1 Coalition Labor Agreement (CLA) - Appendix for 220 **Agreement Between King County** 2 3 Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 **Department of Assessments** 4 5 ARTICLE 1: NON-DISCRIMINATION......1 ARTICLE 2: 6 ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION............1 7 RIGHTS OF MANAGEMENT......2 ARTICLE 4: 8 ARTICLE 5: STEP ADVANCEMENT AND PROFESSIONAL EDUCATION......2 ARTICLE HOURS OF WORK ......4 6: 9 ARTICLE 7: OVERTIME......7 10 ARTICLE 8: HOLIDAYS......8 11 ARTICLE VACATIONS ......9 LAYOFF, RECALL, AND JOB VACANCIES......10 ARTICLE 10: 12 ARTICLE 11: MEDICAL, DENTAL, VISION, LIFE INSURANCE AND TEAMSTERS 13 PENSION......11 14 ARTICLE 12: TRANSPORTATION......12 15 ARTICLE 13: WORK STOPPAGES AND COUNTY PROTECTION ......15 ARTICLE 14: 16 ARTICLE 15: 17 ADDENDUM A: CLASSIFICATIONS AND PAY RANGES ......18 18 19 20 21 22 23 24 25 26 27 28

THIS AGREEMENT, which serves as an Appendix to the Coalition Labor Agreement (CLA), 1 2 is by and between KING COUNTY, WASHINGTON, hereinafter referred to as the County, and 3 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to 4 5 as the Union. 6 7 **ARTICLE 1: PURPOSE** 8 1.1 The intent and purpose of this Appendix is to promote the continued improvement of the 9 relationship between King County and its employees and to set forth the wages, hours, job security and 10 other working conditions of such employees provided the County has authority to act on such matters. 1.2 APPLICATION OF COALITION LABOR AGREEMENT 11 The CLA shall apply to the individual bargaining unit's employees as follows: 12 13 **1.2.1** The Preamble in its entirety. 14 **1.2.2** All Superseding and non-superseding provisions, unless otherwise noted in 15 Section 1.2.3 below or in the CLA. 16 **1.2.3** The following CLA articles do not apply to this bargaining unit: 17 **A.** Article 34 "Transportation Benefits." 18 **B.** Article 45 "Parking." 19 20 **ARTICLE 2: NON-DISCRIMINATION** 21 Pursuant to the CLA Article 38 and the following: Grievances under this Article shall be pursued only through Step 2 of the grievance procedure in the 22 23 Coalition Labor Agreement. 24 25 ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION 26 **3.1 Recognition** – Pursuant to the CLA Article 37 and the following: The County recognizes the 27 Union as the exclusive bargaining representative for those employees of the Department of Assessments 28 whose job classifications are listed in Addendum "A."

- **3.2** <u>Union Membership</u> County Pursuant to the CLA Articles 20, 37, and the following: The County shall notify the Union promptly of all employees leaving the bargaining unit.
- 3.3 Non-Discrimination No employee represented by the Union shall be discharged or discriminated against for upholding Union rules or principles or doing committee work in the interest of the Union; provided however, it does not interfere with the performance of their job duties.
- **3.4** <u>Visitation Rights</u> Authorized representatives of the Union may, after notifying the County, visit the work location of employees covered by this Agreement at any reasonable time.
- 3.5 <u>Shop Stewards</u> The County agrees to recognize employees designated by the Union as Shop Stewards. When contract administration business is conducted during working hours, the Steward is responsible for clearing time away from work with their manager or supervisor.
- **3.6** <u>Voluntary Payroll Deduction for Political Contributions</u> Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.
- D.R.I.V.E. shall notify the County of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The County shall transmit to D.R.I.V.E. National Headquarters on a bi-weekly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the County annually the County's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

### ARTICLE 4: RIGHTS OF MANAGEMENT

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

# ARTICLE 5: STEP ADVANCEMENT AND PROFESSIONAL EDUCATION

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

5.2 Newly-hired employees shall be placed at Step 1 of their respective Pay Range, or at a higher step at the County's discretion, and advanced to the next step after the successful completion of a probation period. Advancement to the next step may be denied upon serving written notice to the employee specifying the reason thereof. An employee who is promoted from a position covered by this Appendix will be placed either in the first step of the new salary range or at the step which is at least five (5%) percent more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range. A promoted employee, who does not successfully complete their probationary period, shall have return rights as set forth in Section 10.3 of this Appendix.

