



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

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|---------------------------------|---------------------------------|
| Agenda Item No.: 6 | Date: 29 Apr 2009 |
| Ordinance No.: 2009-0280 | Prepared by: Nick Wagner |

A. SUMMARY

Proposed Ordinance 2009-0280 (pp. 5-6 of these materials) would approve a memorandum of agreement (MOA) and a collective bargaining agreement (CBA) between King County and Teamsters Local 763 (Public, Professional & Office-Clerical Employees and Drivers) covering 140 employees in the Department of Assessments.

The MOA (pp. 53-54 of these materials) extends the terms and conditions of the prior contract, which expired at the end of 2006, to cover the period from 1 January 2007 through 31 December 2008.

The CBA (pp. 7-51 of these materials) covers the period from 1 January 2009 through 31 December 2010.

1. The Bargaining Unit

The employees covered by the MOA and the CBA are in the King County Department of Assessments. As described in the Executive's transmittal letter (pp. 61-62 of these materials), their responsibilities include:

1. Determining the value of commercial and residential property in King County for assessment purposes;
2. Defending appraisals before the Board of Equalization and/or the State Tax Appeals Board;
3. Collecting, analyzing, and maintaining data related to residential and commercial property assessments; and
4. Identifying and valuing new construction, which yields several million dollars in additional revenue for King County and the various taxing districts.

In June of 2008 the International Association of Assessing Officers ("IAAO") awarded the Department a Certificate of Excellence in Assessment Administration. The IAAO praised the department for embodying "the best attributes of a fair property tax, including stability, transparency, autonomy, and equity" (*see* Department of Assessments website).

2. Consistency with Labor Policies

As described in the Contract Summary (pp. 55-56 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies in almost all respects. The one exception is the timeliness of the contract negotiations.

Negotiations to extend the parties' 2004-2006 CBA did not begin until October of 2006 and had not been completed by February of 2008. From February through September of 2008, negotiations were suspended because of a pending petition to the Public Employment Relations Commission for a change of employee representation. The petition was eventually withdrawn. Negotiations resumed in November of 2008, and the parties reached agreement on 3 December 2008. (*See* p. 56 of these materials.)

In section 19.2 of the proposed CBA, the parties agree to "initiate negotiations for a successor agreement no later than June 1, 2010," seven months before the CBA termination date (p. 48 of these materials).

3. Pay Ranges and COLAs

The MOA (pp. 53-54 of these materials) provides for an increase of one pay range (approximately 2.4 percent), retroactive to 1 January 2008, for most positions in the bargaining unit (excluding informational technology positions). This increase is based on a market survey of comparable jobs in other local public agencies.

The cost-of-living adjustments (COLAs) for the four years covered by the MOA and the CBA follow the standard county settlement agreed to with other unions. The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (*See* CBA Appendix A, § A.2, p. 50 of these materials.) (Similar language appeared in the parties' 2004-2006 CBA.) The retroactive increases for 2007 and 2008 are 2 percent and 2.49 percent, respectively. (*See* MOA, §§ 2-3, p. 53 of these materials.) The increase for 2009 is 4.88 percent, and the increase for 2010 is expected to be 4.27 percent. (*See* Fiscal Note, p. 59 of these materials.)

4. Performance Evaluations

The CBA provides for performance evaluations (CBA § 5.3, p. 15 of these materials), and the Executive reports that the employees receive performance evaluations annually.

5. Interest Arbitration

The bargaining unit covered by the new agreement is not eligible for interest arbitration.

6. No-Strike Provision

Section 16.1 of the agreement (p. 45 of these materials) prohibits "any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement. . . ."

B. NEW CONTRACT PROVISIONS

In addition to the points mentioned above, the Executive has noted the following new provisions in his Summary of Changes (p. 57 of these materials):

1. Clarification of Pay Increase Upon Promotion

The CBA has new language specifying that the pay increase upon promotion will be either the first step of the new page range or the equivalent of two pay steps (about 5 percent) more than the employee's former pay step, whichever is greater, but not exceeding the top step of the new pay range (*see* CBA § 5.2, p. 15 of these materials).

2. Automobile Use Reimbursement Allowance

As cost-saving measures, the parties have agreed that: (1) employees who are assigned to drive no more than half the work days in a month will receive automobile use reimbursement at only half the full rate (CBA § 13.2.b, p. 34 of these materials); and (2) employees who, for more than two work weeks, are either absent from work or in a non-driving assignment will not receive the automobile use reimbursement allowance (CBA § 13.2.9, p. 36 of these materials).

3. Possible Participation in Teamsters Pension Trust

Section 12.4 of the CBA (p. 33 of these materials) provides for re-opening negotiations, upon the union's request, to negotiate the terms for employee participation in the Western Conference of Teamsters Pension Fund. The union would conduct a membership vote to determine whether the bargaining unit supports participation, and the parties have agreed that participation will not result in an increase in pay for any bargaining unit employee.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive's fiscal note (p. 59 of these materials). From a base cost of \$9,021,256 in 2007, the MOA and the CBA would result in a retroactive additional cost of \$802,736 for 2007 and 2008 (together), an increase of \$470,606 for 2009, and an increase of \$431,875 for 2010. The cost to implement the CBA for 2009 is reduced by the furlough agreement that calls for employees to take 10 unpaid days off in 2009.

To fully fund the MOA and the CBA, the Executive has transmitted Proposed Ordinance 2009-0281 (pp. 63-64 of these materials), which would increase the 2009 budget of the Department of Assessments by \$660,000. Executive staff's breakdown showing how that figure was derived is shown on p. 69 of these materials.

Proposed Ordinance 2009-0281 has been referred to the Council's Budget and Fiscal Management Committee. According to the Executive's fiscal note and transmittal letter accompanying the legislation (pp. 65-68 of these materials), "[f]unding for the supplemental will come from financial reserves established in the General Fund financial plan."

D. LEGAL REVIEW

Both the MOA and the CBA have been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. Karen Place, Labor Negotiator, Human Resources Division, King County DES
- 2. Jeff Clark, Business Agent, Teamsters Local 763

ATTACHMENTS

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Signature Report

April 27, 2009

Ordinance

Proposed No. 2009-0280.1

Sponsors Ferguson and Phillips

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

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 January 1, 2009, through and including December 31, 2010.

17

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Agreement By and Between King County, Washington and Public, Professional &
Office-Clerical Employees and Drivers--Local Union No. 763, B. Memorandum of
Agreement By and Between King County and International Brotherhood of Teamsters
Local 763--Representing Employees In Department of Assessments

AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

January 1, 2009 through December 31, 2010

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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, 2009 through December 31, 2010

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

1 **ARTICLE 1: PURPOSE**

2 1.1 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between King County and its employees and to set forth the wages, hours and other working
4 conditions of such employees provided the Employer has authority to act on such matters.

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1 **ARTICLE 2: NON-DISCRIMINATION**

2 2.1 The Employer and the Union shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions or privileges of employment because of race, color, religion,
4 national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental or physical
5 handicap.

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

8 2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are
9 intended and shall be construed so as to apply equally to either gender.

