CBA.⁶

CONSISTENCY WITH LABOR POLICIES

The proposed CBA appears to be consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 5: Transmittal letter)

INVITED

1. Lance King, Labor Negotiator, King County Office of Labor Relations
2. Scott Sullivan, Secretary-Treasurer, Public, Professional & Office-Clerical Employees and Drivers, Teamsters, Local 763

ATTACHMENTS

1. Proposed Ordinance 2013-0144
Att. A (Collective Bargaining Agreement)
2. Executive Policy PER 18-4 (AEP) (Telecommuting)
3. Checklist and Summary of Changes
4. Contract Summary
5. Transmittal letter
6. Fiscal Note

⁶ The disparity between the \$153,602 listed as the fiscal impact for 2012 and the \$175,000 being requested in Proposed Ordinance 2013-0145 is due to vacancies having been filled within the bargaining unit after the Fiscal Note was prepared.

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 20, 2013

Ordinance

Proposed No. 2013-0144.1

Sponsors

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 1, 2012, through and including December 31, 2015.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement by and between King County, Washington and Local Union No. 763

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

3 **3.2 Union Membership** - It shall be a condition of employment that all employees covered by
4 this Agreement who are members of the Union in good standing on the effective date of this Agreement
5 shall remain members in good standing and those who are not members in good standing on the
6 effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this
7 Agreement, become and remain members in good standing in the Union. It shall also be a condition of
8 employment that all employees covered by this Agreement and hired on or assigned into the bargaining
9 unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such
10 employment, become and remain members in good standing in the Union, or pay fees to the Union as
11 provided by law.

12 **3.2.1** Nothing contained in this Article shall require an employee to join the Union who
13 can qualify for an exemption based on the employee's bona fide religious belief, or the bona fide
14 religious tenets or teachings of a church or religious body of which the employee is a member (in which
15 case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a non-
16 religious charity mutually agreed upon by the employee affected and the Union), or as otherwise
17 provided by law. The employee shall every thirty (30) days furnish proof that such payment has been
18 made.

19 **3.2.2** Failure to abide by the provisions of Section 3.2 or 3.2.1, or meet statutory
20 obligations, shall be cause for dismissal; provided that the Employer has no duty to act until the Union
21 submits a written request for discharge to the King County Director of the Office of Labor Relations
22 with a copy to the Department of Assessments. Within fifteen (15) days after receipt of such request, the
23 Employer will notify the employee of its intent to dismiss him/her for failure to fulfill Union obligations
24 as set forth in Sections 3.2 and 3.2.1 above.

25 **3.3 Dues Deduction** - Upon receipt of a written authorization individually signed by a
26 bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount
27 of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Secretary-
28 Treasurer of the Union.

1 **3.3.1** The Union shall indemnify, defend and hold the Employer harmless against any
2 claims made and against any suit instituted against the Employer on account of any checkoff of dues for
3 the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the
4 check-off provision upon presentation of proper evidence thereof.

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

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

12 **3.6 Visitation Rights** - Authorized representatives of the Union may, after notifying the
13 Employer, visit the work location of employees covered by this Agreement at any reasonable time.

14 **3.7 Shop Stewards** - The Employer agrees to recognize employees designated by the Union as
15 Shop Stewards. When contract administration business is conducted during working hours, the Steward
16 is responsible for clearing time away from work with his/her manager or supervisor.

17 **3.8 Bulletin Boards and Union Communications** - The Union shall be allowed use of bulletin
18 board space to post Union notices. Only recognized Union officers, Stewards, and Union staff will be
19 entitled to post Union materials, and only materials originating from the Union office and bearing the
20 Union logo, or signed by a staff member or officer of the Union, may be posted on the Union bulletin
21 board space. No materials of a political nature will be posted. Union staff members shall be allowed to
22 post electronic mail notices on the Employer's system if the notices meet the same requirement,
23 provided they comply with King County policies governing electronic mail and internet use. The parties
24 understand and agree that there is no guarantee of privacy of electronic mail messages. In no
25 circumstances shall use of the Employer's equipment interfere with normal operations or service to the
26 public.

27 Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers,
28 and similar equipment for purposes of contract administration. In addition, Stewards and Union staff

1 may use the Employer's electronic mail system for communications related to contract administration,
2 provided they comply with King County policies governing electronic mail and internet use. In no
3 circumstances shall use of the Employer's equipment interfere with operations and/or service to the
4 public.

5 **3.9 Voluntary Payroll Deduction for Political Contributions** - Democratic, Republican,
6 Independent Voter Education (D.R.I.V.E.). The employer agrees to deduct from the paycheck
7 of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.

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

16 **ARTICLE 4: RIGHTS OF MANAGEMENT**

17 **4.1** The management of the County and the direction of the work force is vested exclusively
18 in the Employer subject to terms of this Agreement. All matters not covered or treated by the
19 language of this Agreement may be administered for its duration by the Employer in accordance with
20 such policy or procedures as the Employer from time to time may determine.

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

22 **5.1** The classifications of employees covered by this Agreement and the corresponding rates of
23 pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

24 **5.2** Newly-hired employees shall be placed at Step 1 of their respective Pay Range, or at a
25 higher step at the Employer's discretion, and advanced to the next step after the successful
26 completion of a probation period. Advancement to the next step may be denied upon serving written
27 notice to the employee specifying the reason thereof. An employee who is promoted from a position
28 covered by this Agreement will be placed either in the first step of the new salary range or at the step

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

5 **5.3** Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase
6 on January 1st of each year, provided their performance is satisfactory. An employee must complete
7 his/her probationary period prior to October 1st to be eligible for a Step increase the following January
8 1st.

9 **5.3.1** Employees at Step 10 are not eligible for Step increases; provided however,
10 employees receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those
11 awards, provided that their performance is rated outstanding each succeeding year. Once an above Step
12 10 award is lost, it shall not be reinstated.

13 **5.3.2 Probation** - Employees hired into regular positions will serve at least a six (6)
14 month probation period. The probation period may be extended by the Employer at his/her discretion,
15 not to exceed one (1) year.

16 **5.4** Professional education shall be compensated at the rates set forth in Section 5.4.2 for
17 successful completion of each International Association of Assessing Officers (IAAO) course beginning
18 with Course 102. The following courses qualify under this program (however, all courses must be
19 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.

1 **5.4.4** The maximum sum of compensation provided pursuant to Sections 5.4, 5.4.1, 5.4.2
2 and 5.4.3 shall be as follows: two hundred dollars (\$200.00) per month per employee in 2012; one
3 hundred and eighty dollars (\$180.00) per month in 2013; one hundred and sixty dollars (\$160.00) per
4 month in 2014; and, one hundred dollars (\$100.00) per month in 2015. The additional compensation
5 shall not be restricted by the maximum salary step of the pay plan set forth within Appendix "A."