**5.3** Pursuant to the CLA Article 29.4 and the following, employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase on January 1st of each year. An employee must successfully complete their probationary period prior to October 1st to be eligible for a Step increase the following January 1st.

**5.3.1** Employees at Step 10 are not eligible for Step increases; provided however, employees receiving above Step 10 merit awards as of January 1, 1992, shall be eligible to retain those awards, provided that their performance is rated outstanding each succeeding year. Once an above Step 10 award is lost, it shall not be reinstated.

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

5.3.3 An employee who resigns in good standing may be rehired in the same classification or in a lower classification in the same classification series without written examination if the employee is rehired within two years after termination/separation date as recorded in the Human Resources Information System of Record and if the employee meets the current education, experience, and physical qualifications for the position. The employee must serve a probationary period.

Comprehensive benefits eligible employees who are rehired with two years of the date defined above

may be eligible for restoration of vacation accrual rate and previous sick leave balances. 1 2 **5.4.** Employees shall be eligible for compensation at the rate of two hundred dollars (\$200.00) 3 per month for any of the following professional designations: 4 Washington State Certified Real Estate Appraiser - General or Residential; 5 International Association of Assessing Officers - CAE, RES, MAS, AAS, CMS or PPS; National Association of Independent Fee Appraisers - IFA, IFAS, IFAA or IFAC; 6 7 Certified Public Accountant; and 8 Any other professional designation approved in advance by the County. 9 **5.4.1** Employees shall be eligible for compensation at the rate of three hundred dollars 10 (\$300.00) per month for the following professional designations: 11 Appraisal Institute - MAI, SRPA or SRA; 12 American Society of Appraisers - ASA; 13 **5.4.2** Employees shall be eligible for reimbursement for the cost of annual IAAO membership. 14 15 **5.4.3** The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth within Addendum "A." 16 17 **5.4.4** <u>Tuition Reimbursement</u> – Pursuant to the Coalition Labor Agreement, Article 44 and as supplemented below. The County will provide tuition reimbursement a minimum of three 18 19 hundred and fifty dollars (\$350.00) in each year of this Appendix. Tuition reimbursement above and 20 beyond three hundred and fifty dollars (\$350.00) per year shall be pursuant to DOA policy and budget 21 constraints. To receive tuition reimbursement, employees must meet the following conditions: • Complete an Expense Claim Form; 22 23 • Complete and sign a Tuition Reimbursement Request Form; 24 • Provide proof of payment (receipt, cancelled check, etc.); • Provide proof of course completion (report card (passing grade), certificate of 25 completion, etc- if course isn't graded and no certificate is received, proof of attendance 26 27 still must be attached). 28 All above referenced conditions must be completed and submitted to administrative services

prior to December 31st of the approval year. Claims submitted after that date and/or missing backup documentation may not be honored.

# **ARTICLE 6: HOURS OF WORK**

- **6.1** Except as modified below, the workweek shall consist of five (5) consecutive standard workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 6:00 A.M. and 6:00 P.M., for which the base hourly rate of pay on the appropriate salary schedule shall be paid as set forth in Addendum "A" of this Appendix.
- 6.1.1 The primary alternate workweek for employees is a four (4) day workweek schedule which shall consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch period, and shall normally be scheduled Monday through Thursday or Tuesday through Friday, between 6:00 A.M. and 6:00 P.M. The County will make a good faith effort to meet its coverage needs by first assigning schedules based on employee preference. Schedules will be assigned in reverse seniority should the volunteer levels be insufficient.
- **6.1.2** Employees who are currently assigned a four (4) day workweek schedule shall retain a four (4) day workweek schedule for the duration of the CBA, subject to approval in accordance with Section 6.5, below.
- **6.2** Workweek schedules shall not be altered for the purpose of avoiding the payment of overtime. No employee shall be required to work on the employee's scheduled day off in lieu of the employee's scheduled workday. Nothing herein shall be construed as meaning that any employee shall receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with Section 7.1 or 7.1.1.
- **6.3** The employee may notify the County of their preferred workdays and a preferred start and end time between the hours of 6:00 AM to 6:00 PM. The County will consider the employee's preferred workdays and start times when assigning work schedules. Each employee shall be assigned a regular starting time which shall not be changed prior to the beginning of the following week without the mutual consent between the employee and the County. In the event an employee's starting time is

changed prior to the beginning of the following week, the employee shall be paid in accordance with the provisions of Article 7.

