



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 13, 2016**

**Ordinance 18438**

**Proposed No. 2016-0529.1**

**Sponsors von Reichbauer**

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 (Department  
5           of Assessments) representing employees in the department  
6           of assessments; and establishing the effective date of said  
7           agreement.

8           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9           SECTION 1. The collective bargaining agreement negotiated by and between  
10          King County and Public, Professional & Office-Clerical Employees and Drivers,  
11          Teamsters Local 763 (Department of Assessments) representing employees in the  
12          department of assessments, which is Attachment A to this ordinance, is hereby approved  
13          and adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15 January 1, 2016, through and including December 31, 2016.  
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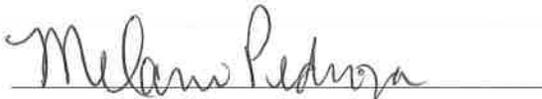
Ordinance 18438 was introduced on 11/7/2016 and passed by the Metropolitan King County Council on 12/12/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
J. Joseph McDermott, Chair

ATTEST:

  
Melani Pedroza, Acting Clerk of the Council

RECEIVED  
2016 DEC 16 PM 3:49  
CLERK  
KING COUNTY COUNCIL

APPROVED this 16 day of DECEMBER, 2016.

  
Dow Constantine, County Executive

**Attachments:** A. Agreement By and Between King County and Local Union No. 763 - January 1, 2016 Through December 31, 2016

**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**and**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
**January 1, 2016 through December 31, 2016**

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KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT  
MEMBERS 2015-2016

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**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**and**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
**REPRESENTING EMPLOYEES IN**  
**DEPARTMENT OF ASSESSMENTS**  
**January 1, 2016 through December 31, 2016**

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

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: NON-DISCRIMINATION**

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

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

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

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

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

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.** Employees shall be eligible for compensation at the rate of one hundred dollars (\$100.00)  
17 per month for any of the following professional designations:

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

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

20 Appraisal Institute - MAI, SRPA or SRA;

21 American Society of Appraisers - ASA;

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

23 IFAC;

24 Certified Public Accountant; and

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

26 **5.4.1** The additional compensation shall not be restricted by the maximum salary step of  
27 the pay plan set forth within Appendix "A."

28 **5.4.2 Tuition Reimbursement** - In 2016, the employer will provide tuition

1 reimbursement up to two hundred and fifty dollars (\$250.00). To receive tuition reimbursement,  
2 employees must meet the following conditions:

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

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

## 12 **ARTICLE 6: HOURS OF WORK**

13 **6.1** Except as modified below, the workweek shall consist of five (5) consecutive standard  
14 workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall  
15 normally be scheduled Monday through Friday. The working hours of each day shall normally be  
16 between 6:00 A.M. and 6:00 P.M., for which the regular hourly rate on the appropriate salary schedule  
17 shall be paid as set forth in Appendix "A" of this Agreement.

18 **6.1.1** The workweek for employees working a four (4) day workweek schedule shall  
19 consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch  
20 period, and shall normally be scheduled Monday through Thursday, between 6:00 A.M. and 6:00 P.M.

21 **6.2** Workweek schedules shall not be altered for the purpose of avoiding the payment of  
22 overtime. No employee shall be required to work on the employee's scheduled day off in lieu of the  
23 employee's scheduled workday. Nothing herein shall be construed as meaning that any employee shall  
24 receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with  
25 Section 7.1 or 7.1.1.

26 **6.3** Each employee shall be assigned a regular starting time which shall not be changed prior to  
27 the beginning of the following week without the mutual consent between the employee and the  
28 Employer. In the event an employee's starting time is changed prior to the beginning of the following

1 week, the employee shall be paid in accordance with the provisions of Article 7.

2           **6.3.1** Employees may have starting and ending times, and work days, which are different  
3 than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the  
4 Employer.

5           **6.4** Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift  
6 worked.