6 **5.4.5 Tuition Reimbursement** - The employer will provide tuition reimbursement, up
7 to one hundred and twenty-five dollars (\$125.00) in 2012. In 2013, the employer will provide tuition
8 reimbursement up to one hundred and sixty-five dollars (\$165.00). In 2014, the employer will
9 provide tuition reimbursement up to two hundred and ten dollars (\$210.00). In 2015, the employer
10 will provide tuition reimbursement up to two hundred and fifty dollars (\$250.00). To receive tuition
11 reimbursement, employees must meet the following conditions:

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

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

21 **ARTICLE 6: HOURS OF WORK**

22 **6.1** Except as modified below, the workweek shall consist of five (5) consecutive standard
23 workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall
24 normally be scheduled Monday through Friday. The working hours of each day shall normally be
25 between 6:00 A.M. and 6:00 P.M., for which the regular hourly rate on the appropriate salary schedule
26 shall be paid as set forth in Appendix "A" of this Agreement.

27 **6.1.1** The workweek for employees working a four (4) day workweek schedule shall
28 consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch

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

2 **6.2** Workweek schedules shall not be altered for the purpose of avoiding the payment of
3 overtime. No employee shall be required to work on the employee's scheduled day off in lieu of the
4 employee's scheduled workday. Nothing herein shall be construed as meaning that any employee shall
5 receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with
6 Section 7.1 or 7.1.1.

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

11 **6.3.1** Employees may have starting and ending times, and work days, which are different
12 than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the
13 Employer.

14 **6.4** Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift
15 worked.

16 **6.5** The Employer shall have the right to discontinue the four (4) day workweek schedule for
17 any reason provided at least four (4) weeks prior notification is given, after which the terms and
18 conditions of five (5) day week schedule portions of this Agreement shall become operative. Nothing in
19 this Section shall be interpreted in such a way so as to prevent individual employees from returning to a
20 five (5) day workweek schedule with one (1) week prior notification by the Employer.

21 **6.6** When an employee who normally works Monday through Thursday is absent from work due
22 to adverse weather conditions or the observance of religious holidays, the employee shall be permitted to
23 make up the work on the employee's scheduled Friday off in lieu of using paid leave time, provided that
24 all of the following conditions are satisfied: 1) the time is made up within the next two (2) full weeks; 2)
25 supervision will be available without special scheduling; however, field staff may be given material for
26 Friday's assignment on Thursday; and 3) the hours being made up do not result in overtime pay for the
27 employee.

28 **6.6.1** Section 6.6 does not apply to any situation where the Assessor or designee

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

4 **6.7 Telecommuting** - The employer shall allow employees to participate in the employer's
5 telecommuting program, identified in the King County Telecommuting Policy (Executive Policy PER
6 18-4 (AEP) provided the employee has completed their initial probationary period. Employees who
7 have been promoted or reclassified may still telecommute, provided they have met all other
8 telecommuting criteria.

9 **6.7.1** The telecommuting policy shall be administered equally to all employees
10 covered by this agreement.

11 **6.7.2** Should the employer propose any changes to the current telecommuting policies
12 and/or procedures, the employer shall meet and confer with the union. Upon mutual agreement the
13 employer may implement the changes fourteen (14) days after notification to the employees.

14 **ARTICLE 7: OVERTIME**

15 **7.1** Except as otherwise provided in this Article, employees on a five (5) day schedule shall be
16 paid at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for all
17 hours worked in excess of eight (8) hours in one day, exclusive of lunch period, or forty (40) hours in
18 one week.

19 **7.1.1** Employees on a four (4) day schedule shall be paid at the rate of one and one-half
20 (1-1/2) times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10)
21 hours in one day, exclusive of lunch period, or forty (40) hours in one week.

22 **7.2** A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where
23 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rate.

24 **7.2.1** A callout is defined as any situation where the employee has left work and is
25 subsequently contacted and required to return to work prior to the employee's next scheduled work shift.

26 **7.2.2** Scheduled overtime is not a callout and shall be paid at the straight time rate until
27 the employee qualifies for time and one-half pay pursuant to Sections 7.1 or 7.1.1.

28 **7.3** All overtime shall be authorized in advance by the Department Director or designee in

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

3 7.4 Emergency work at other than the normally scheduled working hours, or special scheduled
4 working hours not enumerated above, shall be credited as such. This unscheduled and emergency
5 overtime shall be compensated as overtime and in the event this overtime work is accomplished prior to
6 the normal working hours and the employee subsequently works the employee's regular shift, the
7 employee's regular shift shall be compensated at regular time.

8 7.5 If any provision of this Article conflicts with minimum standards established by
9 RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.

10 7.6 **Compensatory Time** - With mutual agreement of the Employer and employee,
11 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time
12 may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be
13 approved unless the employee's absence during the period requested will unduly disrupt the operations
14 of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in
15 which it is earned unless such utilization is not feasible due to the work demands of the position, in
16 which case the employee may request and the department director or designee may approve the
17 carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory
18 hours must be used within the first quarter of the new year.

1 **ARTICLE 8: HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 9: VACATIONS**

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

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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

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23 **9.2** Regular full-time and term-limited temporary employees may accrue up to four hundred
24 twenty (420) hours of vacation leave except as provided in Article 9.8 below.

25 **9.3** No person shall be permitted to work for compensation for the County in any capacity
26 during the time when vacation benefits are being drawn.

27 **9.4** Vacation may be used in fifteen (15) minute increments at the discretion of the employer.

28 **9.5** Temporary employees shall not be granted vacation benefits.

1 **9.6** Eligible employee shall accrue vacation leave for each hour in regular pay status,
2 exclusive of overtime. An employee shall not be granted vacation benefits if not previously accrued
3 by the employee.

4 **9.7** Any employee separating from County service who has not taken the employee's earned
5 vacation, if any, shall receive the hourly equivalent of the employee's salary for each hour of earned
6 vacation based upon the rate of pay in effect for such employee on the last day he/she actually
7 worked; provided however, employees who are hired on or after January 1, 1986, who are eligible for
8 participation in the Public Employee's Retirement System Plan I, shall not be compensated for more
9 than four hundred twenty (420) hours of earned vacation at the time of retirement. For employees
10 hired on or after January 1, 1986, vacation hours earned in excess of four hundred twenty (420) hours
11 must be used prior to the employee's date of retirement or such excess hours shall be lost. When
12 separation is caused by death of an employee, payment shall be made to the estate of such employee,
13 or in applicable cases, as provided by State law.

14 **9.8** With the approval of the Department Director, Employees may continue to accrue
15 additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or
16 work assignments, accrued vacation would otherwise be lost. Employees who leave King County
17 employment for any reason shall be paid for their unused vacation up to the maximum specified
18 herein. Employees shall forfeit the excess accrual on December 31st unless the employee has
19 received approval according to King County policies and procedures to carry over excess vacation
20 into the following year.