- **6.3.1** Employees may have starting and ending times, and work days, which are different than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the County. Employees may have flexible work schedules with the mutual consent between the employee and the County.
- **6.4** Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift worked.
- 6.5 The County shall have the right to discontinue the four (4) day workweek schedule for any business reason or operational need, provided at least four (4) weeks prior notification is given, after which the terms and conditions of five (5) day week schedule portions of this Appendix shall become operative. Nothing in this Section shall be interpreted in such a way so as to prevent individual employees from returning to a five (5) day workweek schedule with one (1) week prior notification by the County. Employees who are currently assigned a four (4) day workweek schedule shall retain a four (4) day workweek schedule for the duration of the CBA, subject to approval in accordance with this Section. Nothing in this Section shall be interpreted in such a way so as to prevent individual employees from returning to a five (5) day workweek schedule with one (1) week prior notification by to the County.
- **6.6** When an employee who normally works Monday through Thursday or Tuesday through Friday is absent from work due to adverse weather conditions or the observance of religious holidays, the employee shall be permitted to make up the work on the employee's scheduled Friday/Monday off in lieu of using paid leave time, provided that all of the following conditions are satisfied: 1) the time is made up within the next two (2) full weeks; 2) supervision will be available without special scheduling; and 3) the hours being made up do not result in overtime pay for the employee.
- **6.6.1** Section 6.6 does not apply to any situation where the Assessor or designee officially closes operations in the Department of Assessments because of adverse weather conditions, or orders employees to leave the work site. In that event, employees shall be paid for the normally scheduled workday.

- 6.7 <u>Telecommuting</u> The County shall allow employees to participate in the County's telecommuting program, identified in the King County Telecommuting Policy (Executive Policy PER 18-4 (AEP), as amended, provided the employee has successfully completed their initial probationary period. Employees who have been promoted or reclassified may still telecommute, provided they have met all other telecommuting criteria.
- **6.7.1** The telecommuting policy shall be administered equally to all employees covered by this Appendix.
- 6.7.2 Should the County propose any changes to the current telecommuting policies and/or procedures, the County shall meet and confer with the Union. Upon mutual agreement the County may implement the changes fourteen (14) days after notification to the employees.
- **6.8** The County may establish new work schedules (days of work, hours of work) and/or work locations, provided that advance written notice is given to the Union, except in cases of emergency, and the Union is provided the opportunity to bargain the impacts or decision, to the extent required by law.

### **ARTICLE 7: OVERTIME**

- **7.1** Except as otherwise provided in this Article, contractual daily overtime shall be paid to employees, inclusive of alternative work schedules, at the contractual overtime rate in effect at the time the overtime work is performed, exclusive of lunch period. Employees on a four (4) day schedule shall be paid at the base hourly rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in one day, exclusive of lunch period, or forty (40) hours in one week.
- **7.1.1** Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per the Fair Labor Standards Act (FLSA) workweek at the contractual overtime rate in effect at the time the work is performed.
- 7.1.2 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is

worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

- **7.2** <u>Callout</u> Pursuant to the Coalition Labor Agreement, Article 43 and as follows.
- **7.2.1** Scheduled overtime is not a callout and shall be paid at the straight time rate until the employee qualifies for contractual overtime pay pursuant to Sections 7.1 or 7.1.1.
- **7.3** All overtime shall be authorized in advance by the Department Director or designee in writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a regularly scheduled workday for the individual employee.
- **7.4** Emergency work at other than the normally scheduled working hours, or special scheduled working hours not enumerated above, shall be credited as such. This unscheduled and emergency overtime shall be compensated as overtime and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works the employee's regular shift, the employee's regular shift shall be compensated at regular time.
- 7.5 If any provision of this Article conflicts with minimum standards established by RCW 49.46, then that provision shall be automatically amended to provide the minimum standards. In the event the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.
- 7.6 Compensatory Time With mutual agreement of the County and employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be approved unless the employee's absence during the period requested will unduly disrupt the operations of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in which it is earned unless such utilization is not feasible due to the work demands of the position, in which case any balance of comp time hours as of the end of the pay period which includes December 31, shall be cashed out.

### **ARTICLE 8: HOLIDAYS**

Pursuant to the Coalition Labor Agreement, Article 10, in addition to the below provisions.