7           **6.5** The Employer shall have the right to discontinue the four (4) day workweek schedule for  
8 any reason provided at least four (4) weeks prior notification is given, after which the terms and  
9 conditions of five (5) day week schedule portions of this Agreement shall become operative. Nothing in  
10 this Section shall be interpreted in such a way so as to prevent individual employees from returning to a  
11 five (5) day workweek schedule with one (1) week prior notification by the Employer.

12           **6.6** When an employee who normally works Monday through Thursday is absent from work due  
13 to adverse weather conditions or the observance of religious holidays, the employee shall be permitted to  
14 make up the work on the employee's scheduled Friday off in lieu of using paid leave time, provided that  
15 all of the following conditions are satisfied: 1) the time is made up within the next two (2) full weeks; 2)  
16 supervision will be available without special scheduling; however, field staff may be given material for  
17 Friday's assignment on Thursday; and 3) the hours being made up do not result in overtime pay for the  
18 employee.

19           **6.6.1** Section 6.6 does not apply to any situation where the Assessor or designee  
20 officially closes operations in the Department of Assessments because of adverse weather conditions, or  
21 orders employees to leave the work site. In that event, employees shall be paid for the normally  
22 scheduled work day.

23           **6.7 Telecommuting** - The employer shall allow employees to participate in the employer's  
24 telecommuting program, identified in the King County Telecommuting Policy (Executive Policy PER  
25 18-4 (AEP) provided the employee has completed their initial probationary period. Employees who  
26 have been promoted or reclassified may still telecommute, provided they have met all other  
27 telecommuting criteria.

28           **6.7.1** The telecommuting policy shall be administered equally to all employees

1 covered by this agreement.

2           **6.7.2** Should the employer propose any changes to the current telecommuting policies  
3 and/or procedures, the employer shall meet and confer with the union. Upon mutual agreement the  
4 employer may implement the changes fourteen (14) days after notification to the employees.

5 **ARTICLE 7: OVERTIME**

6           **7.1** Except as otherwise provided in this Article, employees on a five (5) day schedule shall be  
7 paid at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for all  
8 hours worked in excess of eight (8) hours in one day, exclusive of lunch period, or forty (40) hours in  
9 one week.

10           **7.1.1** Employees on a four (4) day schedule shall be paid at the rate of one and one-half  
11 (1-1/2) times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10)  
12 hours in one day, exclusive of lunch period, or forty (40) hours in one week.

13           **7.2** A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where  
14 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rate.

15           **7.2.1** A callout is defined as any situation where the employee has left work and is  
16 subsequently contacted and required to return to work prior to the employee's next scheduled work shift.

17           **7.2.2** Scheduled overtime is not a callout and shall be paid at the straight time rate until  
18 the employee qualifies for time and one-half pay pursuant to Sections 7.1 or 7.1.1.

19           **7.3** All overtime shall be authorized in advance by the Department Director or designee in  
20 writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a  
21 regularly scheduled workday for the individual crew.

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

27           **7.5** If any provision of this Article conflicts with minimum standards established by  
28 RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.

1           **7.6 Compensatory Time** - With mutual agreement of the Employer and employee,  
 2 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time  
 3 may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be  
 4 approved unless the employee's absence during the period requested will unduly disrupt the operations  
 5 of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in  
 6 which it is earned unless such utilization is not feasible due to the work demands of the position, in  
 7 which case the employee may request and the department director or designee may approve the  
 8 carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory  
 9 hours must be used within the first quarter of the new year.

10 **ARTICLE 8: HOLIDAYS**

11           **8.1** All regular and term-limited temporary employees shall be granted the following holidays  
 12 with pay:

14	New Year's Day	January 1st
15	Martin Luther King, Jr's Birthday	3rd Monday in January
16	President's Day	3rd Monday in February
17	Memorial Day	Last Monday in May
18	Independence Day	July 4th
19	Labor Day	1st Monday in September
20	Veteran's Day	November 11th
21	Thanksgiving Day	4th Thursday in November
22	Day After Thanksgiving Day	4th Friday in November
23	Christmas Day	December 25th

24  
 25           and any day designated by public proclamation of the Chief Executive of the State as a legal  
 26 holiday. Any holiday improvements granted to other County employees shall be provided to all  
 27 bargaining unit employees.