21 **9.9 Vacation Scheduling** - Vacation requests shall be in writing. A vacation of one (1) day
22 or less shall be requested at least three (3) working days in advance. A vacation of more than one (1)
23 day shall be requested two (2) weeks in advance. If the need arises, an individual may contact the
24 employer and request emergency vacation. Approval of emergency vacation shall be at the discretion
25 of the employer.

26 **9.9.1** If a Division Director wishes to generally prohibit or limit vacations during a
27 particular period of time, employees shall be notified in writing one (1) month prior to
28 commencement of the period of restriction. Such notice shall specify the extent of the

1 prohibition/limitation and its duration.

2 **9.9.2** All vacation requests shall receive a definite written yes or no response within
3 one (1) week of submission of same. Should a vacation request be denied the employer shall provide
4 the employee a written response as to the reason. Once approved, vacation shall not be rescinded.
5 There shall be no limitations as to the timing of the vacation request submissions.

6 **ARTICLE 10: LEAVES**

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

12 **10.1.1** During the first six (6) months of service, a leave-eligible employee may, at the
13 employer's discretion, be permitted to use any accrued vacation as an essential extension of used sick
14 leave. If an employee does not work a full six (6) months, any vacation credit used for sick leave
15 must be reimbursed to the Employer upon termination.

16 **10.1.2** Sick leave benefits shall accrue starting with the first of the month following
17 the month the employee commenced employment. An employee shall not be entitled to sick leave if
18 not previously earned.

19 **10.1.3** Sick leave may be used in fifteen (15) minute increments at the discretion of
20 the employer.

21 **10.1.4** There shall be no limit to the hours of sick leave benefits accrued by an
22 employee.

23 **10.1.5** Accrued sick leave shall be paid for the following reasons:

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

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

28 c. Employee disability due to pregnancy or childbirth;

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

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

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

4 10.1.6 Separation from King County employment, except by retirement or reason of
5 temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the
6 employee. Should the employee resign in good standing and return to the Employer within two (2)
7 years, accrued sick leave shall be restored.

8 10.1.7 Accrued Sick leave may be used for absence due to temporary disability caused
9 or contributed by pregnancy.

10 10.1.8 Sick leave because of an employee's physical incapacity shall not be approved
11 when the injury is directly traceable to simultaneous employment other than with King County.

12 10.1.9 The Employer shall reimburse those employees who have at least five (5) years
13 service and retire as a result of length of service or who terminate by death thirty-five percent (35%)
14 of their unused accumulated sick leave. All payments shall be made in cash, based upon the
15 employee's rate of pay on the last day of County employment, less mandatory withholdings, and
16 there shall be no deferred sick leave reimbursement.

17 10.1.10 Employees injured on the job shall not simultaneously collect sick leave and
18 Worker's Compensation payments greater than the net regular pay of the employee. In the event an
19 employee shall be entitled to benefits or payments under the Worker's Compensation Act, the employee
20 may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the
21 Employer shall pay only up to the maximum of the difference between the benefits and payment
22 received under such insurance or act by such employee and the employee's regular rate of compensation
23 that the employee would have received from the Employer if able to work. The foregoing payment by
24 the Employer shall be limited to the period of time that such employee has accumulated paid leave
25 credits as specified herein.

26 10.1.11 Employees who have been employed the entire previous calendar year and who
27 use thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick
28 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

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

4 **10.2.4** In the application of any of the foregoing provisions, when a holiday or regular
5 day off falls within the prescribed period of absence, it shall not be deducted from the employee's
6 accrued sick leave balance.

7 **10.2.5** For purposes of family care under the King County Family and Medical Leave
8 Ordinance, the immediate family shall include the employee's spouse or domestic partner, the
9 employee's child, a child of the employee's spouse or domestic partner; the parent of the employee,
10 employee's spouse or domestic partner, or an individual who stands or stood *in loco parentis* to the
11 employee, the employee's spouse or domestic partner.

12 **10.2.6** To the extent that Washington State law provides more extensive benefits for use
13 of paid leave for family care, the Union and Employer recognize that state law shall prevail.

14 **10.3 Union Officer Leave** - An employee elected or appointed to office in the Union which
15 requires a part or all of the employee's time shall be given leave of absence up to one (1) year without
16 pay upon application.

17 **10.4 Jury Leave** - All regular employees who are called to or serve on a jury shall be entitled
18 to their regular pay; provided however, fees for such jury duty are to be deposited, exclusive of mileage,
19 with the King County Department of Assessments Division Director. Employees must contact their
20 Supervisor when released from jury duty for the day or at the end of the trial during work hours and
21 may be required to report to work (K.C.C.3.12.240).

22 **10.5 Military Leave** - A leave of absence for active military duty or active military training
23 duty shall be granted to eligible employees in accordance with applicable provisions of state and/or
24 Federal Law; provided, that a request for such leave shall be submitted to the Assessor in writing by the
25 employee and accompanied by a validated copy of military orders ordering such active duty or active
26 training duty.

27 **10.6 Leave Donations** - Sick Leave and vacation leave donations shall be consistent with
28 Article 14.6 of the King County Personnel Guidelines.

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

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

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

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

13 **11.1.3** The Employer shall notify the Union and the affected employees at least two (2)
14 weeks in advance, in writing, of any anticipated reduction in force. Such notice shall include the name,
15 classification and hire-in date of all such employees scheduled to be laid off. Employees laid off
16 because of an adverse decision on their ability and skill (referenced in Section 11.1.1) or their
17 qualifications may grieve within three (3) working days of notice to the employee of such adverse
18 decision to a joint committee comprised of two (2) representatives of the Union and two (2)
19 representatives of the Employer. Such grievance shall be adjudicated within three (3) working days. A
20 majority decision of the joint committee shall be required to reverse management's initial decision of
21 which employee to layoff.

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

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

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

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

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

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

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

10 **11.3 Job Vacancy** - When a regular job vacancy occurs, the Employer shall have as a goal that
11 such vacancy should be filled by a present employee, by lateral transfer or promotion. If the Employer
12 believes, for any reason, that broader recruitment is the preferred method for filling such regular job
13 vacancy, then an outside recruitment may be used. Outside recruitment will not be used if there are
14 persons eligible and available for recall as provided in Section 11.2 above. Notices of regular job
15 vacancies shall be posted in a timely manner (at least two (2) weeks prior to closing) by e-mail notice to
16 bargaining unit members. Employees who desire consideration for such openings shall notify the
17 Employer, in writing, during the period the notice is posted. The employer shall follow the King
18 County Personnel Guidelines, Section 9 - EMPLOYMENT LISTS AND APPLICANT POOLS, if a
19 list is to be created.

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

26 **11.5** Employees who are eligible for recall may accept temporary or term-limited temporary
27 appointments without jeopardy to their recall rights.