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

2 **3.1 Recognition** - The Employer recognizes the Union as the exclusive bargaining
3 representative for those employees of the Department of Assessments whose job classifications are listed
4 in the attached Appendix "A."

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

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

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

27 **3.3 Dues Deduction** - Upon receipt of a written authorization individually signed by a
28 bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount

1 of dues as certified by the Secretary of the Union and shall transmit the same to the Treasurer of the
2 Union.

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

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

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

14 **3.6 Visitation Rights** - Authorized representatives of the Union may, after notifying the
15 Employer, visit the work location of employees covered by this Agreement at any reasonable time.

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

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

1 Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers,
2 and similar equipment for purposes of contract administration. In addition, Stewards and Union staff
3 may use the Employer's electronic mail system for communications related to contract administration,
4 provided they comply with King County policies governing electronic mail and internet use. In no
5 circumstances shall use of the Employer's equipment interfere with operations and/or service to the
6 public.

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1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 4.1 The management of the County and the direction of the work force is vested exclusively
3 in the Employer subject to terms of this Agreement. All matters not covered or treated by the
4 language of this Agreement may be administered for its duration by the Employer in accordance with
5 such policy or procedures as the Employer from time to time may determine.

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

2 5.1 The classifications of employees covered by this Agreement and the corresponding rates of
3 pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4 5.2 New employees shall be hired at Step 1 of their respective Pay Range, or at a higher step at
5 the Employer's discretion, and advanced to the next step after the successful completion of a probation
6 period. Advancement to the next step may be denied upon serving written notice to the employee
7 specifying the reason thereof. An employee who is promoted from a position covered by this
8 Agreement will be placed either in the first step of the new salary range or at the step which is the
9 equivalent of two steps (approximately five per cent) more than the employee's former salary step,
10 whichever is greater, but not to exceed the top step of the new range.

11 5.3 Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase
12 on January 1st of each year, provided their performance is satisfactory. An employee must complete
13 his/her probationary period prior to October 1st to be eligible for a Step increase the following January
14 1st.

15 5.3.1 Employees at Step 10 are not eligible for Step increases; provided however,
16 employees receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those
17 awards, provided that their performance is rated outstanding each succeeding year. Once an above Step
18 10 award is lost, it shall not be reinstated.

19 5.4 Professional education shall be compensated at the rate of twenty dollars (\$20.00) per month
20 for successful completion of each International Association of Assessing Officers (IAAO) course
21 beginning with Course 102. The following courses qualify under this program (however, all courses
22 must be approved in advance by the Employer to qualify for reimbursement):

23

| IAAO Foundation Program: | |
|---------------------------------|--|
| 24 Course 102: | Income Approach to Valuation 25 (SREA Course 201 or MAI Course 1B may be substituted for 26 this Course) |
| 27 Course 103: | Development and Writing Narrative Appraisal Reports |

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| IAAO Advanced Program: | |
|-------------------------------|---|
| Course 201: | Appraisal of Land |
| Course 202/112: | Income Approach to Valuation II |
| Course 207: | Industrial Property Appraisal |
| Course 300: | Fundamentals of Mass Appraisal |
| Course 301: | Mass Appraisal of Residential Property |
| Course 302: | Mass Appraisal of Income-Producing Property |
| Course 303: | Computer-Assisted Assessment Systems |
| Course 305: | CAMA Valuation Model Building |

5.4.1 In addition to those courses set forth within Section 5.4, employees shall also be compensated twenty dollars (\$20.00) per month for the successful completion of any of the following courses:

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

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

5.4.2 Employees shall also be eligible for compensation at the rate of seventy-five dollars (\$75.00) per month for any of the following professional designations:

- Washington State Certified Real Estate Appraiser - General or Residential;
- International Association of Assessing Officers - CAE, RES, CMS or PPS;
- Appraisal Institute - MAI, SRPA or SRA;
- American Society of Appraisers - ASA;
- National Association of Independent Fee Appraisers - IFA, IFAS, IFAA or IFAC;
- Certified Public Accountant; and
- Any other professional designation approved in advance by the Employer.

5.4.3 The sum of compensation provided pursuant to Sections 5.4, 5.4.1 and 5.4.2 shall

1 in no instance exceed two hundred dollars (\$200.00) per month per employee. Eligibility for
2 compensation for any specific course shall cease ten years after the date of course completion; however,
3 employees may, with advance approval, repeat a course in order to maintain eligibility for compensation.
4 The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth
5 within Appendix "A."

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1 **ARTICLE 6: HOURS OF WORK**

2 6.1 Except as modified below, the workweek shall consist of five (5) consecutive standard
3 workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall
4 normally be scheduled Monday through Friday. The working hours of each day shall normally be
5 between 6:00 A.M. and 6:00 P.M., for which the regular hourly rate on the appropriate salary schedule
6 shall be paid as set forth in Appendix "A" of this Agreement.

7 6.1.1 The workweek for employees working a four (4) day workweek schedule shall
8 consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch
9 period, and shall normally be scheduled Monday through Thursday, between 6:00 A.M. and 6:00 P.M.

10 6.2 Workweek schedules shall not be altered for the purpose of avoiding the payment of
11 overtime. No employee shall be required to work on the employee's scheduled day off in lieu of the
12 employee's scheduled workday. Nothing herein shall be construed as meaning that any employee shall
13 receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with
14 Section 7.1 or 7.1.1.

15 6.3 Each employee shall be assigned a regular starting time which shall not be changed prior to
16 the beginning of the following week without the mutual consent between the employee and the
17 Employer. In the event an employee's starting time is changed prior to the beginning of the following
18 week, the employee shall be paid in accordance with the provisions of Article 7.

19 6.3.1 Employees may have starting and ending times, and work days, which are different
20 than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the
21 Employer.

22 6.4 Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift
23 worked.

24 6.5 The Employer shall have the right to discontinue the four (4) day workweek schedule for
25 any reason provided at least four (4) weeks prior notification is given, after which the terms and
26 conditions of five (5) day week schedule portions of this Agreement shall become operative. Nothing in
27 this Section shall be interpreted in such a way so as to prevent individual employees from returning to a
28 five (5) day workweek schedule with one (1) week prior notification by the Employer.

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

8 6.6.1 Section 6.6 does not apply to any situation where the Assessor or designee
9 officially closes operations in the Department of Assessments because of adverse weather conditions, or
10 orders employees to leave the work site. In that event, employees shall be paid for the normally
11 scheduled work day.

1 **ARTICLE 7: OVERTIME**

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

6 7.1.1 Employees on a four (4) day schedule shall be paid at the rate of one and one-half
7 (1-1/2) times the employee's straight-time hourly rate of pay for all hours worked in excess of ten (10)
8 hours in one day, exclusive of lunch period, or forty (40) hours in one week.

9 7.2 A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where
10 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rate.

11 7.2.1 A callout is defined as any situation where the employee has left work and is
12 subsequently contacted and required to return to work prior to the employee's next scheduled work shift.

13 7.2.2 Scheduled overtime is not a callout and shall be paid at the straight time rate until
14 the employee qualifies for time and one-half pay pursuant to Sections 7.1 or 7.1.1.

15 7.3 All overtime shall be authorized in advance by the Department Director or designee in
16 writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a
17 regularly scheduled workday for the individual crew.

18 7.4 Emergency work at other than the normally scheduled working hours, or special scheduled
19 working hours not enumerated above, shall be credited as such. This unscheduled and emergency
20 overtime shall be compensated as overtime and in the event this overtime work is accomplished prior to
21 the normal working hours and the employee subsequently works the employee's regular shift, the
22 employee's regular shift shall be compensated at regular time.

23 7.5 If any provision of this Article conflicts with minimum standards established by RCW
24 49.46, then that provision shall be automatically amended to provide the minimum standards.

25 7.6 **Compensatory Time** - With mutual agreement of the Employer and employee,
26 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time
27 may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be
28 approved unless the employee's absence during the period requested will unduly disrupt the operations

1 of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in
2 which it is earned unless such utilization is not feasible due to the work demands of the position, in
3 which case the employee may request and the department director or designee may approve the
4 carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory
5 hours must be used within the first quarter of the new year.

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1 **ARTICLE 8: HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 9: VACATIONS**

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

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

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

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

28 9.4 Vacation may be used in fifteen (15) minute increments at the discretion of the

1 Department Director or designee.

2 9.5 Temporary employees shall not be granted vacation benefits.

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

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

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

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

28 9.9.1 If a Division Director wishes to generally prohibit or limit vacations during a

1 particular period of time, employees shall be notified in writing one (1) month prior to
2 commencement of the period of restriction. Such notice shall specify the extent of the
3 prohibition/limitation and its duration.

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

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1 **ARTICLE 10: LEAVES**

2 **10.1 Sick Leave** - All regular full-time employees, regular part-time employees, and term
3 limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours per
4 compensated hour, up to a maximum of seven (7) hours per month for full-time employees. The
5 maximum monthly accrual for part-time employees shall be pro-rated according to the employee's
6 regularly scheduled weekly hours.

7 **10.1.1** During the first six (6) months of service, a leave-eligible employee may, at the
8 Division Manager's discretion, be permitted to use any accrued vacation as an essential extension of
9 used sick leave. If an employee does not work a full six (6) months, any vacation credit used for sick
10 leave must be reimbursed to the Employer upon termination.

11 **10.1.2** Sick leave benefits shall accrue starting with the first of the month following
12 the month the employee commenced employment. An employee shall not be entitled to sick leave if
13 not previously earned.

14 **10.1.3** Sick leave may be used in fifteen (15) minute increments at the discretion of
15 the Department Director or designee.

16 **10.1.4** There shall be no limit to the hours of sick leave benefits accrued by an
17 employee.

18 **10.1.5** Accrued sick leave shall be paid for the following reasons:

- 19 a. Illness of the employee, employee's spouse or domestic partner, or
20 employee's dependent child;
- 21 b. Noncompensable injury of an employee (e. g., those injuries generally not
22 eligible for Worker's Compensation payments);
- 23 c. Employee disability due to pregnancy or childbirth;
- 24 d. Employee exposure to contagious diseases and resulting quarantine;
- 25 e. Employee keeping medical, dental or optical appointments.

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

27 **10.1.6** Separation from King County employment, except by retirement or reason of
28 temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the

1 employee. Should the employee resign in good standing and return to the Employer within two (2)
2 years, accrued sick leave shall be restored.

3 **10.1.7** Accrued Sick leave may be used for absence due to temporary disability caused
4 or contributed by pregnancy.

5 **10.1.8** Sick leave because of an employee's physical incapacity shall not be approved
6 when the injury is directly traceable to simultaneous employment other than with King County.

7 **10.1.9** The Employer shall reimburse those employees who have at least five (5) years
8 service and retire as a result of length of service or who terminate by death thirty-five percent (35%)
9 of their unused accumulated sick leave. All payments shall be made in cash, based upon the
10 employee's rate of pay on the last day of County employment, less mandatory withholdings, and
11 there shall be no deferred sick leave reimbursement.

12 **10.1.10** Employees injured on the job shall not simultaneously collect sick leave and
13 Worker's Compensation payments greater than the net regular pay of the employee. In the event an
14 employee shall be entitled to benefits or payments under the Worker's Compensation Act, the employee
15 may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the
16 Employer shall pay only up to the maximum of the difference between the benefits and payment
17 received under such insurance or act by such employee and the employee's regular rate of compensation
18 that the employee would have received from the Employer if able to work. The foregoing payment by
19 the Employer shall be limited to the period of time that such employee has accumulated paid leave
20 credits as specified herein.

21 **10.1.11** Employees who have been employed the entire previous calendar year and who
22 use thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick
23 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 |

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

4 **10.2 Family Care and Bereavement** - Regular full-time employees shall be entitled to three (3)
5 working days of bereavement leave per occurrence, due to death of members of their immediate family,
6 as defined in Section 10.2.5; and in addition, shall be entitled to bereavement leave due to death of a
7 sibling, grandparent, or grandchild of the employee or the employee's spouse or domestic partner. One
8 additional day of bereavement leave per occurrence may be approved by the Department Director or
9 designee if the circumstances warrant (e.g., the employee must travel a long distance to attend a funeral,
10 or is responsible for funeral or estate arrangements).

11 **10.2.1** Regular full-time employees and regular part-time employees who have
12 exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for
13 each occurrence when death occurs to a member of the employee's immediate family.

14 **10.2.2** Use of accrued sick leave shall be approved for an employee to care for
15 immediate family members who are seriously ill, as provided by the Washington State Family Care Act.
16 Employees with twelve (12) months or more of King County service, who have actually worked 910
17 hours or more during the previous twelve (12) months, may use accrued sick leave to care for family
18 members as provided in the King County Family and Medical Leave Ordinance (KCC 3.12.220). Up
19 to one (1) day's absence may be authorized for the employee to be at the hospital on the day of the birth
20 of the employee's child.

21 **10.2.3** As provided in the King County Family and Medical Leave Ordinance (KCC
22 3.12.220), eligible employees may be granted up to eighteen (18) weeks unpaid leave due to the
23 employee's own serious health condition, or for care of a member of the employee's immediate family.
24 The Employer will continue its contribution toward health insurance coverage during a leave taken
25 under KCC 3.12.220.

26 **10.2.4** In the application of any of the foregoing provisions, when a holiday or regular
27 day off falls within the prescribed period of absence, it shall not be deducted from the employee's
28 accrued sick leave balance.

1 **10.2.5** For purposes of family care under the King County Family and Medical Leave
2 Ordinance, the immediate family shall include the employee's spouse or domestic partner, the
3 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
4 employee's spouse or domestic partner, or an individual who stands or stood *in loco parentis* to the
5 employee, the employee's spouse or domestic partner.

6 **10.2.6** To the extent that Washington State law provides more extensive benefits for use
7 of paid leave for family care, the Union and Employer recognize that state law shall prevail.

8 **10.3 Union Officer Leave** - An employee elected or appointed to office in the Union which
9 requires a part or all of the employee's time shall be given leave of absence up to one (1) year without
10 pay upon application.