28           **8.2** For all employees employed on a five (5) day workweek schedule, whenever a holiday falls

1 upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a  
2 Saturday, the preceding Friday shall be observed as the holiday.

3           **8.2.1** For all employees employed on a four (4) day work schedule during any week in  
4 which a holiday occurs, the Department of Assessments shall observe the holiday on the appropriate  
5 day; provided however, sufficient staff will be required to enable the Department to remain open for four  
6 (4) days except during Thanksgiving week. To accommodate the office remaining open for four (4)  
7 days, sufficient employees shall be required to work to maintain a reasonable level of service as  
8 scheduled by the Department Director. These employees shall be provided a substitute day off in  
9 conjunction with the preceding or following weekend. When a holiday falls on an unscheduled  
10 workday, employees shall be provided a substitute day off on either the preceding Thursday or Friday or  
11 the following Monday or Tuesday.

12           **8.3** Holidays paid for but not worked shall be recognized as time worked for the purpose of  
13 determining weekly overtime.

14           **8.4** Work performed on holidays shall be paid for at one and one-half (1-1/2) times the  
15 employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.

16           **8.5** All holidays shall be observed in accordance with RCW 1.16.050, as amended.

17           **8.6** All employees employed on a five (5) day workweek schedule shall receive two (2)  
18 additional personal holidays to be administered through the vacation plan. One personal holiday shall  
19 be added to the vacation leave bank in the pay-period that includes the first day of October and one  
20 personal holiday will be added in the pay-period that includes the first day of November of each year.  
21 These days can be used in the same manner as any vacation day earned.

22           **8.6.1** Four (4) day per week employees assigned to temporary counter duty shall receive  
23 one and three-fourths (1-3/4) hours of credited vacation time for each holiday occurring during the said  
24 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:

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

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 must use vacation leave in excess of the maximum accrual amount on or before  
19 the last day of the pay period that includes December 31 of each year unless the employee has  
20 received approval according to King County policies and procedures to carry over excess vacation  
21 into the following year.

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

27           9.9.1 If a Division Director wishes to generally prohibit or limit vacations during a  
28 particular period of time, employees shall be notified in writing one (1) month prior to

1 commencement of the period of restriction. Such notice shall specify the extent of the  
2 prohibition/limitation and its duration.

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

## 7 **ARTICLE 10: LEAVES**

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

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

17           **10.1.2** Employees shall accrue sick leave from their date of hire in a leave eligible  
18 position. An employee shall not be entitled to sick leave if 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;

- d. Employee exposure to contagious diseases and resulting quarantine;
- e. Employee keeping medical, dental or optical appointments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

28

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

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

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

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

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

**ARTICLE 13: TRANSPORTATION**

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

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

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.

27  
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1 **ARTICLE 18: SAVINGS CLAUSE**

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

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1 **ARTICLE 19: DURATION**

2           19.1 This Agreement and each of its provisions shall become effective when ratified by the  
3 parties, including adoption as an ordinance by the King County Council, unless a different effective date  
4 is specified, and covers the period January 1, 2016 through December 31, 2016.

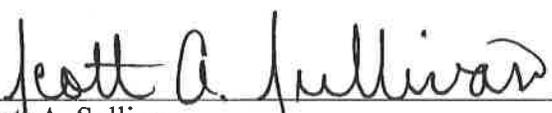
5           19.2 The parties agree to initiate negotiations for a successor agreement no later than  
6 June 1, 2016.

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APPROVED this 26 day of OCTOBER, 2016.

