

**Master Labor Agreement (MLA) - Appendix 45**  
**Agreement Between King County**  
**And**  
**Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763**  
**Department of Assessments**  
**[220]**

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	NON-DISCRIMINATION.....	1
ARTICLE 3:	RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION.....	1
ARTICLE 4:	RIGHTS OF MANAGEMENT.....	4
ARTICLE 5:	STEP ADVANCEMENT AND PROFESSIONAL EDUCATION.....	4
ARTICLE 6:	HOURS OF WORK .....	6
ARTICLE 7:	OVERTIME.....	8
ARTICLE 8:	HOLIDAYS.....	9
ARTICLE 9:	VACATIONS .....	10
ARTICLE 10:	LEAVES.....	11
ARTICLE 11:	LAYOFF, RECALL, AND JOB VACANCIES.....	12
ARTICLE 12:	MEDICAL, DENTAL, VISION, LIFE INSURANCE AND TEAMSTERS PENSION .....	13
ARTICLE 13:	TRANSPORTATION.....	14
ARTICLE 14:	MISCELLANEOUS .....	15
ARTICLE 15:	GRIEVANCE PROCEDURE .....	17
ARTICLE 16:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	17
ARTICLE 17:	WAIVER CLAUSE.....	18
ARTICLE 18:	DURATION .....	19
ADDENDUM A:	CLASSIFICATIONS AND PAY RANGES .....	20
MEMORANDA OF AGREEMENT:		
FOUR DAY WORK WEEK .....		22
CLARIFICATION OF ARTICLE 13, TRANSPORTATION, IN TENTATIVELY AGREED TO COLLECTIVE BARGAINING AGREEMENT .....		24

**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, 2018 through December 31, 2020**

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

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17           **3.8 Bulletin Boards and Union Communications** – Pursuant to the Master Labor Agreement,  
18 Article 23.

19           **3.9 Voluntary Payroll Deduction for Political Contributions** - Democratic, Republican,  
20 Independent Voter Education (D.R.I.V.E.). The employer agrees to deduct from the paycheck of all  
21 employees covered by this Agreement voluntary contributions to D.R.I.V.E.

22           D.R.I.V.E. shall notify the employer of the amounts designated by each contributing  
23 employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked.  
24 The phrase “weeks worked” excludes any week other than a week in which the employee earned a  
25 wage. The employer shall transmit to D.R.I.V.E. National Headquarters on a bi-weekly basis, in one  
26 check the total amount deducted along with the name of each employee on whose behalf a deduction  
27 is made, the employee’s social security number and the amount deducted from the employee’s  
28 paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually the

1 employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

2 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

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

8       **5.1** The classifications of employees covered by this Agreement and the corresponding rates of  
9 pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

10       **5.2** Newly-hired employees shall be placed at Step 1 of their respective Pay Range, or at a  
11 higher step at the Employer's discretion, and advanced to the next step after the successful  
12 completion of a probation period. Advancement to the next step may be denied upon serving written  
13 notice to the employee specifying the reason thereof. An employee who is promoted from a position  
14 covered by this Agreement will be placed either in the first step of the new salary range or at the step  
15 which is the equivalent of two steps (approximately five per cent) more than the employee's former  
16 salary step, whichever is greater, but not to exceed the top step of the new range. A promoted  
17 employee, who does not successfully complete their probationary period, shall have return rights as  
18 set forth in Section 11.4 of this Agreement.

19       **5.3** Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase  
20 on January 1st of each year, provided their performance is satisfactory. An employee must complete  
21 his/her probationary period prior to October 1st to be eligible for a Step increase the following January  
22 1st.

23       **5.3.1** Employees at Step 10 are not eligible for Step increases; provided however,  
24 employees receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those  
25 awards, provided that their performance is rated outstanding each succeeding year. Once an above Step  
26 10 award is lost, it shall not be reinstated.

27       **5.3.2 Probation** - Employees hired into regular positions will serve at least a six (6)  
28 month probation period. The probation period may be extended by the Employer at his/her discretion,

1 not to exceed one (1) year.

2           **5.3.3** An employee who resigns in good standing may be rehired in the same  
3 classification or in a lower classification in the same classification series without written examination if  
4 the employee is rehired within two years after termination/separation date as recorded in the Human  
5 Resources Information System of Record and if the employee meets the current education, experience,  
6 and physical qualifications for the position. The employee must serve a probationary period. Benefits  
7 eligible employees who are rehired with two years of the date defined above may be eligible for  
8 restoration of vacation accrual rate and previous sick leave balances.

9           **5.4.** Employees shall be eligible for compensation at the rate of one hundred dollars (\$100.00)  
10 per month for any of the following professional designations:

11                   Washington State Certified Real Estate Appraiser - General or Residential;  
12                   International Association of Assessing Officers - CAE, RES, CMS or PPS;  
13                   National Association of Independent Fee Appraisers - IFA, IFAS, IFAA or  
14                   IFAC;

15                   Certified Public Accountant; and

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

17           **5.4.1** Employees shall be eligible for compensation at the rate of one hundred fifty  
18 dollars (\$150.00) per month for the following professional designations:

19                   Appraisal Institute - MAI, SRPA or SRA;

20                   American Society of Appraisers - ASA;

21           **5.4.2** The additional compensation shall not be restricted by the maximum salary step of  
22 the pay plan set forth within Appendix "A."

23           **5.4.3 Tuition Reimbursement** – Pursuant to the Master Labor Agreement, Article 36  
24 and as supplemented below. The employer will provide tuition reimbursement up to a minimum of  
25 two hundred and fifty dollars (\$250.00) in each year of this agreement. Tuition reimbursement above  
26 and beyond two hundred and fifty dollars (\$250.00) per year shall be pursuant to DOA policy and  
27 budget constraints. To receive tuition reimbursement, employees must meet the following conditions:

- 28                   • Complete an Expense Claim Form;

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

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

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

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

6.1.1 The workweek for employees is a four (4) day workweek schedule which shall consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch period, and shall normally be scheduled Monday through Thursday or Tuesday through Friday, between 6:00 A.M. and 6:00 P.M. The County will make a good faith effort to meet its coverage needs by first assigning schedules based on employee preference. Schedules will be assigned in reverse seniority should the volunteer levels be insufficient.

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

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

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

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

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

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

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

18           **6.6.1** Section 6.6 does not apply to any situation where the Assessor or designee  
19 officially closes operations in the Department of Assessments because of adverse weather conditions, or  
20 orders employees to leave the work site. In that event, employees shall be paid for the normally  
21 scheduled work day.

22           **6.7 Telecommuting** - The employer shall allow employees to participate in the employer's  
23 telecommuting program, identified in the King County Telecommuting Policy (Executive Policy PER  
24 18-4 (AEP) provided the employee has completed their initial probationary period. Employees who  
25 have been promoted or reclassified may still telecommute, provided they have met all other  
26 telecommuting criteria.

27           **6.7.1** The telecommuting policy shall be administered equally to all employees  
28 covered by this agreement.



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

#### **ARTICLE 7: OVERTIME**

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

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

7.2 **Callout** – Pursuant to the Master Labor Agreement, Article 33.

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

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

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

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

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

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.

## 6 **ARTICLE 8: HOLIDAYS**

7 Pursuant to the Master Labor Agreement, Article 10, except as amended below.

8 **8.1** For all employees employed on a five (5) day workweek schedule, whenever a holiday falls  
9 upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a  
10 Saturday, the preceding Friday shall be observed as the holiday.

11 **8.2** For all employees employed on a four (4) day work schedule during any week in which a  
12 holiday occurs, the Department of Assessments shall observe the holiday on the appropriate day;  
13 provided however, sufficient staff will be required to enable the Department to remain open for four (4)  
14 days except during Thanksgiving week. To accommodate the office remaining open for four (4) days,  
15 sufficient employees shall be required to work to maintain a reasonable level of service as scheduled by  
16 the Department Director. These employees shall be provided a substitute day off in conjunction with the  
17 preceding or following weekend. When a holiday falls on an unscheduled workday, employees shall be  
18 provided a substitute day off on either the preceding Thursday or Friday or the following Monday or  
19 Tuesday.

20 **8.3** Holidays paid for but not worked shall be recognized as time worked for the purpose of  
21 determining weekly overtime.

22 **8.4** Work performed on holidays shall be paid for at one and one-half (1-1/2) times the  
23 employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.

24 **8.5** All holidays shall be observed in accordance with RCW 1.16.050, as amended.

25 **8.6** In lieu of receiving two (2) personal holidays, leave eligible four (4) day per week  
26 employees who are off on the observed holiday will not lose their regular daily compensation.

27 **8.6.1** Four (4) day per week employees temporarily assigned to a five (5) day work week  
28 shall receive one and three-fourths (1-3/4) hours of credited vacation time for each holiday occurring

1 during the said employee's assignment to a five (5) day work week schedule.

2 **ARTICLE 9: VACATIONS**

3 Pursuant to the Master Labor Agreement, Article 9 and 35 except as amended below.

4 **9.1** Eligible employee shall accrue vacation leave for each hour in regular pay status,  
5 exclusive of overtime. An employee shall not be granted vacation benefits if not previously accrued  
6 by the employee.

7 **9.2** Any employee separating from County service who has not taken the employee's earned  
8 vacation, if any, shall receive the hourly equivalent of the employee's salary for each hour of earned  
9 vacation based upon the rate of pay in effect for such employee on the last day he/she actually  
10 worked; provided however, employees who are hired on or after January 1, 1986, who are eligible for  
11 participation in the Public Employee's Retirement System Plan I, shall not be compensated for more  
12 than four hundred twenty (420) hours of earned vacation at the time of retirement. For employees  
13 hired on or after January 1, 1986, vacation hours earned in excess of four hundred twenty (420)  
14 hours, and those employees hired on or after January 1, 2018, vacation hours earned in excess of  
15 three hundred twenty (320) hours must be used prior to the employee's date of retirement or such  
16 excess hours shall be lost. When separation is caused by death of an employee, payment shall be  
17 made to the estate of such employee, or in applicable cases, as provided by State law.

18 **9.3** With the approval of the Department Director, Employees may continue to accrue  
19 additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or  
20 work assignments, accrued vacation would otherwise be lost. Employees who leave King County  
21 employment for any reason shall be paid for their unused vacation up to the maximum specified  
22 herein. Employees must use vacation leave in excess of the maximum accrual amount on or before  
23 the last day of the pay period that includes December 31 of each year unless the employee has  
24 received approval according to King County policies and procedures to carry over excess vacation  
25 into the following year.

26 **9.4 Vacation Scheduling** - Vacation requests shall be in writing. A vacation of one (1) day  
27 or less shall be requested at least three (3) working days in advance. A vacation of more than one (1)  
28 day shall be requested two (2) weeks in advance. If the need arises, an individual may contact the

1 employer and request emergency vacation. Approval of emergency vacation shall be at the discretion  
2 of the employer.

3           **9.4.1** If a Division Director wishes to generally prohibit or limit vacations during a  
4 particular period of time, employees shall be notified in writing one (1) month prior to  
5 commencement of the period of restriction. Such notice shall specify the extent of the  
6 prohibition/limitation and its duration.

7           **9.4.2** All vacation requests shall receive a definite written yes or no response within  
8 one (1) week of submission of same. Should a vacation request be denied the employer shall provide  
9 the employee a written response as to the reason. Once approved, vacation shall not be rescinded.  
10 There shall be no limitations as to the timing of the vacation request submissions.

11 **ARTICLE 10: LEAVES** - Pursuant to the Master Labor Agreement, Article 34 except as  
12 supplemented below.

13           **10.1** Employees who have been employed the entire previous calendar year and who use  
14 thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick  
15 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

16  
17  
18  
19  
20  
21  
22           Requests for such conversion of hours shall be filed by the eligible employee with the  
23 employee's Supervisor in writing no later than January 31st of the year following achievement of  
24 eligibility.

25           **10.2 Family Care and Bereavement** – Pursuant to the Master Labor Agreement, Articles 4, 7,  
26 8, 11.

27           **10.3 Union Officer Leave** - Pursuant to the Master Labor Agreement, Article 22.

28           **10.4 Jury Leave** - Pursuant to the Master Labor Agreement, Article 5.

1           **10.5 Military Leave** - Pursuant to the Master Labor Agreement, Article 2.

2           **10.6 Leave Donations** - Pursuant to the Master Labor Agreement, Article 6.

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

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

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

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

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

24                   **11.1.4** Employees laid off from their classification may bump into other positions in the  
25 bargaining unit if they meet all of the following criteria:

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

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

1 The employee electing to bump meets the qualifications of the position into which the employee  
2 proposes to bump.

3 Employees displaced from their classification by the bumping procedure may also utilize the  
4 bumping procedure.

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

9 **11.2 Recall** - Employees laid off or bumped from their classification shall be recalled in order of  
10 bargaining unit seniority on the date of layoff. The period for recall shall be two (2) years from date of  
11 layoff or bump. Outside recruitment will not be used if there are persons eligible and available for recall.

12 **11.3 Job Vacancy** - Pursuant to the Master Labor Agreement, Article 18.

13 **11.4 Trial Service** - When an employee is promoted from one bargaining unit classification to  
14 another bargaining unit classification with a higher salary range, and does not successfully complete  
15 probation in the higher classification, the employee shall be entitled to return to their former position if  
16 available, a position in the former classification if available, or to an equivalent position at the same  
17 salary range if the employee is qualified. If no such vacancy is available, the employee may be laid off  
18 and shall have recall rights as defined in Section 11.2 above.

19 **11.5** Employees who are eligible for recall may accept temporary or term-limited temporary  
20 appointments without jeopardy to their recall rights.

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

22 **PENSION**

23 Pursuant to the Master Labor Agreement, Article 25, except as supplemented below.

24 **12.1** The County agrees to re-open negotiations during the term of this Agreement upon  
25 request by the Union, solely for the purpose of negotiating procedures and policies for employees  
26 covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust  
27 (WCTPT). The County and the Union understand and agree that the Union will conduct a  
28 membership vote to determine whether the bargaining unit will participate in WCTPT, and that if a

majority of members vote in favor of participation, all members must participate. The Parties further agree that participation in WCTPT shall not result in an increase of pay for any employee covered by this Agreement.

#### **ARTICLE 13: TRANSPORTATION**

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

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

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

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

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

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

**13.2 Automobile Use Reimbursement** - Employees who are required to use their personal

1 vehicles in the performance of their duties shall be paid at the current IRS mileage rate, except as  
2 provided in 13.2.1.

3           **13.2.1** Employees in the classification of Residential Appraiser I who are required to use  
4 their personal vehicle will receive either a fixed cost amount of fifty dollars (\$50) per month and one  
5 half (1/2) of the IRS rate, or the IRS rate, whichever is greater.

6           **13.2.2** Assignment of pool vehicles and use of personal vehicles on County business  
7 shall be at the sole discretion of management. Employees may be required to use their personal vehicle  
8 in carrying out their assigned duties as a condition of employment and in accordance with the terms of  
9 this Article.

10           **13.2.3** Employees who are required to drive on County business shall, on request by the  
11 Employer, verify that they have a current, valid driver's license. Employees are required to notify their  
12 supervisor immediately if their license is suspended or revoked.

13           **13.3 Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the  
14 performance of the employee's duties, the individual may report back to the office that day and perform  
15 office assignments as assigned or take vacation for the remainder of the day.

16           **13.3.1** The Employer shall reimburse to the employee expenses associated with towing  
17 when such towing is the result of road conditions. The Employer shall not reimburse towing expenses  
18 when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of  
19 same.

20           **13.3.2** Employees claiming towing expenses shall submit a receipt for the towing  
21 expense which clearly displays the date of subject tow, and a brief written description of the  
22 circumstances which led to the need for towing.

23           **13.4 Employee Transportation Program** - Pursuant to the Master Labor Agreement,  
24 Article 38.

25           **13.5 Driving and Productivity** - Workload expectations shall take into consideration whether  
26 an employee uses a personal vehicle or a pool vehicle.

27 **ARTICLE 14: MISCELLANEOUS**

28           **14.1 Discipline** - Pursuant to the Master Labor Agreement, Article 27 except as supplemented



1 below.

2           **14.1.1** In the event the Employer requires an employee to attend a meeting, for purposes  
3 of discussing an incident which may lead to discipline, such as, but not limited to, suspension,  
4 demotion or termination of that employee, the employee shall be advised of the employee's right to be  
5 accompanied by a representative of the Union. If the employee desires Union representation in said  
6 matter, the employee shall notify the Employer at that time and shall be provided a reasonable time to  
7 arrange for Union representation.

8           **14.1.2** If the Employer determines to bring disciplinary action against an employee for  
9 any reason, the employee shall be apprised of the rights of appeal and representation as provided for in  
10 the Master Labor Agreement, Article 26.

11           **14.1.3 Employee Files** - The employer shall provide a copy, within one (1) work  
12 week, to the employee of any non-disciplinary document added to or deleted from the employee's  
13 personnel file.

14           **14.2 Bargaining Unit Work** - Pursuant to the Master Labor Agreement, Article 16.

15           **14.3 Higher Classification** - Pursuant to the Master Labor Agreement, Article 37.

16           **14.4 Field Work** - Employees within the Auditor Appraiser Assistant classification may be  
17 assigned to field work as required.

18           **14.5 County and State Boards and Accreditation** - Appraiser I's, Appraiser II's and Senior  
19 Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals  
20 and appear on behalf of the County in a court of law as part of the duties of their respective job  
21 classifications.

22           **14.5.1** Employees hired as residential or commercial appraisers must obtain and  
23 maintain Washington State Accreditation for Assessors as a condition of employment. Recently  
24 appointed employees must take the necessary classes and examinations at the first opportunity after they  
25 are appointed. Employees who do not pass any required examination on the first attempt must re-take  
26 the examination at the next opportunity. Employees who do not pass the examination on the second  
27 attempt will be dismissed from their Appraiser positions. Any appraiser who fails to obtain and maintain  
28 Washington State Accreditation may be terminated for just cause.

1           **14.6 Labor-Management Conference Committee** - The Employer shall establish a joint  
2 Labor-Management Conference Committee which shall be comprised of participants from both the  
3 Employer and the Union. Each party shall have the sole right to select its participants. The function of  
4 the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as  
5 opposed to individual complaints, for the purpose of establishing a harmonious working relationship  
6 between the employees, the Employer and the Union. Either the Employer or the Union may request a  
7 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party  
8 requesting the meeting shall do so in writing listing the issues they wish to discuss.

9           **14.7 Safety Standards** - The Employer agrees to comply with all applicable Federal, State, and  
10 local laws and regulations regarding health and safety. Employees shall not be subject to discipline for  
11 reporting safety violations to management.

## 12 **ARTICLE 15: GRIEVANCE PROCEDURE**

13           Pursuant to the Master Labor Agreement, Article 26.

## 14 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

15           **16.1** The Employer and the Union agree that the public interest requires efficient and  
16 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
17 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any  
18 work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties,  
19 sick leave absence which is not bona fide, or other interference with County functions by employees  
20 under this Agreement and should same occur, the Union shall take appropriate steps to end such  
21 interference. Any concerted action by any employee in any bargaining unit shall be deemed a work  
22 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be  
23 considered as an automatic resignation. Such resignation may be rescinded by the Department Director  
24 if the employee presents satisfactory reasons for the employee's absence within three (3) calendar days  
25 of the date the employee's automatic resignation became effective.

26           **16.2** Upon notification in writing by the Employer to the Union that any of its members are  
27 engaged in a work stoppage, the Union shall immediately, in writing, order such members to  
28 immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.

1 In addition, if requested by the Employer, a responsible official of the Union shall publicly order such  
2 Union's members to cease engaging in such a work stoppage.

3 **16.3** Any employee who commits any act prohibited in this Article shall be subject, in  
4 accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may  
5 be applicable to such employee.

6 **16.4** Notwithstanding other provisions of this Article, no employee covered by this Agreement  
7 will be subject to discipline solely for a refusal to cross or work behind a picket line of a strike  
8 sanctioned by the appropriate Central Labor Council or by Teamsters Joint Council 28.

9 **ARTICLE 17: WAIVER CLAUSE**

10 **17.1** The parties acknowledge that each has had the unlimited right within the law and the  
11 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
12 collective bargaining. The results of the exercise of that right and opportunity are set forth within this  
13 Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each agree to  
14 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically  
15 referred to or covered in this Agreement.

16 **17.2** All letters, agreements and understandings in effect prior to the effective date of this  
17 Agreement are deemed null and void as of the effective date of this Agreement.

1 **ARTICLE 18: DURATION**

2 Pursuant to the Master Labor Agreement, Article 31.

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5 APPROVED this 15 day of MARCH, 2018.

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9 By: Dow Constant

10 King County Executive

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13  
14 Public, Professional & Office-Clerical Employees and Drivers,  
Teamsters Local 763 - Department of Assessments:

15  
16 Scott A. Sullivan

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

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

**A.1 Salary Ranges** - The following Salary Ranges of the King County 10-Step Hourly Squared Schedule below shall be in effect January 1, 2018 through December 31, 2020. These wages shall be modified as provided in A.2 below.

Job Class Code	PeopleSoft Job Code	Classification	Pay Range Square Table
2610100	261101	Appraiser - Assistant	41
2613100	261601	Appraiser - Senior	63
2622100	262301	Assessments Analyst	53
2616100	261901	Assessments Auditor	55
2614100	261701	Auditor Appraiser I	49
2617100	262002	Auditor Appraiser - Assistant	46
2615100	261801	Auditor Appraiser - Senior	63
2611100	261201	Commercial Appraiser I	52
2611200	261301	Commercial Appraiser II	58
2623100	262401	Current Use Evaluation Specialist	57
7322100	722103	GIS Specialist - Entry	55
7322200	722104	GIS Specialist - Journey	60
7220200	722201	Mapping Unit Supervisor	63
2612100	261401	Residential Appraiser I	50
2612200	261501	Residential Appraiser II	56

**A.2** The "2017-2018 Total Compensation agreement (Document Code: 000U0516) and its successor agreement shall apply to the above wage table.

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

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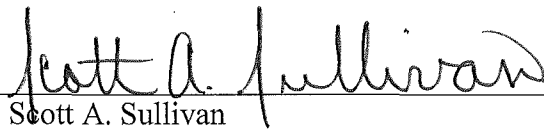
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1 The parties agree that, unless specified above or contained elsewhere within the Agreement,  
2 all terms and conditions of employment shall remain unaltered and in full force and effect for the  
3 duration of the Agreement.  
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8 Public, Professional & Office-Clerical Employees and Drivers,  
9 Teamsters Local 763 - Department of Assessments:

10   
11 Scott A. Sullivan  
12 Secretary-Treasurer  
13  
14

15 For King County:

16   
17

18 Sasha Alessi  
19 Labor Negotiator  
20 Office of Labor Relations  
21 King County Executive Office  
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**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS,**  
**TEAMSTERS LOCAL 763**  
**REPRESENTING EMPLOYEES IN THE DEPARTMENT OF ASSESSMENTS**

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

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

Pursuant to the recent discussions, the following shall apply:

**PARKING**

Employees will be reimbursed, or the County shall pay for parking, up to a maximum of one-half of the regular work days they are scheduled to work, up to one hundred one (101) or one hundred two (102) days per year. Parking beyond the applicable limit shall be the employee's sole responsibility.

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

There shall be no in and out privileges.

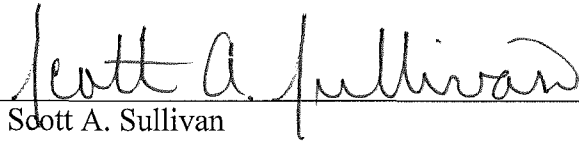
**AUTO REIMBURSEMENT**

Residential I employees required to have and use their personal vehicles in the performance of their field duties shall be compensated in accordance with ARTICLE 13, Section 13.2 each month they are required to have and use their personal vehicle. Should the County reassign a Residential I

1 employee to office duties or to temporary non-routine driving duties, then the employee will be  
2 compensated at the current IRS rate.

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

5  
6 Public, Professional & Office-Clerical Employees and Drivers,  
7 Teamsters Local 763 - Department of Assessments:

8   
9 \_\_\_\_\_

10 Scott A. Sullivan  
11 Secretary-Treasurer

12  
13 For King County:

14   
15 \_\_\_\_\_

16 Sasha Alessi  
17 Labor Negotiator  
18 Office of Labor Relations  
19 King County Executive Office