11 **10.4 Jury Leave** - All regular employees ordered on a jury shall be entitled to their regular pay;
12 provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County
13 Finance and Business Operations Division of the Department of Executive Services. Employees shall
14 report back to their work Supervisor when dismissed from jury service.

15 **10.5 Military Leave** - A leave of absence for active military duty or active military training
16 duty shall be granted to eligible employees in accordance with applicable provisions of state and/or
17 Federal Law; provided, that a request for such leave shall be submitted to the Assessor in writing by the
18 employee and accompanied by a validated copy of military orders ordering such active duty or active
19 training duty.

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.

18 **11.4 Trial Service** - When an employee is promoted from one bargaining unit classification to
19 another bargaining unit classification with a higher salary range, and does not successfully complete
20 probation in the higher classification, the employee is entitled to return to a position in the former
21 classification if available, or an equivalent position at the same salary range if the employee is qualified.
22 If no such appointment is available, the employee shall have recall rights as defined in Section 11.2
23 above.

24 **11.5** Employees who are eligible for recall may accept temporary or term-limited temporary
25 appointments without jeopardy to their recall rights.
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1 **ARTICLE 12: MEDICAL, DENTAL, VISION, LIFE INSURANCE AND TEAMSTERS**

2 **PENSION**

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

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

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

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

1 **ARTICLE 13: TRANSPORTATION**

2 **13.1 Parking** - Employees who have been assigned by the Employer to use their personal
3 automobile in the performance of their duties shall be provided free parking during assigned working
4 hours at the Employer's facilities. However, parking shall not be provided to any employee who has
5 been notified no later than the prior work day that such employee shall not be required to use the
6 employee's automobile in the performance of duties on a particular work day.

7 **13.1.1** The parking provided shall be on a space available and weather and surface
8 conditions permitting basis in the Employer designated parking facilities. If feasible, the Employer will
9 provide parking within four blocks of the King County Administration Building.

10 **13.1.2** The Employer shall also pay all reasonable and Employer approved fees up to a
11 maximum of thirteen dollars (\$13.00) per day for parking expenses, verified by presentation of a receipt,
12 incurred by employees using their personal automobiles in the performance of their duties in areas
13 distant from Department of Assessments facilities.

14 **13.1.3** If the Employer is unable to provide free parking at its facilities, employees shall
15 be paid the average daily rate prevalent in the commercial parking lots bounded by the Seattle streets
16 Fourth Avenue on the west, Fifth Avenue on the east, Yesler Way on the north, and Main Street on the
17 south and bisected by Washington Street.

18 **13.2 Automobile Use Reimbursement** - Employees who have been assigned by the
19 Department to use their personal vehicles in the performance of their duties shall be paid an automobile
20 expense allowance by the Employer on the following basis:

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

24 b. An employee who is assigned to drive more than half of the Monday through
25 Thursday work days per month will receive the full fixed amount as set forth in 13.2.1 below. An
26 employee who is assigned to drive up to half the Monday through Thursday work days per month will
27 receive one-half of the fixed amount.

28 c. An employee who normally receives one-half of the fixed amount will receive the full

1 fixed amount for any calendar month in which the employee actually drives on County business more
2 than half the work days in the month. The additional driving days may include Fridays.

3 d. An additional variable amount per mile driven by the employee in the performance of
4 work; and

5 e. A depreciation allowance of for each one thousand (1,000) miles exceeding fifteen
6 thousand (15,000) miles driven in the service of the Employer in the calendar year. Such allowance
7 shall be paid as a supplement to the December automobile expense allowances.

8 **13.2.1** The standard vehicle used by Runzheimer International, Inc. to establish costs for
9 the automobile expense allowance set forth within Section 13.2 shall be the make and model of the
10 successful low bid mid-sized car, whether purchased or not, established in King County's or the State of
11 Washington's annual fleet replacement bids.

12 a. Runzheimer International, Inc. shall be instructed to use the "standard plan"
13 assumptions in all non-specified factors; however, costs of insurance shall be excluded.

14 b. The amount of work related mileage recognized shall be the average number
15 of miles driven in the service of the Employer by all employees covered under terms of this Agreement
16 who were assigned to use their vehicle twelve (12) months during the immediately previous calendar
17 year. The retentional cycle specified shall be four (4) years/sixty thousand (60,000) miles.

18 c. The percent of fixed cost shall be fifty-seven and one tenth per cent (57.1%)
19 for employees working a Monday through Thursday four (4) day work week schedule and assigned to
20 drive more than half the work days per month, and one-half of that amount for employees assigned to
21 drive up to half the work days per month.

22 **13.2.2** If the Employer changes the work week schedule to five (5) days, the full fixed
23 cost monthly allotment shall be converted to seventy-one and four tenths percent (71.4%).

24 **13.2.3** In any calendar month wherein the employee is assigned to use the employee's
25 automobile and actually works fifty per cent (50%) or more of the Fridays available to work as overtime,
26 seventy-one and four tenths per cent (71.4%) shall be the recognized full fixed cost monthly percentage
27 paid to each such individual who works more than half the work days per month including Fridays. One
28 half the amount shall be paid the employees who work up to half the work days per month including

1 Fridays.

2 **13.2.4** The minimum monthly fixed amount shall be adjusted January 1st of each year as
3 advised by Runzheimer International, Inc.

4 **13.2.5** The additional variable amount per mile shall be adjusted quarterly (January 1st,
5 April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

6 **13.2.6** The depreciation allowance per one thousand (1,000) miles exceeding fifteen
7 thousand (15,000) miles per year shall be adjusted annually as advised by Runzheimer International, Inc.

8 **13.2.7** The expense associated with the subscription to the Runzheimer service shall be
9 borne by the Employer.

10 **13.2.8** Employees who are required to provide a personal vehicle for use in the service
11 of the Employer and who are assigned to temporary or permanent office duty not requiring the use of
12 their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a
13 mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such
14 removal. The first day of removal from mileage shall always coincide with the first calendar day of a
15 month. If an employee is assigned to temporary or permanent office duty, that employee will not be
16 required to have a personal vehicle available for use on County business.

17 **13.2.9** Employees who are absent from work, whether in pay status or not, or in a
18 non-driving assignment for any reason other than action taken solely at the Employer's discretion, in
19 excess of two work weeks, shall be paid the applicable fixed amount for the month when the absence
20 or non-driving assignment begins, plus per mile compensation for the month. No more payments
21 shall be made, from the first day of the month after the absence or non-driving assignment begins, until
22 the employee returns to a driving assignment;

23 Upon return to a driving assignment, the employee shall be paid a prorated percentage (total
24 number of working days remaining in the month starting with the day of return to a driving assignment /
25 (divided by) the total number of working days in the subject month X (times) the full minimum fixed
26 amount) plus per mile compensation for the first month of return to a driving assignment.

27 **13.2.10** New employees shall receive a prorated portion of the minimum fixed amount
28 which equals the percentage of work days remaining in the month they are initially assigned to use their

1 personal vehicle.

2 **13.2.11** Employees whose employment has been terminated for any reason whether
3 voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the
4 percentage of work days said employees were employed in their last month of employment. No further
5 payments shall be made which relate to days or months occurring after the employee's last day of
6 physical presence at work.

7 **13.2.12** Assignment of pool vehicles and use of personal vehicles on County business
8 shall be at the sole discretion of management. Employees may be required to use their personal vehicle
9 in carrying out their assigned duties as a condition of employment and in accordance with the terms of
10 this Article, except that employees who are not compensated with at least half the monthly fixed amount
11 as provided in 13.2.1 shall not be required to use their personal vehicles for County business. By mutual
12 agreement between the employee and Employer, an employee whose duties require driving on a limited
13 or intermittent basis may be reimbursed at the current IRS mileage rate or use a pool vehicle.

14 **13.2.13** Employees who are required to drive on County business shall, on request by the
15 Employer, verify that they have a current, valid driver's license. Employees are required to notify their
16 supervisor immediately if their license is suspended or revoked.

17 **13.3 Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the
18 performance of the employee's duties, the individual may report back to the office that day and perform
19 office assignments as assigned or take vacation for the remainder of the day.

20 **13.3.1** The Employer shall reimburse to the employee expenses associated with towing
21 when such towing is the result of road conditions. The Employer shall not reimburse towing expenses
22 when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of
23 same.

24 **13.3.2** Employees claiming towing expenses shall submit a receipt for the towing
25 expense which clearly displays the date of subject tow, and a brief written description of the
26 circumstances which led to the need for towing.

27 **13.4 Employee Transportation Program** - Eligible employees, as determined by their
28 respective employment status, shall receive transportation benefits in accord with the County-wide 1998

1 King County Employee Transportation Program.

2 **13.5 Driving and Productivity** – Workload expectations shall take into consideration whether
3 an employee uses a personal vehicle or a pool vehicle.

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1 **ARTICLE 14: MISCELLANEOUS**

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

7 **14.1.1** In the event the Employer requires an employee to attend a meeting, for purposes
8 of discussing an incident which may lead to suspension, demotion or termination of that employee, the
9 employee shall be advised of the employee's right to be accompanied by a representative of the Union.
10 If the employee desires Union representation in said matter, the employee shall notify the Employer at
11 that time and shall be provided a reasonable time to arrange for Union representation.

12 **14.1.2** If at any level the Employer determines to bring disciplinary action against an
13 employee for any reason, the employee shall be apprised of the rights of appeal and representation as
14 provided for in the Grievance Procedure of this Agreement.

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

21 **14.3 Higher Classification** - The Employer shall not, except as modified below, assign
22 employees in the bargaining unit to duties normally assigned to individuals of a higher classification for
23 purposes of accomplishing departmental requirements. The Employer shall attempt to identify
24 departmental manpower needs and if duties of a higher classification are required, appropriate
25 promotional procedures shall be followed.

26 **14.3.1** In situations where an employee is assigned work in a higher classification for a
27 specified length of time, not exceeding three (3) months, normal promotional procedures shall not be
28 required.

1 14.3.2 Employees performing work in a higher classification in excess of ten (10)
2 working days, when properly assigned, shall receive the recruiting level salary for that classification or
3 five percent (5%) above their present salary, whichever is greater, for all time so assigned.

4 14.4 **Field Work** - Employees within the Auditor Appraiser Assistant classification may be
5 assigned to field work as required.

6 14.5 **Accreditation** - Employees within the Appraiser Assistant classification shall be advanced
7 from Pay Range forty-one (41) to Pay Range forty-six (46) upon successful completion of the
8 educational requirements necessary for Washington State Accreditation for Assessors and permanent
9 assignment to the Appraisal Division. Appraiser Assistants compensated at Pay Range forty-five (45)
10 may be assigned to place value for the maintenance function.

11 14.6 Employees within the Auditor Appraiser Assistant classification shall be advanced from
12 Pay Range forty-one (41) to Pay Range forty-six 46 upon successful completion of a course list
13 approved by the Department of Assessments. Maintenance of Pay Range 46 requires completion of
14 continuing education requirement approved by the Department of Assessments. Employees currently at
15 Pay Range 46 shall be allowed one year from the effective date of this Agreement to complete course
16 requirements. Auditor Appraiser Assistants compensated at Pay Range forty-six (46) may be assigned to
17 place and/or estimate value on personal property up to fifty thousand dollars (\$50,000) at businesses
18 limited to one location.

19 14.7 **County and State Boards and Accreditation** – Appraiser I’s, Appraiser II’s and Senior
20 Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals
21 and appear on behalf of the County in a court of law as part of the duties of their respective job
22 classifications.

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

1 **14.7.2** Employees hired as residential or commercial appraisers must obtain and
2 maintain Washington State Accreditation for Assessors as a condition of employment. Recently
3 appointed employees must take the necessary classes and examinations at the first opportunity after they
4 are appointed. Employees who do not pass any required examination on the first attempt must re-take
5 the examination at the next opportunity. Employees who do not pass the examination on the second
6 attempt will be dismissed from their Appraiser positions. Any appraiser who fails to obtain and maintain
7 Washington State Accreditation may be terminated for just cause.

8 **14.8 Labor-Management Conference Committee** – The Employer shall establish a joint
9 Labor-Management Conference Committee which shall be comprised of participants from both the
10 Employer and the Union. Each party shall have the sole right to select its participants. The function of
11 the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as
12 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
13 between the employees, the Employer and the Union. Either the Employer or the Union may request a
14 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party
15 requesting the meeting shall do so in writing listing the issues they wish to discuss.

16 **14.9 Safety Standards** – The Employer agrees to comply with all applicable Federal, State, and
17 local laws and regulations regarding health and safety. Employees shall not be subject to discipline for
18 reporting safety violations to management.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2 15.1 The Employer recognizes the importance and desirability of settling grievances promptly
3 and fairly in the interest of continued good employee relations and morale. To accomplish this, every
4 effort shall be made to settle grievances at the lowest possible level of supervision. Employees shall be
5 unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking
6 adjudication of their grievances.

7 15.2 A grievance shall be defined as an issue raised by an employee relating to the
8 interpretation, application or violation of the employee's rights, benefits or conditions of employment as
9 contained in this Agreement. The Union shall not be required to press employee grievances if, in the
10 Union's opinion, such lack merit.

11 15.3 Grievances shall be processed in accordance with the following procedure.

12 15.3.1 **STEP 1** – A grievance shall be verbally presented by the aggrieved employee,
13 and the Union representative if the employee wishes, within ten (10) calendar days of the occurrence of
14 such grievance to the employee's immediate Supervisor. The immediate Supervisor shall gain all
15 relevant facts and shall attempt to adjust the matter and notify the employee within five (5) working
16 days. If a grievance is not pursued to the next level within ten (10) calendar days, it shall be presumed
17 resolved.

18 15.3.2 **STEP 2** – If, after thorough discussion with the immediate Supervisor, the
19 grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce
20 the grievance to writing, outlining the facts as they are understood. The written grievance shall then be
21 presented to the Division Director for investigation, discussion and written reply. The Division Director
22 shall issue a written decision to the aggrieved employee and the Union within ten (10) working days. If
23 the grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed
24 resolved.