By:   
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  
Secretary-Treasurer

**APPENDIX "A"**  
**to the**  
**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**and**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
**January 1, 2016 through December 31, 2016**

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, 2016 through December 31, 2016. 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 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	58
2623100	262401	Current Use Evaluation 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 2015-2016 King County/Union Coalition COLA MOA (Document Code:

1 000U0414\_TotalComp\_2015-2016).

2 **A.3 Class Specifications** - If, during the term of this Agreement, the County revises the class  
3 specifications of any job class listed in this Appendix, the County agrees to provide the Union with  
4 copies of the revised specifications, and provide an opportunity to negotiate the effects.

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APPROVED this 26 day of OCTOBER, 2016.

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By: 

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King County Executive

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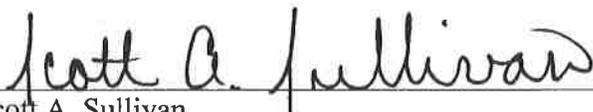
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Public, Professional and Office-Clerical Employees and Drivers,  
Local Union No. 763, affiliated with the International Brotherhood  
of Teamsters:

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Scott A. Sullivan  
Secretary-Treasurer

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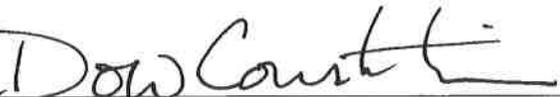
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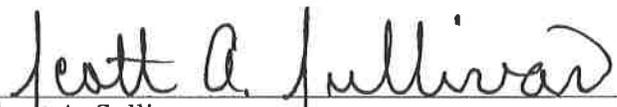
**MEMORANDUM OF AGREEMENT**

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

APPROVED this 26 day of OCTOBER, 2016.

By:   
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  
Secretary-Treasurer



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The parties agree that, unless specified above or contained elsewhere within the Agreement, all terms and conditions of employment shall remain unaltered and in full force and effect for the duration of the Agreement.

APPROVED this 26 day of OCTOBER, 2016.

By:   
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  
Secretary-Treasurer

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**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS,**  
**TEAMSTERS LOCAL 763**  
**REPRESENTING EMPLOYEES IN THE DEPARTMENT OF ASSESSMENTS**

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

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

Pursuant to the recent discussions, the following shall apply:

**PARKING**

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

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

There shall be no in and out privileges.

**AUTO REIMBURSEMENT**

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

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

APPROVED this 26 day of OCTOBER, 2016.

By: Dow Condit

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

## Addendum A

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

#### ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

#### Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

## Addendum A

### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## Addendum A

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

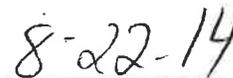
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



\_\_\_\_\_  
Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



\_\_\_\_\_  
Date

## Addendum A

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
THE UNDERSIGNED UNIONS**

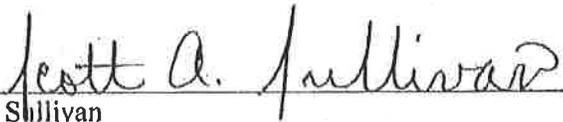
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016  
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY  
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

**Labor Organization: Public, Professional & Office-Clerical Employees and Drivers,  
Teamsters Local 763**

**Ratified by the Members covered by the Contracts listed below:**

cba code	Labor Organization	Contract
450	Teamsters Local 763	Communications Specialists - King County Sheriff's Office
220	Teamsters Local 763	Department of Assessments

For Public, Professional & Office-Clerical Employees and Drivers,  
Teamsters Local 763:

  
 \_\_\_\_\_  
 Scott Sullivan  
 Secretary-Treasurer

8-22-14  
 \_\_\_\_\_  
 Date

**Addendum A  
ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

- Fiscal Specialist 1 – 4
- Administrative Specialist 1 – 4
- Customer Service Specialist 1 – 4
- Technical Information Processing Specialist 1 – 4
- Administrative Office Assistant
- Public Health Administrative Support Supervisor
- Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