- **8.1** For all employees employed on a four (4) day work schedule during any week in which a holiday occurs, the Department of Assessments shall observe the holiday on the appropriate day; provided however, sufficient staff will be required to enable the Department to remain open for four (4) days except during Thanksgiving week. To accommodate the office remaining open for four (4) days, sufficient employees shall be required to work to maintain a reasonable level of service as scheduled by the Department Director. These employees shall be provided a substitute day off in conjunction with the preceding or following weekend. When a holiday falls on an unscheduled workday, employees shall be provided a substitute day off on either the preceding Thursday or Friday or the following Monday or Tuesday.
- **8.2** Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- **8.3** Work performed on holidays shall be paid for at the contractual overtime rate of pay in addition to the regular holiday pay.
- **8.4** Four (4) day per week employees temporarily assigned to a five (5) day work week shall receive one and three-fourths (1-3/4) hours of credited vacation time for each holiday occurring during the said employee's assignment to a five (5) day work week schedule.

# ARTICLE 9: VACATIONS

Pursuant to the Coalition Labor Agreement, Article 9 and 32 in addition to the below provisions.

- **9.1** Comprehensive leave eligible employees shall accrue vacation leave for each hour in regular pay status, exclusive of overtime. An employee shall not be granted vacation benefits if not previously accrued by the employee.
- **9.2** Employees who are hired on or after January 1, 1986, who are eligible for participation in the Public Employee's Retirement System Plan I, shall not be compensated for more than four hundred twenty (420) hours of earned vacation at the time of retirement. For employees hired on or after January 1, 1986, vacation hours earned in excess of four hundred twenty (420) hours must be

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used prior to the employee's date of retirement or such excess hours shall be lost.

- 9.3 <u>Vacation Scheduling</u> Vacation requests shall be in writing. A vacation of one (1) day or less shall be requested at least three (3) working days in advance. A vacation of more than one (1) day shall be requested two (2) weeks in advance. If the need arises, an individual may contact the County and request emergency vacation. Approval of emergency vacation shall be at the discretion of the County.
- **9.3.1** If a Division Director wishes to generally prohibit or limit vacations during a particular period of time, employees shall be notified in writing one (1) month prior to commencement of the period of restriction. Such notice shall specify the extent of the prohibition/limitation and its duration.
- **9.3.2** All vacation requests shall receive a definite written yes or no response within one (1) week of submission of same. Should a vacation request be denied, the County shall provide the employee a written response as to the reason. Once approved, vacation shall not be rescinded. There shall be no limitations as to the timing of the vacation request submissions.

### ARTICLE 10: LAYOFF, RECALL AND JOB VACANCIES

- 10.1 <u>Layoff</u> Employees laid off as a result of lack of work, lack of funds or work place efficiency shall be laid off by seniority. The positions and classification(s) to be eliminated or reduced in hours shall be at the sole discretion of management. For purposes of layoff, seniority shall be total continuous service in positions covered by this Appendix.
- 10.1.1 The County will designate by job classification the position(s) to be eliminated. Normally, the first employees to be laid off will be the employees in the classification(s) in which position(s) are to be eliminated, who have the least amount of bargaining unit seniority. In the event two (2) or more employees have the same seniority, ability and skill shall be the determining factor.
- 10.1.2 Prior to any layoff, all employees other than permanent employees in the affected classification shall be removed from the payroll first. This shall include temporary and probationary employees.
  - **10.1.3** The County shall notify the Union and the affected employees at least two (2)

weeks in advance, in writing, of any anticipated reduction in force. Such notice shall include the name, classification and hire-in date of all such employees scheduled to be laid off.

- **10.1.4** Employees laid off from their classification may bump into other positions in the bargaining unit if they meet all of the following criteria:
- **A.** The employee to be bumped has the least bargaining unit seniority of the employees in the job class, and has less bargaining unit seniority than the employee who elects to bump;
  - **B.** The employee to be bumped is at an equal or lower pay range; and
- **C.** The employee electing to bump meets the qualifications of the position into which the employee proposes to bump.
- **D.** Employees displaced from their classification by the bumping procedure may also utilize the bumping procedure or accept the layoff.
- **E.** Employees shall have five (5) days from notification of layoff to notify the County in writing of their intention to exercise their bumping rights. Such notification must set forth those classifications into which the employee wishes to bump. The County shall determine whether an employee is qualified for the position into which the employee proposes to bump.
- 10.2 <u>Recall</u> Employees laid off or bumped from their classification shall be recalled in order of bargaining unit seniority on the date of layoff. The period for recall shall be two (2) years from date of layoff or bump. Outside recruitment will not be used if there are persons eligible and available for recall.
- 10.3 <u>Trial Service</u> When an employee is promoted from one bargaining unit classification to another bargaining unit classification with a higher salary range, and does not successfully complete probation in the higher classification, the employee shall be entitled to return to their former position if available, a position in the former classification if available, or to an equivalent position at the same salary range if the employee is qualified. If no such vacancy is available, the employee may be laid off and shall have recall rights as defined in Section 10.2 above.
- **10.4** Employees who are eligible for recall may accept temporary or term-limited temporary appointments without jeopardy to their recall rights.