25 15.3.3 **STEP 3** – If, after thorough evaluation, the decision of the Division Director has
26 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
27 Department Director or designee. All letters, memoranda and other written materials previously
28 submitted to lower levels of supervision shall be made available for the review and consideration of the

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

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

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

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

23 **15.5** The arbiter's fee and expenses and any court reporter's fee and expenses shall be borne
24 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.
25 Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal
26 representation.

27 **15.6** No matter may be arbitrated which the Employer by law has no authority over, has no
28 authority to change, or has been delegated to any Civil Service Commission or Personnel Board as

1 defined in RCW 41.56.

2 15.7 There shall be no strikes, cessation of work or lockout during such conferences or
3 arbitration.

4 15.8 At any step, the parties may by mutual agreement engage a mutually acceptable, neutral
5 third party to serve as a mediator. If mediation is not successful, either party may submit the dispute to
6 arbitration within thirty (30) days after the mediator or one of the parties declares impasse.

7 15.9 A grievance shall be initiated at the step at which the Employer representative has the
8 authority to resolve the grievance.

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

2 16.1 The Employer and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any
5 work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties,
6 sick leave absence which is not bona fide, or other interference with County functions by employees
7 under this Agreement and should same occur, the Union shall take appropriate steps to end such
8 interference. Any concerted action by any employee in any bargaining unit shall be deemed a work
9 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be
10 considered as an automatic resignation. Such resignation may be rescinded by the Department Director
11 if the employee presents satisfactory reasons for the employee's absence within three (3) calendar days
12 of the date the employee's automatic resignation became effective.

13 16.2 Upon notification in writing by the Employer to the Union that any of its members are
14 engaged in a work stoppage, the Union shall immediately, in writing, order such members to
15 immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.
16 In addition, if requested by the Employer, a responsible official of the Union shall publicly order such
17 Union's members to cease engaging in such a work stoppage.

18 16.3 Any employee who commits any act prohibited in this Article shall be subject, in
19 accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may
20 be applicable to such employee.

21 16.4 Notwithstanding other provisions of this Article, no employee covered by this Agreement
22 will be subject to discipline solely for a refusal to cross a picket line of a strike sanctioned by the
23 appropriate Central Labor Council or by Teamsters Joint Council 28.

1 **ARTICLE 17: WAIVER CLAUSE**

2 17.1 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
5 Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each agree to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically
7 referred to or covered in this Agreement.

8 17.2 All letters, agreements and understandings in effect prior to the effective date of this
9 Agreement are deemed null and void as of the effective date of this Agreement.

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1 **ARTICLE 18: SAVINGS CLAUSE**

2 18.1 Should any part hereof or any provisions herein contained be rendered or declared invalid
3 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided however, upon such invalidation the parties shall meet and 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, 2009 through December 31, 2010.

5 19.2 The parties agree to initiate negotiations for a successor agreement no later than
6 June 1, 2010.

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8 APPROVED this 15th day of April, 2009.

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12 By: 
13 for King County Executive
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17 Public, Professional and Office-Clerical Employees and Drivers,
18 Local Union No. 763, affiliated with the International Brotherhood
of Teamsters:

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20 
21 David Grage
22 Secretary-Treasurer
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APPENDIX "A"
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
January 1, 2009 through December 31, 2010

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, 2009 through December 31, 2010. The cost of living adjustment shall be as provided in A.2 below.

| CLASSIFICATION | Pay Range Square Table |
|---|------------------------------|
| Appraiser Assistant | 41 |
| Appraiser Assistant (Accredited) | 46 |
| Assessments Analyst | 53 |
| Assessments Auditor | 55 |
| Auditor Appraiser Assistant | 41 |
| Auditor Appraiser Assistant (Accredited) | 46 |
| Auditor Appraiser Assistant (Grandfathered) | 45 |
| Auditor Appraiser I | 49 |
| GIS Specialist - Entry | 55 |
| GIS Specialist - Journey | 60 |
| Commercial Appraiser I | 52 |
| Commercial Appraiser II | 58 |
| Current Use Evaluations Specialist | 57 |
| IT Systems Specialist - Journey | 56 |
| Mapping Unit Supervisor | 63 |
| Residential Appraiser I | 50 |
| Residential Appraiser II | 56 |
| Appraiser - Senior | 63 |
| Auditor Appraiser - Senior | 63 |

1 A.2 Effective January 1, 2009, the base rates of pay on the Square Table salary schedule shall
2 be increased by ninety percent (90%) of the CPI-W (September 2007 to September 2008) for all U.S.
3 Cities. In no event shall such increase be less than a minimum of two (2) percent nor greater than a
4 maximum of six (6) percent.

5 Effective January 1, 2010, the base rates of pay on the Square Table salary schedule for 2009
6 shall be increased by ninety percent (90%) of the CPI-W (September 2008 to September 2009) for all
7 U.S. Cities. In no event shall such increase be less than a minimum of two (2) percent nor greater
8 than a maximum of six (6) percent.

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

12 **A.4 Auditor Appraiser Assistant (Grandfathered)** - For the duration of this Agreement, the
13 Auditor Assistant (Grandfathered) job class shall be compensated at pay Range 45.

1 MEMORANDUM OF AGREEMENT

2

3 **Bi-weekly Payroll** - If during the life of this Agreement the County adopts a biweekly payroll

4 plan, the parties agree to adopt the plan. The right to define and implement a new payroll system,

5 including but not limited to a biweekly payroll system, is vested exclusively in King County.

6 Implementation of such system may include a conversion of wages and leave benefits into hourly

7 amounts and the parties recognize King County's exclusive right to make the changes necessary to

8 implement such payroll system. The County agrees to provide ninety (90) days notice to the Union

9 and the affected employees prior to any change of payroll schedule. The County acknowledges its

10 obligation to bargain the effects of such change.

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13 APPROVED this 15th day of April, 2009.

14

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17 By: 

18 King County Executive

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

24 

25

26 David Grage
Secretary-Treasurer

27

MEMORANDUM OF AGREEMENT

Attachment B

BY AND BETWEEN

KING COUNTY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 763

Representing employees in

DEPARTMENT OF ASSESSMENTS

Subject: Extension of 2004 – 2006 collective bargaining agreement

The parties, King County (the County) and Teamsters Local 763 (the Union) agree as follows:

1. Except as provided in this Agreement, all terms and conditions of the 2004 – 2006 collective bargaining agreement between the parties will remain in effect through December 31, 2008.
2. Effective January 1, 2007, all rates of pay in effect on December 31, 2006, will be increased by two per cent (2%).
3. Effective January 1, 2008, all rates of pay in effect on December 31, 2007, will be increased by two and forty-nine one hundredths per cent (2.49%).
4. Effective January 1, 2008, the rates of pay for the specified job classifications will be increased one pay range on the 2008 Hourly Squared Table, as set forth below:

| CLASSIFICATION | PAY RANGE Square Table |
|---|---------------------------|
| Appraiser Assistant | 41 |
| Appraiser Assistant (Accredited) | 46 |
| Assessments Analyst | 53 |
| Assessments Auditor | 55 |
| Auditor Appraiser Assistant | 41 |
| Auditor Appraiser Assistant (Accredited) | 46 |
| Auditor Appraiser Assistant (Grandfathered) | 45 |
| Auditor Appraiser I | 49 |
| Commercial Appraiser I | 52 |
| Commercial Appraiser II | 58 |
| Current Use Evaluations Specialist | 57 |
| Mapping Unit Supervisor | 63 |
| Residential Appraiser I | 50 |
| Residential Appraiser II | 56 |
| Senior Appraiser | 63 |
| Senior Auditor Appraiser | 63 |

Employees will be placed on the new pay range in the same pay step that would be in effect on January 1, 2008, on the previous pay range.