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

2 **PENSION**

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

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

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

14 **12.4** The County agrees to re-open negotiations during the term of this Agreement upon
15 request by the Union, solely for the purpose of negotiating procedures and policies for employees
16 covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust
17 (WCTPT). The County and the Union understand and agree that the Union will conduct a
18 membership vote to determine whether the bargaining unit will participate in WCTPT, and that if a
19 majority of members vote in favor of participation, all members must participate. The Parties further
20 agree that participation in WCTPT shall not result in an increase of pay for any employee covered by
21 this Agreement.

22 **ARTICLE 13: TRANSPORTATION**

23 **13.1 Parking and Tolls** - Employees who have been assigned by the Employer to use their
24 personal automobile in the performance of their duties shall be provided free parking during assigned
25 working hours at the Employer's facilities. However, parking shall not be provided to any employee
26 who has been notified no later than the prior work day that such employee shall not be required to use
27 the employee's automobile in the performance of duties on a particular work day.

28 **13.1.1** The parking provided shall be on a space available and weather and surface

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

3 **13.1.2** The Employer shall also pay all reasonable and Employer approved fees up to a
4 maximum of the amount documented by King County Facility Management Division (FMD) per day for
5 parking expenses, verified by presentation of a receipt, incurred by employees using their personal
6 automobiles in the performance of their duties in areas distant from Department of Assessments
7 facilities.

8 **13.1.3** If the Employer is unable to provide free parking at its facilities, employees shall
9 be paid the average daily rate prevalent in the commercial parking lots bounded by the Seattle streets
10 Fourth Avenue on the west, Fifth Avenue on the east, Yesler Way on the north, and Main Street on the
11 south and bisected by Washington Street.

12 **13.1.4** The Employer and the Union agree to implement ORCA Card controls for
13 employee parking as promulgated by King County FMD.

14 **13.1.5** The Employer shall pay all Employer approved fees for tolling expenses
15 incurred by employees in the performance of their work duties. The employer will not pay tolling
16 expenses related to the employee's commute to and from home. Employees driving while conducting
17 department business shall avoid using toll bridges and toll lanes if possible.

18 **13.2 Automobile Use Reimbursement** - Employees who are required to use their personal
19 vehicles in the performance of their duties shall be paid at the current IRS mileage rate, except as
20 provided in 13.2.1.

21 **13.2.1** Employees in the classification of Residential Appraiser I who are required to use
22 their personal vehicle will receive either a fixed cost amount of fifty dollars (\$50) per month and one
23 half (1/2) of the IRS rate, or the IRS rate, whichever is greater.

24 **13.2.2** Assignment of pool vehicles and use of personal vehicles on County business
25 shall be at the sole discretion of management. Employees may be required to use their personal vehicle
26 in carrying out their assigned duties as a condition of employment and in accordance with the terms of
27 this Article.

28 **13.2.3** Employees who are required to drive on County business shall, on request by the

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

3 **13.3 Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the
4 performance of the employee's duties, the individual may report back to the office that day and perform
5 office assignments as assigned or take vacation for the remainder of the day.

6 **13.3.1** The Employer shall reimburse to the employee expenses associated with towing
7 when such towing is the result of road conditions. The Employer shall not reimburse towing expenses
8 when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of
9 same.

10 **13.3.2** Employees claiming towing expenses shall submit a receipt for the towing
11 expense which clearly displays the date of subject tow, and a brief written description of the
12 circumstances which led to the need for towing.

13 **13.4 Employee Transportation Program** - Eligible employees, as determined by their
14 respective employment status, shall receive transportation benefits in accord with the County-wide 1998
15 King County Employee Transportation Program.

16 **13.5 Driving and Productivity** - Workload expectations shall take into consideration whether
17 an employee uses a personal vehicle or a pool vehicle.

18 **ARTICLE 14: MISCELLANEOUS**

19 **14.1 Discipline** - The Employer shall not discipline, suspend, or discharge any non-
20 probationary, regular employee without just cause. The parties agree that the primary objective of any
21 disciplinary action is to improve the performance, or to correct the employee's behavior, not to
22 punish or penalize the employee. The Employer shall recognize the principle of progressive discipline
23 in the administration of employee discipline. Further, the Employer shall forward a copy of any and all
24 warning notices relating to an employee's work performance to the Union at the time of issuance to the
25 employee.

26 **14.1.1** In the event the Employer requires an employee to attend a meeting, for purposes
27 of discussing an incident which may lead to discipline, such as, but not limited to, suspension,
28 demotion or termination of that employee, the employee shall be advised of the employee's right to be

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

4 **14.1.2** If the Employer determines to bring disciplinary action against an employee for
5 any reason, the employee shall be apprised of the rights of appeal and representation as provided for in
6 ARTICLE 15, Grievance Procedure of this Agreement.

7 **14.1.3 Employee Files** - The employer shall provide a copy, within one (1) work
8 week, to the employee of any non-disciplinary document added to or deleted from the employee's
9 personnel file.

10 **14.2 Bargaining Unit Work** - The Employer shall not permit any work normally performed by
11 current employees who are members of the bargaining unit to be contracted out if the contracting of such
12 work eliminates or reduces the normal work load of the bargaining unit; provided however, in the event
13 that there is created an emergency situation as a result of a legislative act, whereby the Employer is
14 required to provide an annual appraisal of the residences within the County, the Employer shall then be
15 permitted to contract out that additionally created work for a period of limited duration.

16 **14.3 Higher Classification** - The Employer shall not, except as modified below, assign
17 employees in the bargaining unit to duties normally assigned to individuals of a higher classification for
18 purposes of accomplishing departmental requirements. The Employer shall attempt to identify
19 departmental manpower needs and if duties of a higher classification are required, appropriate
20 promotional procedures shall be followed.

21 **14.3.1** In situations where an employee is assigned work in a higher classification for a
22 specified length of time, not exceeding three (3) months, normal promotional procedures shall not be
23 required.

24 **14.3.2** Employees performing work in a higher classification in excess of ten (10)
25 working days, when properly assigned, shall receive the recruiting level salary for that classification or
26 five percent (5%) above their present salary, whichever is greater, for all time so assigned.

27 **14.4 Field Work** - Employees within the Auditor Appraiser Assistant classification may be
28 assigned to field work as required.

1 **14.5 County and State Boards and Accreditation** - Appraiser I's, Appraiser II's and Senior
2 Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals
3 and appear on behalf of the County in a court of law as part of the duties of their respective job
4 classifications.

5 **14.5.1** Employees hired as residential or commercial appraisers must obtain and
6 maintain Washington State Accreditation for Assessors as a condition of employment. Recently
7 appointed employees must take the necessary classes and examinations at the first opportunity after they
8 are appointed. Employees who do not pass any required examination on the first attempt must re-take
9 the examination at the next opportunity. Employees who do not pass the examination on the second
10 attempt will be dismissed from their Appraiser positions. Any appraiser who fails to obtain and maintain
11 Washington State Accreditation may be terminated for just cause.

12 **14.6 Labor-Management Conference Committee** - The Employer shall establish a joint
13 Labor-Management Conference Committee which shall be comprised of participants from both the
14 Employer and the Union. Each party shall have the sole right to select its participants. The function of
15 the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as
16 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
17 between the employees, the Employer and the Union. Either the Employer or the Union may request a
18 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party
19 requesting the meeting shall do so in writing listing the issues they wish to discuss.

20 **14.7 Safety Standards** - The Employer agrees to comply with all applicable Federal, State, and
21 local laws and regulations regarding health and safety. Employees shall not be subject to discipline for
22 reporting safety violations to management.

23 **ARTICLE 15: GRIEVANCE PROCEDURE**

24 **15.1** The Employer recognizes the importance and desirability of settling grievances promptly
25 and fairly in the interest of continued good employee relations and morale. To accomplish this, every
26 effort shall be made to settle grievances at the lowest possible level of supervision. Employees shall be
27 unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking
28 adjudication of their grievances.

1 **15.2** A grievance shall be defined as an issue raised by an employee relating to the
2 interpretation, application or violation of the employee's rights, benefits or conditions of employment as
3 contained in this Agreement. The Union shall not be required to press employee grievances if, in the
4 Union's opinion, such lack merit.

5 **15.3** Grievances shall be processed in accordance with the following procedure.

6 **15.3.1 STEP 1** - A grievance shall be verbally presented by the aggrieved employee, and
7 the Union representative if the employee wishes, within ten (10) working days of the occurrence of such
8 grievance to the Division Director. The Division Director shall gain all relevant facts and shall attempt
9 to adjust the matter and notify the employee within five (5) working days. If a grievance is not pursued
10 to the next level within ten (10) working days, it shall be presumed resolved.

11 **15.3.2 STEP 2** - If, after thorough discussion with the Division Director, the grievance
12 has not been satisfactorily resolved, the employee and the Union representative shall reduce the
13 grievance to writing, outlining the facts as they are understood. The written grievance shall then be
14 presented to the Administration Services Division Director or Chief Deputy Assessor for investigation,
15 discussion and written reply. The Administration Services Division Director or Chief Deputy
16 Assessor shall issue a written decision to the aggrieved employee and the Union within ten (10) working
17 days. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be
18 presumed resolved.

19 **15.3.3 STEP 3** - If, after thorough evaluation, the decision of the Administration
20 Services Division Director or Chief Deputy Assessor has not resolved the grievance to the satisfaction
21 of the employee, the grievance may be presented to a Joint Committee representing the Employer and
22 the Union. Said Committee shall consist of equal representation for the Union and for the Employer
23 with a maximum of two (2) for each side. This Committee shall attempt to resolve the grievance within
24 ten (10) working days.

25 **15.3.4 STEP 4** - Should this Committee be unable to agree, either party may request
26 arbitration within thirty (30) days of conclusion of STEP 3, and must specify the exact question which it
27 wishes arbitrated. The Committee shall then select a third disinterested party to serve as an arbitrator. In
28 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from

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

6 **15.4** The arbitrator shall have no power to change, alter, detract from or add to the provisions of
7 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in
8 reaching a decision.

9 **15.5** The arbiter's fee and expenses and any court reporter's fee and expenses shall be borne
10 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.
11 Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal
12 representation.

13 **15.6** No matter may be arbitrated which the Employer by law has no authority over, has no
14 authority to change, or has been delegated to any Civil Service Commission or Personnel Board as
15 defined in RCW 41.56.

16 **15.7** There shall be no strikes, cessation of work or lockout during such conferences or
17 arbitration.

18 **15.8** At any step, the parties may by mutual agreement engage a mutually acceptable, neutral
19 third party to serve as a mediator. If mediation is not successful, either party may submit the dispute to
20 arbitration within thirty (30) days after the mediator or one of the parties declares impasse.

21 **15.9** A grievance shall be initiated at the step at which the Employer representative has the
22 authority to resolve the grievance.

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

24 **16.1** The Employer and the Union agree that the public interest requires efficient and
25 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
26 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any
27 work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties,
28 sick leave absence which is not bona fide, or other interference with County functions by employees

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

7 **16.2** Upon notification in writing by the Employer to the Union that any of its members are
8 engaged in a work stoppage, the Union shall immediately, in writing, order such members to
9 immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.
10 In addition, if requested by the Employer, a responsible official of the Union shall publicly order such
11 Union's members to cease engaging in such a work stoppage.

12 **16.3** Any employee who commits any act prohibited in this Article shall be subject, in
13 accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may
14 be applicable to such employee.

15 **16.4** Notwithstanding other provisions of this Article, no employee covered by this Agreement
16 will be subject to discipline solely for a refusal to cross or work behind a picket line of a strike
17 sanctioned by the appropriate Central Labor Council or by Teamsters Joint Council 28.

18 **ARTICLE 17: WAIVER CLAUSE**

19 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
20 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
21 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
22 Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each agree to
23 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically
24 referred to or covered in this Agreement.

25 **17.2** All letters, agreements and understandings in effect prior to the effective date of this
26 Agreement are deemed null and void as of the effective date of this Agreement.

1 **ARTICLE 18: SAVINGS CLAUSE**

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

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

1 000U0310_COLA-2011).

2 Effective January 1, 2012, employees shall be eligible to receive 90% of the annual average
3 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area (S-T-B) Consumer Price Index for
4 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current
5 year). Zero floor and no ceiling. The COLA for 2012 is known to be 1.63%.
6 $((S-T-B \text{ CPI-W, August 2010 through June 2011 divided by August 2009 through June 2010}) \text{ minus}$
7 $(\text{one})1 \text{ times ninety percent (90\%)} \text{ equals the wage adjustment for 2012.}$

8 Effective January 1, 2013, employees shall be eligible to receive 95% of the annual average
9 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
10 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).
11 Zero floor and no ceiling. The COLA for 2013 is known to be 3.09%.
12 $((S-T-B \text{ CPI-W, August 2011 through June 2012 divided by August 2010 through June 2011}) \text{ minus}$
13 $(\text{one})1 \text{ times ninety-five percent (95\%)} \text{ equals the wage adjustment for 2013.}$

14 Effective January 1, 2014, Employees shall be eligible to receive 95% of the annual average
15 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
16 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).
17 Zero floor and no ceiling. $((S-T-B \text{ CPI-W, August 2012 through June 2013 divided by August 2011}$
18 $\text{through June 2012}) \text{ minus } (\text{one})1 \text{ times ninety-five percent (95\%)} \text{ equals the wage adjustment for}$
19 2014.

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

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

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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: Dawson
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

1 MEMORANDUM OF AGREEMENT

2
3 **Bi-weekly Payroll** - If during the life of this Agreement the County adopts a biweekly payroll
4 plan, the parties agree to adopt the plan. The right to define and implement a new payroll system,
5 including but not limited to a biweekly payroll system, is vested exclusively in King County.
6 Implementation of such system may include a conversion of wages and leave benefits into hourly
7 amounts and the parties recognize King County's exclusive right to make the changes necessary to
8 implement such payroll system. The County agrees to provide ninety (90) days notice to the Union
9 and the affected employees prior to any change of payroll schedule. The County acknowledges its
10 obligation to bargain the effects of such change.

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13 APPROVED this 13 day of MARCH, 2013.

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15
16 By: Dow Courtt
17
18 King County Executive

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

24 Scott A. Sullivan
25 Scott A. Sullivan
26 Secretary-Treasurer
27
28

1 MEMORANDUM OF AGREEMENT

2 by and between

3 KING COUNTY

4 And

5 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

6 LOCAL UNION NO. 763

7 REPRESENTING EMPLOYEES IN THE DEPARTMENT OF ASSESSMENTS

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10 Subject: FOUR DAY WORK WEEK

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

17 Whereas, the parties agree to execute the current CBA for four (4) years, beginning January 1,
18 2012, and expiring December 31, 2015, with the following guidelines/points:

19 • The County agrees that employees who currently are assigned a 4-day/8.75 hour per
20 day regular work schedule shall retain a 4-day/8.75 hour per day regular work schedule for the
21 duration of the CBA and MOA. For those employees, regular work schedules will be either a
22 Monday through Thursday or a Tuesday through Friday thirty-five (35) hour week. The County will
23 make a good faith effort to meet its coverage needs by first assigning schedules based on employee
24 preference. Schedules will be assigned in reverse seniority should the volunteer levels be
25 insufficient.

26 • The aforementioned scheduling change shall not alter, amend or modify the
27 existing language in ARTICLE 6, HOURS OF WORK in the CBA.

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

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

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5 APPROVED this 13 day of MARCH, 2013.

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9 By: Dow Condit

10 King County Executive

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

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16 Scott A. Sullivan
17 Scott A Sullivan
18 Secretary-Treasurer
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1 All other Articles, Sections and Subsections remain in full force and effect for the duration of
2 the Agreement.

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5 APPROVED this 13 day of MARCH, 2013.


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9 By: Dow Courtt
10 King County Executive

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

16 Scott A. Sullivan
17 Scott A. Sullivan
18 Secretary-Treasurer
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<p>Title</p> <p>Telecommuting Policy</p>	<p>Document Code No.</p> <p>PER 18-4 (AEP)</p>
<p>Department/Issuing Agency</p> <p>Department of Human Resources and Department of Transportation/Transit Division/Service Development Section/Employee Transportation Program</p>	<p>Effective Date.</p> <p>OCT 15, 2001</p>
<p>Approved</p> 	

- 1.0 SUBJECT TITLE: Telecommuting
 - 1.1 EFFECTIVE DATE: Ten Days after signature for non-represented employees and as negotiated for represented employees.
 - 1.2 TYPE OF ACTION: New
 - 1.3 KEY WORDS: (1) Telecommuting

- 2.0 PURPOSE: To establish a policy and procedures to encourage, where appropriate, the use of telecommuting (also known as Telework) in order to attract and retain a diverse and talented work force, reduce costs, encourage affordable traffic mitigation, improve productivity among employees, better address work and family demands, and further goals of local, state, and national policies and regulations such as the Clean Air Act and the Commute Trip Reduction law. King County supports telecommuting as an alternative work arrangement and allows supervisors to implement telecommuting arrangements, where appropriate, for eligible employees.

- 3.0 ORGANIZATIONS AFFECTED: Applicable to all Executive Branch departments, offices, divisions and agencies.

- 4.0 REFERENCES: None.

- 5.0 DEFINITIONS:
 - 5.1 “Telecommuting” means working one or more days each work week from home instead of commuting to their centrally located worksite.
 - 5.2 “Voluntary” means employees choose to request a telecommuting arrangement.
 - 5.3 “Centrally Located Worksites ” means the King County worksite where the employee would be required to work if they did not telecommute.

- 6.0 POLICIES:
 - 6.1 **Program Agreement and Goals**

- 6.1.1 The telecommuting policy shall supersede all prior and/or existing telecommuting or telework policies.
- 6.1.2 The telecommuting policy shall apply to all non-represented employees in the Executive Branch. The application of this policy to Executive Branch represented employees shall be the subject of collective bargaining between the King County and the exclusive bargaining agents for those employees.
- 6.1.3 Executive Branch agencies are allowed to implement telecommuting arrangements, where appropriate, for eligible employees in recognition of the positive personal and management impacts of such arrangements, including reduced commuter stress and traffic congestion, and increased workplace flexibility. Telecommuting can both serve the needs of King County government and its clients, and grant a greater degree of personal freedom to employees.
- 6.1.4 Telecommuting is not appropriate for all employees. No employee is entitled to, or guaranteed the opportunity to, telecommute. Offering the opportunity to work at home is a management option, based on the discretion of the employee's immediate supervisor and division manager. An employee's participation is strictly voluntary. All telecommuting agreements must meet the criteria in this policy and may be terminated at any time by either the employee or the immediate supervisor (although it is recommended that two weeks notice be given if possible).
- 6.1.5 The policy applies to voluntary telecommuting. The policy does not apply in situations related to telecommuting offered as a result of providing reasonable accommodation for qualified individuals with a disability.
- 6.1.6 All departments will incur the cost for any expenses they approve for telecommuting agreements.
- 6.1.7 Expenses for telecommuting agreements require the approval of the department director. The department director may allow division, section or unit managers the authority to approve minimal telecommuting expenses and should set spending limits accordingly.
- 6.1.8 Implementation and termination of telecommuting agreements within individual agencies will be at the discretion of the employee's immediate supervisor and division manager.
- 6.1.9 If a telecommuting agreement is terminated or refused, requests for reconsideration may be submitted to the department director.
- 6.1.10 An employee wishing to request a telecommuting arrangement shall submit a written request to their immediate supervisor. A telecommuting arrangement must be mutually agreed upon by the employee, the employee's immediate supervisor and division manager. Any changes to the written arrangement must

also be documented in writing and approved by the employee's immediate supervisor and division manager.