# ARTICLE 11: MEDICAL, DENTAL, VISION, LIFE INSURANCE AND TEAMSTERS PENSION

Pursuant to the CLA, Article 25 and the following:

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

11.2 The parties agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor Management Insurance Committee.

### **ARTICLE 12: TRANSPORTATION**

12.1 Parking and Tolls – The CLA Article 34 shall not apply to this bargaining unit.

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

- 12.1.1 The parking provided shall be on a space available and weather and surface conditions permitting basis in the County designated parking facilities. If feasible, the County will provide parking within four blocks of the employee's assigned primary County worksite, or other approved location.
- **12.1.2** The County shall also pay all reasonable and County approved fees up to a maximum of the amount documented by King County Facility Management Division (FMD) per day for

parking expenses, verified by presentation of a receipt, incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department of Assessments facilities. Employees will be reimbursed, or the County shall pay for parking, up to a maximum of one-half of the regular work days they are scheduled to work, up to one hundred one (101) or one hundred two (102) days per year. Parking beyond the applicable limit shall be the employee's sole responsibility.

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

There shall be no in and out privileges.

- **12.1.3** If the County is unable to provide free parking at its facilities, employees shall be paid the rate provided by King County Code 3.32.
- **12.1.4** The County and the Union agree to implement ORCA Card controls for employee parking as promulgated by King County FMD.
- 12.1.5 The County shall pay all County approved fees for tolling expenses incurred by employees in the performance of their work duties. The County will not pay tolling expenses related to the employee's commute to and from home. Employees driving while conducting department business shall avoid using toll bridges and toll lanes if possible.
- **12.2** <u>Automobile Use Reimbursement</u> Employees who are required to use their personal vehicles in the performance of their duties shall be paid at the current IRS mileage rate, except as provided in 12.2.1.
- 12.2.1 Employees in the classification of Residential Appraiser I who are required to use their personal vehicle will receive either a fixed cost amount of one hundred and fifty dollars (\$150) per month and one half (1/2) of the IRS rate, or the IRS rate, whichever is greater. Employees in the classification of Commercial Appraiser I who are required to use their personal vehicle for summer maintenance (May 1 through September 30) will receive either a fixed cost amount of fifty dollars (\$50.00) per month and one half (1/2) of the IRS rate, or the IRS rate, whichever is greater.
- **12.2.2** Assignment of pool vehicles and use of personal vehicles on County business shall be at the sole discretion of management. Employees may be required to use their personal vehicle

in carrying out their assigned duties as a condition of employment and in accordance with the terms of this Article.

- 12.2.3 Employees who are required to drive on County business shall, on request by the County, verify that they have a current, valid driver's license. Employees are required to notify their supervisor immediately if their license is suspended or revoked.
- 12.2.4 Should the County reassign a Residential Appraiser I employee to office duties or to temporary non-routine driving duties, then the employee will be compensated at the current IRS rate in the event the County requires the employee to drive their personal vehicle during the period of reassignment.
- 12.2.5 The County shall, depending on budget authorization, provide a sufficient number of fleet vehicles at the Black River facility for use by employees during the performance of their official duties. The parties agree fleet availability, utilization, and trends may be the topic of Labor Management Committee meetings.
- **12.3** <u>Inoperative Vehicles</u> In the event an employee's vehicle becomes inoperative during the performance of the employee's duties, the employee may report back to the office that day and perform office assignments as assigned or take vacation for the remainder of the day.
- 12.3.1 The County shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The County shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.
- 12.3.2 Employees claiming towing expenses shall submit a receipt for the towing expense which clearly displays the date of subject tow, and a brief written description of the circumstances which led to the need for towing.
- **12.4** <u>Driving and Productivity</u> Workload expectations shall take into consideration whether an employee uses a personal vehicle or a pool vehicle.

## **ARTICLE 13: MISCELLANEOUS**

13.1 <u>Discipline</u> - Pursuant to the Coalition Labor Agreement, Article 27 except as

supplemented below.