This Agreement will be in effect when ratified by the parties, including approval by the King County Council, and will remain in effect through December 31, 2008

APPROVED this 15th day of April, 2009.

By:

Kurt Engelt
for King County Executive

SIGNATORY ORGANIZATION:

David Grage
David Grage
Secretary-Treasurer

CONTRACT SUMMARY

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

TERM OF CONTRACT: January 1, 2009, through December 31, 2010

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

NEGOTIATOR: Karen Place

| COUNCIL POLICY | COMMENTS |
|---|---|
| ➤ REDUCTION-IN-FORCE: | Reduction in force is based on seniority. |
| ➤ INTEREST-BASED BARGAINING: | By mutual agreement the parties employed a conventional bargaining process. |
| ➤ VACATION ACCRUAL & SICK LEAVE CASHOUT: | Vacation accrual and sick leave cashout are as provided in King County Code. |
| ➤ DIVERSITY IN THE COUNTY'S WORKFORCE: | The agreement includes a comprehensive EEO/non-discrimination provision. |
| ➤ CONTRACTING OUT OF WORK: | Contracting out bargaining unit work is prohibited except in emergency situations. |
| ➤ LABOR / MANAGEMENT COMMITTEES: | The agreement provides for a labor-management committee. |
| ➤ DISCIPLINE & GRIEVANCES: | Discipline is for just cause. The grievance procedure has three internal steps, and provides for binding arbitration. |
| ➤ MEDIATION: | Grievance mediation is provided with mutual agreement. |
| ➤ CONTRACT CONSOLIDATION: | Not applicable. |
| ➤ BENEFITS TRUST PLAN: | Not applicable. |
| ➤ HEALTH BENEFITS COST SHARING: | Health benefits are in accordance with agreements established by the Joint Labor Management Insurance Committee. |

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

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

| COUNCIL POLICY | COMMENTS |
|---|--|
| ➤ RELEASE TIME: | In accordance with policy, employees participated in negotiations on paid release time. |
| ➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS: | The parties initiated negotiations in October, 2006. Negotiations were in abeyance from February through September of 2008 because a petition for a change of representation was pending with the Public Employment Relations Commission. Negotiations resumed in November and the parties reached agreement December 3, 2008. |
| ➤ TIMELINESS OF IMPLEMENTATION: | In accordance with policy, the agreement will be implemented in a timely manner after it is enacted by Council, signed by the Executive, and is in effect as an ordinance. |
| ➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES: | Use of part-time and temporary employees is as provided by County Code. |
| ➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES: | Use of leave for personal and family medical reasons is as provided by County Code and State law. |

| MISCELLANEOUS CONTRACT ISSUES: | |
|---|--|
| ➤ BIWEEKLY PAY: | A Memorandum of Agreement included in the contract provides for implementation of biweekly pay. |
| ➤ INTEREST ARBITRATION ELIGIBLE: | Employees covered by this agreement are not eligible for interest arbitration. |
| ➤ NO STRIKE PROVISION: | The agreement includes a comprehensive no-strike provision. |
| ➤ ADDITIONAL LEAVE PROVISIONS: | The agreement provides for leaves for jury duty, family care, bereavement and military services consistent with County Code and/or state law. In addition a one-year unpaid leave is allowed for an employee elected or appointed to a union office. |
| ➤ HOURS OF WORK: | Employees covered by this agreement work a 35-hour week, with the hourly rate of pay based on a 40-hour schedule. |
| ➤ PERFORMANCE EVALUATIONS: | The agreement provides for performance evaluations, and employees receive evaluations annually. |



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

| |
|--|
| Name of Agreement |
| Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) and Memorandum of Agreement |
| Labor Negotiator |
| Karen Place |

| | |
|---|------------|
| <i>Prosecuting Attorney's Review</i> | Yes |
| <i>Executive Letter</i> | Yes |
| <i>Fiscal Note</i> | Yes |
| <i>Six Point Summary</i> | Yes |
| <i>King County Council Adopted Labor Policies Contract Summary</i> | Yes |
| <i>Ordinance</i> | Yes |
| <i>Original Signed Agreement(s)</i> | Yes |
| <i>Does transmittal include MOU/MOA? Yes x1</i> | Yes |

| |
|--|
| <i>Six Point Summary of changes to the attached agreement:</i> |
| 1. A Memorandum of Agreement extends the terms and conditions of the expired 2004-2006 agreement through December 31, 2008. |
| 2. Included in the Memorandum of Agreement is a provision for a one-range pay increase effective January 1, 2008, for most bargaining unit classifications, based on a market survey of comparable classifications in other local public agencies. |
| 3. The agreement has added language to specify that pay increase upon promotion will be the first step of the new pay range, or the equivalent of two pay steps, whichever is higher. |
| 4. There is language to re-open to negotiate participation in the Teamsters Pension Trust if a majority of the bargaining unit members vote in favor; pension participation shall not result in an increase in employees' compensation. |
| 5. As a cost-saving measure the parties have agreed to an automobile use reimbursement allowance of half the full rate, for employees who are assigned to drive no more than half the work days in a month. |
| 6. As a cost-saving measure the parties have agreed to reduce the period of time an employee receives the automobile use reimbursement allowance while absent from work for two or more weeks. |



FISCAL NOTE

| | | |
|---|---|--|
| Ordinance/Motion No. | Collective Bargaining Agreement | |
| Title: | Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) | |
| Effective Date: | 1/1/07 – 12/31/08 and 1/1/09-12/31/10 (2 year Contract Extension (2007-2008), 2 year Contract (2009-2010)) | |
| Affected Agency and/or Agencies: | Department of Assessments | |
| Note Prepared by: | Matt McCoy, Labor Relations Analyst, HRD, DES | Phone: 205-8004 |
| Department Sign Off: | Rich Medved, Administrative Services Director | Phone: 296-5113 |
| Note Reviewed by: | Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/> | Greg Shiring, Budget Analyst Phone: 296-3461 |

EXPENDITURES FROM:

| Fund Title | Fund Code | Department | 2007 and 2008 Retro | 2009 | 2010 |
|--------------|-----------|------------|---------------------|-------------------|-------------------|
| CX | 10 | Assessor | \$ 802,736 | \$ 470,606 | \$ 431,875 |
| TOTAL | | | \$ 802,736 | \$ 470,606 | \$ 431,875 |