- 6.1.11 Immediate supervisors should consult with their information and technology representatives and ITS in advance if an employee requires remote access or technology support in order to telecommute.
- 6.1.12 Immediate supervisors and division managers must set-up telecommuting agreements so that they expire on a routine basis, such as every three or six months (up to a maximum of 12 months). At the expiration of a telecommuting agreement, the employee would have the option to request renewal of the arrangement by filling out another telecommuting application. This process allows immediate supervisors and employees to evaluate and adjust telecommuting arrangements to meet their workload needs.
- 6.1.13 After an employee begins a telecommuting arrangement, supervisors should conduct periodic reviews with the employee to evaluate the success of the arrangement. It is recommended that a first time telecommuter would be reviewed during the first 45 days, at the end of three months, at the end of six months and after one year.
- 6.1.14 Should a conflict arise between two or more employees concerning a telecommuting arrangement, the employee's immediate supervisor shall have final authority to resolve the matter.
- 6.1.15 Employees may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite on their regular telecommuting workday during their regular work hours to meet workload requirements.
- 6.1.16 If an employee is telecommuting and during the workday they come in to their centrally located worksite, the time traveling from the employee's home to the centrally located worksite must be treated as "job site" to "job site" travel, and the employee's travel time must be counted as hours worked and compensated accordingly. Whenever possible, when telecommuting employees are requested to report to their centrally located worksite, they should be so notified by the end of the work day prior to the day they are requested to report to the central worksite. In such cases, travel time between home and the central worksite is treated as regular commuting time and is not counted as hours worked and compensated.
- 6.1.17 The duties, obligations and responsibilities of an employee who telecommutes are the same as employees at the centrally located worksite.
- 6.1.18 A set procedure and schedule for regular communication between a telecommuting employee, staff and customers must be identified in the telecommuting agreement. Fair Labor Standards Act (FLSA)-exempt employees must indicate the hours they will be available to be reached by staff and customers. For non-exempt employees, the telecommuting agreement must

indicate the hours the employee will be on work status as well as be available to be reached by staff and customers. Supervisors may also outline specific job assignments and expectations of the telecommuting employee. Work schedule variations are subject to supervisor approval.

- 6.1.19 For non-exempt employees covered by the provisions of the Fair Labor Standards Act, any hours beyond their normal work schedule must be authorized in advance by the employee's supervisor.
- 6.1.20 In order to utilize sick leave on a telecommuting workday, employees must contact their immediate supervisor as early as possible.
- 6.1.21 Employees who telecommute are expected to be working at their home during their telecommuting work schedule. Personal leave time normally scheduled during a telecommuting employee's scheduled workday must be arranged in the same manner with their immediate supervisor as employees at the centrally located worksite.
- 6.1.22 Employees on a telecommuting schedule will continue to accrue vacation and sick leave benefits at the same rate as an employee who is not working a telecommuting arrangement. For non-exempt employees who are covered by the provisions of the Fair Labor Standards Act, vacation and sick leave benefits shall be expended on an hour-for-hour basis. The telecommuting employee's salary, retirement and benefits also remain unchanged.
- 6.1.23 Telecommuting shall not be used as a substitute for dependent or child care. Employees who telecommute are expected to make dependent and child care arrangements during the period they will be working at home.
- 6.1.24 Employees who telecommute will be covered by worker's compensation for all job-related injuries occurring at their home during their defined work period. The employee is responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during the telecommuting arrangement. Worker's compensation will not apply to non-job-related injuries that occur in the home. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises. King County will not be responsible for injuries to third parties or members of the employee's family that occur on the employee's premises.
- 6.1.25 In the event of a job-related incident, accident or injury during telecommuting hours, the employee shall report the incident to their supervisor as soon as possible and follow established procedures to report and investigate workplace incidents, accidents or injuries.
- 6.1.26 The employee must allow home office inspections conducted by the county if a job-related incident, accident or injury has occurred.

- 6.1.27 Telecommuting employees shall not hold business meetings with internal or external clients, customers or colleagues at their residence.
- 6.1.28 Employees shall not conduct any unauthorized external (non-county) work during their telecommuting work schedule.
- 6.1.29 The employee shall participate in any county-sponsored telecommuting and/or technology training as requested by the employee's supervisor.
- 6.1.30 The employee shall participate in any county evaluation of telecommuting.
- 6.1.31 The Employee Transportation Program at (206) 263-4575 or Human Resources Management at (206) 684-1556 can assist with telecommuting program advice or consultation to executive branch agencies.

6.2 Telecommuting Eligibility:

- 6.2.1 An employee's work must be of a nature that face-to-face interaction with internal or external customers or project workgroups is minimal and the employee's tasks can be performed successfully away from the office.
- 6.2.2 The need for specialized material or equipment in order to telecommute should be minimal. Employees interested in telecommuting must already have a safe and ergonomic home office environment and the primary materials and equipment needed at their home in order to telecommute.
- 6.2.3 Characteristics of the employee will include a demonstrated conscientiousness about work time and productivity, self-motivation and ability to work well alone.
- 6.2.4 The employee communicates effectively with supervisors, co-workers, support staff and clients.
- 6.2.5 The employee operates computer or other equipment independently, to the degree that will be required to work from their home.
- 6.2.6 The employee must be performing currently at an overall satisfactory level or above in their position.

6.3 Hardware, Software and Supplies

- 6.3.1 Although the need for specialized material or equipment in order to telecommute should be minimal, the county may provide equipment (hardware and software) and services (such as technical support) if it is approved in advance by the employee's immediate supervisor, division manager and department director. The department director may allow division, section or unit managers the authority to approve minimal telecommuting expenses and should set spending limits accordingly.

- 6.3.2 General office supplies (such as paper and pens) will be provided by the county and should be obtained by the employee at the centrally located worksite. Out-of-pocket expenses for supplies normally available at the centrally located worksite will not be reimbursed.
- 6.3.3 Employees who telecommute from home are subject to the same internal county policies regarding the use of county provided equipment (hardware and software) and services as that of employees at the centrally located worksite.
- 6.3.4 Employees who telecommute shall not allow anyone, except county employees, to use county provided equipment (including hardware and software) and services.
- 6.3.5 **HARDWARE:** New or existing personal computer equipment may be provided on an as-needed basis to employees by the county if approved in advance by the employee's immediate supervisor and division manager. Telecommuting expenses beyond the minimum spending limit set up by department director will also require advance approval by the department director. This equipment may consist of a personal computer, modem and related supplies. All supplies must be returned to the county as soon as the telecommuting arrangement is no longer valid or if the equipment will no longer be needed by the employee to do their work. The county will provide routine maintenance and repairs for county equipment if the equipment is returned to the employee's centrally located worksite. Routine maintenance and repairs for county provided equipment that can not be returned in a cost effective manner to the centrally located worksite may be conducted at an employee's home if it is approved in advance by the employee's immediate supervisor and is agreeable with the applicable technology support staff person.
- 6.3.6 Telecommuting employees may use their own personal computer equipment. Employees may consult with their department's IT support person or the Help Desk for work related assistance for their computer at their own risk. The county will not be able to provide technical support for computer or telecommunications equipment that is not compatible with equipment that is currently supported by the county. Employees will be responsible for the maintenance and repair of their own equipment.
- 6.3.7 Office furniture will not be provided to employees who telecommute.
- 6.3.8 **SOFTWARE:** Employees must conform to the county's software standards. Departments will consult with their IT support staff to ensure that the software needed conforms to the county's software policies.
- 6.3.9 Remote access to the county's network may be provided to the employee at the discretion of the employee's immediate supervisor. Remote access may also be updated periodically to the employee at the discretion of the employee's immediate supervisor. If the county's remote access system includes internet access or other dial-in services, the employee may only use the county provided internet access or other dial-in services in a manner consistent with that of



King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments)
Labor Negotiator
Lance King

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. The Runzheimer Plan for mileage has been eliminated from the collective bargaining agreement. Employees will now be compensated for mileage per the IRS rate.
2. The monthly professional education stipends for coursework will be reduced from \$20 per course to \$13 per course in 2013; reduced to \$7 per course in 2014 and eliminated in 2015.
3. The cost-of-living adjustments for 2012, 2013, and 2014 are as follows: In 2012, Employees shall be eligible to receive 90% 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. In 2013 and 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.
4. If vacation request is denied, management must provide a written explanation for the denial.
5. The monthly stipend for Commercial Appraiser I's performing appeals has been eliminated.
6. The maximum allowance for tuition reimbursement increased from \$125 to \$165 in 2013; increased to \$210 in 2014; and, increased to \$250 in 2015.

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments)

TERM OF CONTRACT: January 1, 2012, through December 31, 2015

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees covered by this agreement determine the value of commercial and residential property in King County for assessment purposes; defend appraisals before the Board of Equalization and/or the State Tax Appeals Board; and collect, analyze, and maintain data related to residential and commercial property assessments. They also identify and value new construction, which yields several million dollars in additional revenue for King County and the various taxing districts.

NEGOTIATOR: Lance King

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Reduction-in-force is based on seniority.
➤ INTEREST-BASED BARGAINING:	Interest-based bargaining principles were used to bargain this agreement.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	This agreement includes a comprehensive Equal Employment Opportunity/non-discrimination provision.
➤ CONTRACTING OUT OF WORK:	Contracting out bargaining unit work is prohibited except in emergency situations.
➤ LABOR / MANAGEMENT COMMITTEES:	This agreement provides for a Labor/Management committee.
➤ MEDIATION:	Grievance mediation is provided with mutual agreement.
➤ CONTRACT CONSOLIDATION:	Not applicable.
➤ HEALTH BENEFITS COST SHARING:	Health benefits are in accordance with agreements established by the Joint Labor Management Insurance Committee.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties were diligent to negotiate this agreement as expeditiously as possible.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Use of part-time and temporary employees is as provided by County Code.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments)

COUNCIL POLICY	COMMENTS

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	Employees covered by this agreement are paid biweekly.
➤ INTEREST ARBITRATION ELIGIBLE:	Employees covered by this agreement are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	This agreement includes a comprehensive no-strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	This agreement provides standard King County leave benefits.
➤ HOURS OF WORK:	Employees covered by this agreement work a 35-hour week.
➤ PERFORMANCE EVALUATIONS:	This agreement provides for performance evaluations and employees receive evaluations annually.

[Month Day, Year]

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide property assessment services to the citizens of King County and to contract cities.

The enclosed ordinance, if approved, will ratify the Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) collective bargaining agreement for the period of January 1, 2012, through December 31, 2015. This agreement covers 130 employees in the Department of Assessments. The responsibilities of these employees are essential in valuation of commercial and residential property in King County for assessment purposes; defending appraisals before the Board of Equalization and/or the State Tax Appeals Board; and, collecting, analyzing, and maintaining data related to residential and commercial property assessments.

This agreement contains several significant improvements in cost savings, efficiency, accountability, and productivity for the County. For example:

- Promotes efficiency by eliminating the Runzheimer Plan for mileage and now compensating employees for mileage per the Internal Revenue Service (IRS) rate. Mileage reimbursement under the Runzheimer Plan was cost prohibitive; therefore, appraisers' field time was limited to two days per week. The cost savings gained by changing to the IRS rate will allow appraisers to spend more time in the field appraising property.
- In addition to eliminating the Runzheimer Plan, improved costs savings include reducing the stipend for professional coursework in 2013 and 2014 and eliminating the stipend in 2015; and, eliminating the monthly stipend for Residential Appraisers I's who perform appeals.

The Honorable Larry Gossett

[Date]

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The above-cited costs savings and efficiencies furthers the goals of the County's Strategic Plan by keeping the County's cost of doing business down (Financial Stewardship) and improving the effectiveness and efficiency of Assessment services (Service Excellence).

There are no changes to the wage schedule and the cost-of-living adjustments for 2013 and 2014 follow the standard County settlement agreed to with other labor organizations.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help provide assessment services to the residents of King County.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Michael Woywod, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments)	
Effective Date:	1/1/2012	
Affected Agency and/or Agencies:	Department of Assessments	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Richard Watson, Administrative Services Director	Phone: 296-5256
Note Reviewed by: Supplemental Required?	Yiling Wong, Budget Analyst	Phone: 263-9725
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2012	2013	2014	2015
CX	10	Assessments	\$ 153,602	\$ 231,305	\$ 169,627	\$ -32,703
<i>TOTAL: Increase FM previous year</i>			<i>\$ 153,602</i>	<i>\$ 231,305</i>	<i>\$ 169,627</i>	<i>\$ -32,703</i>
<i>TOTAL: Cumulative</i>			<i>\$ 153,602</i>	<i>\$ 384,907</i>	<i>\$ 554,534</i>	<i>\$ 521,831</i>

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2011 Base	2012	2013	2014	2015
Salaries			\$ 8,054,205	\$ 131,284	\$ 196,726	\$ 144,563	\$ -28,443
OT			\$ 141,496	\$ 2,306	\$ 4,444	\$ 2,964	\$ 0
PERS & FICA			\$ 1,227,716	\$ 20,012	\$ 30,135	\$ 22,100	\$ -4,260
			\$ 9,423,417				
<i>TOTAL: Increase FM previous year</i>				<i>\$ 153,602</i>	<i>\$ 231,305</i>	<i>\$ 169,627</i>	<i>\$ -32,703</i>
<i>TOTAL: Cumulative</i>				<i>\$ 153,602</i>	<i>\$ 384,907</i>	<i>\$ 554,534</i>	<i>\$ 521,831</i>

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. Contract Period(s):	1/1/2011 – 12/31/2015
2. Wage Adjustments & Effective Dates:	
COLA:	90% Seattle June to June for 2012, 1.63%; 95% Seattle June to June for 2013, 3.09%; 95% Seattle June to June for 2014, assumed at 2.00%. Assumption per Forecasting Council. Reopener for 2015
3. Other Wage-Related Factors:	
Step Increase Movement:	No Change
PERS/FICA:	14.98%
Overtime:	Based on 2011 actual costs
4. Other Cost Factors:	
	Revamped education language reduces costs through 2015. Expected to reduce costs by about \$26,000 each year from 2013 – 2015 for a total annual long term savings of about \$78,000 a year. Change of automobile reimbursement method expected to save approximately \$29,000 per year.
	Change to parking and tolling reimbursement expected to be de-minimus.
	Elimination of Auditor Appraiser Assistant (non- accredited) job title expected to have little to no effect on costs going forward.