- 13.1.1 Right to Representation Employees who reasonably believe discipline could result from their participation in an investigatory meeting shall notify the County when Union representation is desired. The County shall be provided a reasonable time to arrange for Union representation.
- 13.1.2 If the County imposes disciplinary action against an employee for any reason, the employee shall be apprised of the rights of appeal and representation as provided for in the Coalition Labor Agreement, Article 26.
- **13.1.3** Employee Files The County shall provide a copy, within one (1) work week, to the employee of any non-disciplinary document added to or deleted from the employee's personnel file.
- **13.2** <u>Field Work</u> Employees within the Auditor Appraiser Assistant classification may be assigned to field work as required.
- 13.3 <u>County and State Boards and Accreditation</u> Appraiser I's, Appraiser II's and Senior Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals and appear on behalf of the County in a court of law as part of the duties of their respective job classifications.
- 13.3.1 Employees hired as residential or commercial appraisers must obtain and maintain Washington State Accreditation for Assessors as a condition of employment. Recently appointed employees must take the necessary classes and examinations at the first opportunity after they are appointed. Employees who do not pass any required examination on the first attempt must re-take the examination at the next opportunity. Employees who do not pass the examination on the second attempt will be dismissed from their Appraiser positions. Any appraiser who fails to obtain and maintain Washington State Accreditation may be terminated for just cause.
- 13.4 <u>Labor-Management Conference Committee</u> The County shall establish a joint Labor-Management Conference Committee which shall be comprised of participants from both the County and the Union. Each party shall have the sole right to select its participants. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual

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

13.5 <u>Safety Standards</u> - The County agrees to comply with all applicable Federal, State, and local laws and regulations regarding health and safety. Employees shall not be subject to discipline for reporting safety violations to management.

13.6 <u>Technology/Systems Change</u> - The County and the Department of Assessments (hereinafter, the "Department") recognize the mutual benefit to be attained by affording training opportunities to employees and shall notify employees of departmental training opportunities relevant to an employee's position. The County and the Department of Assessments shall have as a goal to provide training, technology and all other resources necessary to enable employees to achieve excellence. Further, the County and the Department of Assessments shall have as a goal that all employees have equal access to training opportunities relevant to their positions. In the event an employee's request for training is denied by the employee's supervisor, the employee may ask the next highest level of supervision for a review of such denial. Employees should submit any relevant fact to support their request for training at the time of the initial request.

# ARTICLE 14: WORK STOPPAGES AND COUNTY PROTECTION

14.1 The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Appendix and should same occur, the Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Director if the employee

presents satisfactory reasons for the employee's absence within three (3) calendar days of the date the employee's automatic resignation became effective.

- 14.2 Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union's represented employees to cease engaging in such a work stoppage.
- 14.3 Any employee who commits any act prohibited in this Article shall be subject, in accordance with the County's Work Rules to discharge, suspension or other disciplinary action as may be applicable to such employee.
- **14.4** Notwithstanding other provisions of this Article, no employee covered by this Appendix will be subject to discipline solely for a refusal to cross or work behind a picket line of a strike sanctioned by the appropriate Central Labor Council or by Teamsters Joint Council 28.

# **ARTICLE 15: WAIVER CLAUSE**

**15.1** Pursuant to the CLA, Article 46 and the following: The County and the Union, for the duration of this Appendix, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Appendix.

Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 - Department of Assessments: DocuSigned by: Secretary-Treasurer For King County: Signed by: leal Julius Labor Relations Negotiator Office of Labor Relations, Executive Office 

**5** 

**Union Code K1** 

### **ADDENDUM "A"**

THIS Addendum is supplemental to the Appendix by and between KING COUNTY, WASHINGTON, hereinafter referred to as the County, 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 are the Salary Ranges of the King County 10-Step Hourly Squared Schedule which apply to bargaining unit classifications. These wages shall be modified 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 I	49
2617100	262002	Auditor Appraiser - Assistant	46
2615100	261801	Auditor Appraiser - Senior	63
2611100	261201	Commercial Appraiser I	52
2611200	261301	Commercial Appraiser II	59
2623100	262401	Current Use Evaluation Specialist	58
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	57

- **A.2** All wage rates in effect for the classifications listed in the above wage table shall receive increases in accordance with the Coalition Labor Agreement.
- **A.3** Class Specifications If, during the term of this Agreement, the County revises the class specifications of any job class listed in this Addendum, the County agrees to provide the Union with copies of the revised specifications, and provide an opportunity to negotiate the effects.