EXPENDITURE BY CATEGORIES:

| Expense Type | Dept Code | Department | 2007 Base | 2007 and 2008 Retro | 2009 | 2010 |
|--------------|-----------|------------|---------------------|---------------------|-------------------|-------------------|
| Salaries | | Assessor | \$ 7,412,358 | \$ 659,023 | \$ 386,649 | \$ 354,828 |
| OT | | | \$ 364,586 | \$ 32,991 | \$ 19,046 | \$ 17,478 |
| PERS & FICA | | | \$ 1,244,312 | \$ 110,722 | \$ 64,911 | \$ 59,569 |
| TOTAL | | | \$ 9,021,256 | \$ 802,736 | \$ 470,606 | \$ 431,875 |

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 1/1/2007 – 12/31/2008 and 1/1/2009 - 12/31/2010.
- Wage Adjustments & Effective Dates:**
 - COLA:** 2.0% for 2007, 2.49% for 2008, 4.88% for 2009 and assumed 4.27% for 2010.
 - Other:** 1 range pay increase for most positions in the bargaining unit (excludes IT positions) retroactive to 1/1/2008.
 - Retro/Lump Sum Payment:** Retro COLA back to 1/1/2007.
- Other Wage-Related Factors:**
 - Step Increase Movement:** Contract provisions unchanged.
 - PERS/FICA:** Payroll taxes estimated to be 16%.
 - Overtime:**
- Other Cost Factors:**

April 15, 2009

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

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Collective Bargaining Agreement and one Memorandum of Agreement. The Memorandum of Agreement extends the terms and conditions of the prior contract for the period of January 1, 2007, through December 31, 2008, along with a 2008 pay range increase and the standard cost of living increases for 2007 and 2008. The successor collective bargaining agreement covers the period of January 1, 2009, through December 31, 2010. These agreements cover approximately 140 employees in the Department of Assessments.

The employees covered by these agreements determine the value of commercial and residential property in King County for assessment purposes; defend appraisals before the Board of Equalization and/or the State Tax Appeals Board; and collect, analyze and maintain data related to residential and commercial property assessments. They also identify and value new construction, which yields several million dollars in additional revenue for King County and the various taxing districts. The King County Department of Assessments is recognized by the International Association of Assessment Officers as a model for other governments to emulate; and its web site was recognized for its excellence as a vehicle for public information.

The wage settlements include an increase of one pay range (approximately 2.4%) effective January 1, 2008, for the Appraiser and related job classifications. The increase is based on a market survey of comparable jobs in other local public agencies. The cost-of-living increases for 2007, 2008, 2009 and 2010 follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

The Honorable Dow Constantine

April 15, 2009

Page 2

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

If you have questions, please contact Jim Johnson, Acting Labor Relations Manager, at 206-296-8556 at your convenience.

Sincerely,

Ron Sims
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Acting Labor Relations Manager, HRD, DES

*** COMPANION LEGISLATION ***



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 28, 2009

Ordinance

Proposed No. 2009-0281.1

Sponsors Gossett

1 AN ORDINANCE making a supplemental appropriation of
2 \$660,000 to assessments; and amending the 2009 Budget
3 Ordinance, Ordinance 16312, Section 39, as amended.
4

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. There is hereby approved and adopted an ordinance making a
7 supplemental appropriation of \$660,000 to assessments to implement the collective
8 bargaining agreement and memorandum of agreement negotiated by and between King
9 County and Public, Professional & Office-Clerical Employees and Drivers, Teamsters
10 Local 763 representing employees in the department of assessments.

***** COMPANION LEGISLATION *****

April 15, 2009

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

Dear Councilmember Constantine:

This letter transmits a proposed ordinance increasing the budget for the Department of Assessments by \$660,000 to fund the labor agreement between King County and Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763. The ordinance amends the 2009 Adopted Budget Ordinance 16312, Section 39. The Memorandum of Agreement documenting the agreement extends the terms and conditions of the prior contract for the period of January 1, 2007, through December 31, 2008, along with a 2008 pay range increase and the standard cost of living increases for 2007 and 2008. The successor collective bargaining agreement covers the period of January 1, 2009, through December 31, 2010. These agreements cover approximately 140 employees in the Department of Assessments.

The 2009 adopted budget for Assessments includes funding for \$1.21 million dollars of the \$1.87 million - which is the total cost of the labor agreement. The requested amount of \$660,000 is for the unbudgeted portion of the agreement related to one-time retroactive pay for COLA from January 1, 2007 and a one-step pay increase from January 1, 2008. Funding for the supplemental will come from reserves established in the General Fund financial plan.

***** COMPANION LEGISLATION *****

The Honorable Dow Constantine

April 15, 2009

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Thank you in advance for your review of the enclosed documents and for your timely action on this ordinance. Please contact Beth Goldberg, Deputy Director, Office of Management and Budget, at 206-263-9727, if you have any questions regarding the supplemental.

I certify that funds are available.

Sincerely,

Ron Sims
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget (OMB)
Beth Goldberg, Deputy Director, OMB
Helene Ellickson, Budget Supervisor, OMB
Greg Shiring, Budget Analyst, OMB
The Honorable Scott Noble, King County Assessor
Rich Medved, Administrative Services Director, King County Assessor's Office
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Ken Guy, Director, Finance and Business Operations Division, DES

***** COMPANION LEGISLATION *****

4 The portion of the \$1,870,000 million dollar settlement that is already accounted for in the 2009 Assessments budget is \$1,210,000. That amount includes \$850,000 in salary and benefits lines and \$360,000 in the salary and wage contingency account. The remaining unmet need in 2009 is 1,870,000 - 850,000 - 360,000, or \$660,000. This supplemental budget request is a one-time request and will fund the unmet retro payment portion of the settlement. There will be no out year impact for this payment, as the ongoing portion of the settlement is already captured in the budget.

LABOR FISCAL
NOTE

| | 2007 cola | 2008 Cola | 2009 cola | 2007/2008 | 2009 |
|---|------------|------------------------------------|-------------|--|--|
| | | 2008 cola and range increase | 4.88% | Net cost to cover all retro payments through end of 2008 - the 2007 cola (2%), 2008 (2.49%)cola, and one range increase (2.4%) | Net new annual cost for 2009 cola (4.88%) NOTE: This number is not cumulative of past colas and range increase |
| 2007 | \$ 180,425 | \$180,425 | \$180,425 | \$ 802,736 | \$470,606 |
| 2008 | | \$441,886 | \$441,886 | | |
| 2009 | | | \$470,606 | | |
| | \$180,425 | \$622,311 | \$1,092,917 | | |
| Grand Total, cumulative, Labor fiscal note* | | \$1,895,652 | | | |

Updated cost projection, April 2009 \$ 1,870,000 (Relies on more recent payroll data and projections, overtime experience, and payroll tax estimates)

Amount already in Dept budget \$1,210,000 This amount was set aside in various stages in 2008 budget development as negotiations progressed.

Approp.

\$660,000 Amount not set aside, bridging the gap

*Labor fiscal note finalized in December, 2008