## Addendum A ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

## Addendum A ADDENDUM A

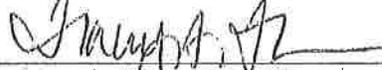
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**Addendum A  
ADDENDUM A**

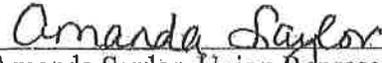
6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

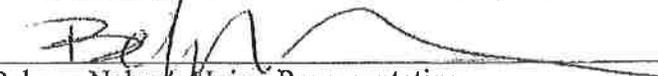
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**For Office & Professional Employees International Union, Local 8:**

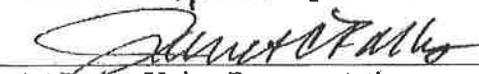
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
Date

**For Professional and Technical Employees, Local 17:**

  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

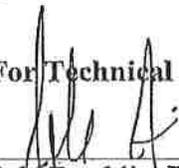
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**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

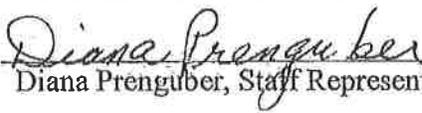
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**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

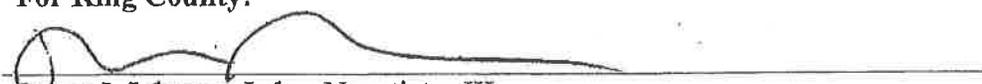
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Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
Date

**Addendum A**  
**ADDENDUM A**  
**EXHIBIT A**

**GROUND RULES FOR KING COUNTY**  
**ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker) Social Services Specialist~~
 and any other classification that the parties may agree to include during the course of negotiations.

## Addendum A ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

**Addendum A**  
**ADDENDUM A**

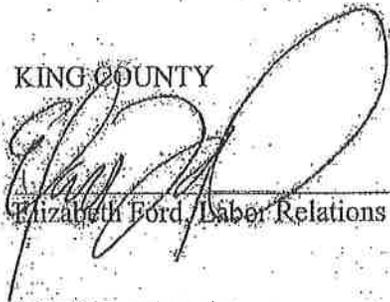
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

**Addendum A  
ADDENDUM A**

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

KING COUNTY



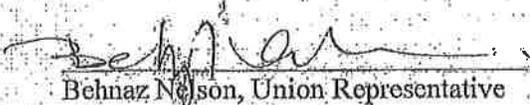
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

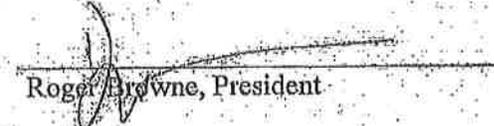
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

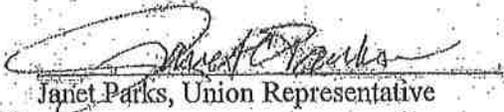
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

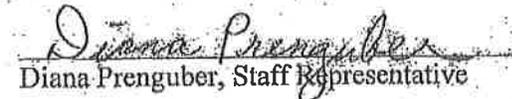


Roger Browne, President

WSCCCE, Council 2

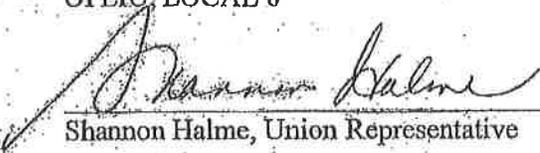


Janet Parks, Union Representative



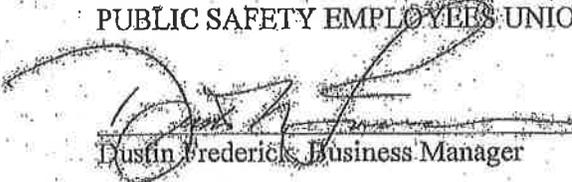
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager