King County

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

March 4, 2014

Ordinance 17763

Proposed No. 2014-0071.2 **Sponsors** Lambert and Phillips

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention (Currently in Prevention Division)), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)) representing employees in the departments of community and human services and public health; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention (Currently in Prevention Division)), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)) representing employees in the departments of community and human services and public health and attached hereto as Attachments A and B, is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from September 1, 2012, through and including August 31, 2014.

Ordinance 17763 was introduced on 2/24/2014 and passed by the Metropolitan King County Council on 3/3/2014, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Melani Pedroza for

Anne Noris, Clerk of the Council

APPROVED this 6 day of MARCH 2014, ~~2013~~.

Dow Constantine, County Executive

Attachments: A. Agreement, B. Memorandum of Agreement

RECEIVED
2014 MAR -5 PM 3:51
KING COUNTY COUNCIL
CLERK

ATTACHMENT A

AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ALCOHOL, TOBACCO AND OTHER DRUGS PREVENTION
(Currently within Prevention Division)
AND
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

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PREAMBLE

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Office and Professional Employees International Union Local 8 (hereinafter referred to as the Union) representing employees in the Department of Public Health, Seattle and King County, and the King County Department of Community and Human Services. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the representation rights of public employees. It sets forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Employer and its employees. This Agreement and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 1: UNION MANAGEMENT RELATIONS

Section 1.1. Union Recognition. The Employer agrees to recognize the Union as the sole collective bargaining representative for all full-time, regular part-time, and temporary employees as referenced in Public Employment Relations Commission (PERC) Decision 5250 with the job titles in KC Departments of Public Health (Division of Alcohol, Tobacco and other Drugs Prevention (Currently within Prevention Division)) and Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division) listed in Addendum A of this collective bargaining agreement.

Section 1.2. Union Coverage. The Employer shall notify the Union within thirty (30) days of the establishment of any new classification in the Prevention Division, Department of Public Health or the Mental Health, Chemical Abuse and Dependency Services Division, Department of Community and Human Services. Upon request from the Union, the Employer shall consult with the

Union as to the appropriateness of including any new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the Public Employment Relations Commission. The Union and the Employer shall negotiate over the rate of pay for all new classifications in the bargaining unit.

Section 1.3. Union Security and Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also become a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 1.4. Nothing in this Article shall require an employee to join the Union if the employee qualifies for exemption based on a bona fide religious belief or on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall, every thirty (30) days, furnish proof that such payment has been made.

Section 1.4.(a). Nothing in this Article shall require an employee to join the Union who elects instead to pay the Union an agency fee as allowed by law.

Section 1.5. Rosters. Every six (6) months, upon request by the Union, the Employer shall send the Union a list of all employees covered by this Agreement and include their name, address, classification, rate of pay, hours worked, FTE status, and hire date.

Section 1.6. In the event an employee fails to apply for or maintain his/her membership in the Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days

after receipt of such notice, if the employee has not obtained membership in the Union, the services of such employee shall be terminated by the Employer.

Section 1.7. Union Insignia. Employees who are members of the Union in good standing shall be permitted to wear, during work hours, any type of Union insignia prescribed by their international or local organization. The wearing of such insignia by a Union member shall not be cause for discipline. This provision shall not excuse an employee from following any departmental dress code.

Section 1.8. Dues Deduction. The County agrees to deduct from the pay check of each employee who has authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the County.

Section 1.9. Bulletin Boards. The Department of Community and Human Services and Department of Public Health shall provide bulletin board space for the posting of Union-related material in areas accessible to bargaining unit members; provided, however, that said space shall not be used for notices which are political in nature. All material posted shall be officially identified as authorized for posting by the Union and a copy of all material to be posted will be provided to the Department Personnel Manager prior to or concurrent to posting. All material shall have an expiration date listed; once that expiration date has been reached said material may be removed by the Employer. The Union shall be allowed to post electronic mail notices on the King County electronic mail system if the notices meet the same requirement, provided the notices also comply with King County policies governing electronic mail and internet use. The parties understand and agree there is no guarantee of privacy of electronic mail messages. In no circumstances shall use of the County equipment interfere with normal operations or service to the public.

Section 1.10. Hold Harmless. The Union shall indemnify, defend, and hold the County harmless against any and all claims made and against any and all suits instituted against the County

arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under Sections 1.3, 1.6 and 1.8 of this Article.

Section 1.11. Union Notification. Within ten (10) days from assignment of any employee for regular employment, the Employer shall forward the Union a completed membership application form signed by that employee. The Employer shall notify the Union promptly of all employees leaving its employment.

Section 1.12. Visitation. An authorized Union representative may visit the work location of employees covered by this Agreement for the purpose of investigating grievances and observing working conditions. The visits shall not interfere with or disturb employees in the performance of their work nor interfere with the delivery of County services. The Union shall notify the Employer of such visits in advance. Except as may be provided in other provisions of this Agreement, department work hours shall not be used by employees for the conduct of Union business or the promotion of Union affairs (e.g., conduction of elections and other internal Union business).

The Union shall provide the department head and the Department HR staff as well as the Office of Labor Relations a written list of the names of all authorized Union staff representatives; said list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

Section 1.13. Shop Steward. The Employer agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer, a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings on work time. The Shop Steward's work shall not be unreasonably disrupted because of his/her participation in grievance matters.

Section 1.14. Present Conditions. No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or benefits from the application of this Agreement, unless such reduction is part of this Agreement.

ARTICLE 2: DEFINITIONS

Section 2.1. Probationary Employee. An employee who is employed in a career service position and is serving a probationary period. The probationary period is the period of time prior to the final step in the competitive screening process for career service appointments.

Section 2.2. Full-Time Regular Employees. Full-time regular employees are employees who have an established work schedule of not less than thirty-five (35) and not more than forty (40) hours per week and fill a full-time budgeted position.

Section 2.3. Part-Time Regular Employees. Part-time regular employees are employed in a part-time regular position and are regularly scheduled to work at least 910 hours in a year (35 hour work week) or 1040 hours in a year (40 hour work week). Part-time regular employees are members of the career service and are eligible for holidays, leave, and insured benefits.

Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees). Temporary employees are individuals employed in a temporary position, either full or part-time, employed on a temporary basis for less than 910 hours in a calendar year (35 hour work week) or 1040 hours in a calendar year (40 hour work week). Temporary employees shall be exempt from all provisions of this Agreement except for Section 1.6, Section 2.4, and Article 11 Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for the purposes of adjudicating grievances relating to Section 1.6, Section 2.4, and Article 11 of this Agreement. The Department will not use temporary employees to cause the reduction of existing bargaining unit positions.

Section 2.5. Temporary Employees' Pay. Temporary employees (other than term-limited temporary employees) whose work hours exceed the calendar year working hours threshold defined in Section 2.4 shall be eligible for pay in lieu of benefits as provided by King County ordinance (KCC 3.12.040).

Section 2.6. Term-limited Temporary Employees. Term-limited temporary employees are those employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service and may not be employed in term-limited temporary positions longer

than three years beyond the date of hire, except as provided in King County Code. Term-limited temporary employees are exempt from all provisions of this Agreement except those provisions that cover temporary employees as defined in Section 2.4 above. In addition, term-limited temporary employees are eligible for paid leaves, holidays, and insured benefits as provided by King County ordinance (KCC 3.12.040).

Section 2.7. Hourly (overtime-eligible) employees. Hourly employees are eligible for overtime in accordance with the provisions of the Fair Labor Standards Act and this collective bargaining agreement. These employees will be paid for all the hours they are required or permitted to work.

Section 2.8. Exempt employees. Exempt employees are those who occupy positions that are exempted from the overtime provisions of the Fair Labor Standards Act. Exempt employees are not eligible for overtime pay and are expected to work the hours necessary to perform the work. The core work week is forty (40) hours, with meal periods as scheduled by the employee. Exempt employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances, nor will the employees' pay be reduced.

Section 2.9. Seniority. Seniority is measured by the adjusted service date in a career service appointment in a classification and position covered by this Agreement. The adjusted service date shall include time in a temporary appointment (including term-limited temporary) if the temporary position was covered by this Agreement, and a break in service between the temporary and the career service appointment is no more than thirty calendar days.

ARTICLE 3: NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any bargaining unit member with respect to compensation, terms, conditions or privileges of employment by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, disability, union activity, or military service. Both parties agree personnel actions may be taken to accommodate disabilities as may be required under the American with Disabilities Act (ADA).

Complaints or charges under this Article may be pursued through Step 3 of the grievance

procedure set forth in Article 11 of this Agreement, and/or with appropriate local, state or federal equal employment opportunity agencies.

ARTICLE 4: EMPLOYMENT PRACTICES

Section 4.1. Discipline. Regular employees may be disciplined or discharged for just cause, which includes the concept of progressive discipline. The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance leading to disciplinary action. In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing prior to the effective date of the action except in emergency situations. A copy of said notice shall be sent to the Union.

Employees shall have the right to the attendance of a Union representative at disciplinary and/or investigatory meetings. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for a representative to be present. If the employer has not informed the employee prior to the meeting of the meeting's purpose and of the employee's right to have a representative present, the employee may request adjournment for a reasonable time period until a representative can be present.

Section 4.2. Personnel Files. The employees covered by this Agreement may examine their personnel files in the department's personnel office in the presence of the department Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in their file. Employees shall be notified of any materials related to disciplinary actions to be placed in their personnel files. Employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary actions, or any other material to be included in the personnel file.

Section 4.3. Employer Policies. All written department policies and procedures addressing working conditions specified in this Agreement for employees covered by this Agreement shall be furnished to the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks notice of any such written policies.

Section 4.4. Performance Evaluations. The Employer shall maintain a performance evaluation system relating to employees covered by this Agreement. The performance evaluation

system shall be used as a method in measuring an employee's performance. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated.

The evaluation must be prepared prior to and presented to the affected employee at an evaluation conference which usually will be conducted by the person writing the evaluation. The evaluatee has the responsibility to participate in the evaluation conference and to improve work performance in any area where performance deficiencies are found to exist.

The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks after the conference, comment in writing relative to the substance of the evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

Employees appointed to regular, career service positions shall be evaluated at least once during their probationary period and no less than annually thereafter. Normally, evaluations during the probationary period will occur at two months and four months after the date of the probationary appointment.

Section 4.5. Position Vacancies. The County and the Union mutually agree on the desirability of providing opportunities for current employees to seek promotions and other career opportunities within the County. The County will ensure that employees covered by this Agreement receive notice of all career service positions within the bargaining unit that are available for application. All bargaining members who complete the application process, and are qualified, will be considered as candidates for career service job openings within the bargaining unit. If the qualifications of a regular career service bargaining unit candidate are equal with the qualifications of another candidate, the regular bargaining unit employee shall receive preference for appointment. If two career service bargaining unit candidates are equally qualified, the most senior employee shall be appointed.

Section 4.5.(a). Work Assignment. When there is an opportunity for bargaining unit

employees to be assigned to work on a special project of limited duration, or to be assigned temporarily to perform the duties of a high-level job class, management shall notify the qualified bargaining unit members and allow an opportunity for employees to volunteer to be considered for the assignment. If two bargaining unit candidates are equally qualified, the most senior employee will receive the assignment.

Section 4.6. Probation Period. An employee appointed to a career service position shall serve a probation period, which normally shall be six months from the date of appointment to a classification. The probation period may be extended provided the employee and union representative are notified of the extension prior to the expiration the initial six months, but probation shall not exceed twelve months in any case.

ARTICLE 5: HOURS OF WORK

Section 5.1. Workweek/Workday. For regular full-time employees, between seven (7) and eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours in any one week, between the hours of 7:00 a.m. and 5:00 p.m., or five (5) consecutive days, shall constitute a normal workweek. It is understood that the Employer may change the hours of any job where the working hours no longer meet the requirement of the work flow.

Section 5.1.(a). With the approval of the employer, employees may flex their schedules to fulfill their job responsibilities.

Section 5.2. Meal and Break Periods. Each seven (7) or eight (8) hour workday for overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each. One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour overtime period. Employees required to remain in the workplace during their meal period shall be paid.

Section 5.3. Overtime. All time worked by an overtime-eligible employee in excess of forty (40) hours in one work week (except as provided in Section 6.8), shall be considered overtime and paid for at the overtime rate. All overtime requires prior authorization by the Employer. With mutual

agreement between the Employer and employee, overtime work may be compensated with compensatory time off at the rate of one and one-half times the time worked.

Section 5.3.(a). Employees required to work four (4) or more hours beyond their regular shift shall be provided a meal allowance consistent with County ordinance. Rest breaks and meal periods during overtime work will be provided consistent with State laws.

Section 5.4. Workweek. Nothing in Article 5 shall limit the Employer's ability to offer the Employee an alternative work schedule. Employees may have flexible work schedules with the mutual consent of the employee and the Employer. Requests by the employee to work an alternative work schedule shall not be unreasonably denied by the Employer.

Section 5.5. Call-In Pay. Should an overtime-eligible employee be called in to work on a scheduled day off or after normal working hours, the employee shall receive not less than two (2) hours pay at the applicable rate. An employee shall be deemed to have been called in only when the employee receives notice of work after having left the work site. If an employee receives such notice of work before leaving the work site, but after the end of the preceding regular shift, the employee shall be deemed to have worked continuously.

Section 5.6. Inclement Weather. Should weather conditions prevent an employee from reporting to work the following shall apply:

1. Employees shall notify their supervisors as soon as they are aware they are unable to report for work.

2. Employees may request and supervisors may approve the use of compensatory time, vacation time, or leave without pay to cover time loss due to inclement weather.

3. Sick leave may not be used to cover time loss due to inclement weather.

4. Upon prior approval by the Employer, employees may report to work at another work facility closer to their residence in the event of inclement weather.

Section 5.7. Training. When management approves an employee to attend a training program, the training will be considered paid work time, and the County will pay program fees and pay travel expenses in accordance with County reimbursement policies.

ARTICLE 6: HOLIDAYS

Section 6.1. Holidays Observed. The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
MLK Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Section 6.2. Personal Holidays. Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. These days can be used in the same manner as any vacation day earned. Administration of this benefit shall be consistent with King County Ordinance. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year.

Section 6.3. Holiday Pay Qualification. An employee must be in paid status on the day prior to and the day following a holiday to be eligible for holiday pay.

Section 6.4. Work on a Holiday. Work performed on holidays by overtime-eligible employees shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular holiday pay.

Section 6.5. Holidays falling on Saturday shall be observed the preceding Friday unless

otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.

Section 6.6. Proration of Paid Holidays for Part-time Employees. A regular part-time employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon straight time hours compensated during the pay period prior to the pay period in which the holiday falls.

Section 6.7. Holiday Pay for Alternative Work Schedules. Holiday benefits shall be based on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a day. Employees scheduled to work an alternative work week shall be granted no more than ninety-six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per week schedule. An employee working an alternative schedule, such as four ten-hour days, during which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to receive ten (10) hours of pay for the holiday.

Section 6.8. Holidays and Overtime. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining overtime eligibility, except for paid time off taken as a personal holiday as defined in Section 6.2 above.

ARTICLE 7: VACATION

Section 7.1. Accrual.

Section 7.1.(a). Full-time Regular and Term-limited Temporary employees shall accrue vacation pursuant to County ordinance:

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

Section 7.1.(b). Regular and Term-limited Temporary Part-time Employees shall accrue vacation prorated to the number of hours the employee actually works.

Section 7.2. Use of Accrued Vacation.

Section 7.2.(a). An eligible employee may accumulate a vacation balance of up to sixty (60) days (480 hours). The maximum is 420 hours for employees with a 35 hour work week. Eligible employees shall continue to accrue vacation in excess of the maximum during the calendar year in

which they reach the maximum; however, they must use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year, unless the employee has received approval in accordance with County policies and procedures to carry over excess vacation into the following year. Employees who leave King County employment after at least six months of service will be paid for their unused vacation up to the maximum specified herein.

Section 7.2.(b). Employees may use accumulated vacation with pay after completing one thousand forty (1040) hours or six (6) calendar months, whichever occurs first.

Section 7.2.(c). The minimum vacation allowance to be used by an employee shall be fifteen minutes. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) shall not normally use leave in increments of less than one work day.

Section 7.2.(d). After six (6) months service, upon termination of employment for any reason, employees shall be paid for all unused vacation.

Section 7.2.(e). Upon the death of an employee in active employment, pay shall be issued for any unused vacation.

Section 7.3. Vacation Scheduling. The Department and Division management shall arrange vacation time for employees on such schedules as will least interfere with the functions of the Department but which accommodate the desires of the employee to the greatest degree possible. Employee vacation requests shall be approved or denied in writing within ten (10) workdays after submission to the Employer. Scheduled vacation shall not be denied once approved by the Employer, except in an emergency. When two or more employees submit vacation requests simultaneously and only one request can be approved, the employees will first attempt to resolve the matter among themselves. If it is not resolved, the request of the most senior employee will be approved.

Section 7.4. Vacation Usage Prior to a Leave of Absence. Employees must use all accrued vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an exception is approved by the King County Human Resources Division Director.

Section 7.5. Retirement and Vacation Accrual Pay-Off. Employees who are eligible for participation in the Public Employees' Retirement System (PERS), shall be compensated for accrued

vacation upon retirement in accordance with PERS regulations and state law.

ARTICLE 8: SICK LEAVE

Section 8.1. Accrual. Employees shall accrue and use sick leave consistent with King County ordinance. Sick leave with pay shall be earned by all regular and term-limited temporary employees at the rate of .04616 times the number of hours in pay status, exclusive of overtime, up to a maximum of eight hours per month. There shall be no maximum on accrual of sick leave. New employees shall accrue sick leave from date of hire.

Section 8.2. Use of Accrued Sick Leave.

Section 8.2.(a). Employees may use accrued sick leave in accordance with applicable federal, state, and local laws, including using sick leave for the illness or injury to the employee, serious illness or injury to spouse, domestic partner or relatives living with and dependent upon the employee, medical or dental care for the employee, and for maternity or paternity leave. An employee is entitled to all benefits of this Agreement while using earned sick leave, including the accrual of sick leave, vacation, holiday pay, retirement, and health and welfare benefits.

Section 8.2.(b). Department management shall be responsible for proper administration of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness to the appointing authority for any requested sick leave absences of more than three (3) working days or if abuse of sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

Section 8.2.(c). If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she shall notify the department immediately upon return to work. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

Section 8.3. Sick Leave Payment. Upon the retirement or death of an employee, thirty-five (35) percent of such employee's accumulated sick leave credits shall be paid to the employee or the employee's estate. Payment shall be an amount equal to the accumulated, unused sick leave time multiplied by the employee's rate of pay in effect on the date of leaving County employment, less

mandatory withholdings.

Section 8.4. Wellness Incentive. Employees within the bargaining unit who, during a calendar year, used less than thirty-six (36) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This benefit shall be prorated for part-time employees.

Section 8.5. Termination of an employee's continuous service shall cancel all sick leave accrued to the time of such termination. Should the employee separate in good standing or be laid off and return to County employment within two (2) years, he or she shall have accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his or her credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Section 8.3, of this Article. The date of termination of employment shall be considered as the date certified by the department head or designee as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination.

ARTICLE 9: RATES OF PAY

Section 9.1. Pay Increases.

a. Effective January 1, 2013, the salary in effect on December 31, 2012 for each employee in the bargaining unit was adjusted in accordance with the 2011-2014 Union Coalition Cost-of-Living Memorandum of Agreement (King County document code: 038C0113_Addendum B_000U0310_COLA-2011_038_scsg attached as Addendum B).

b. Effective January 1, 2014, the salary in effect on December 31, 2013 for each employee in the bargaining unit shall be adjusted in accordance with the 2011-2014 Union Coalition Cost-of-Living Memorandum of Agreement (King County document code: 038C0113_Addendum B_000U0310_COLA-2011_038_scsg attached as Addendum B).

Section 9.2. Step Increases. Employees hired at Step 1 of their pay range shall receive one (1) step increase after successful completion of the probationary period, and may receive a step increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular employees who are not at Step 10 of the salary range will receive a one-step increase annually on

January 1.

Section 9.3. Lead Pay. Employees properly assigned as leads shall receive a five (5) percent premium.

Section 9.4. Out of Class Pay. Employees performing work in a higher paying classification for two (2) or more working days, when properly assigned, shall, be paid at the first step of the higher salary range, or the equivalent of two salary steps, whichever is greater, but not more than the maximum rate of pay for the higher classification.

Section 9.5. Shift Differential. The County will pay shift differential of sixty (60) cents per hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

ARTICLE 10: LEAVES OF ABSENCE

Section 10.1. General Provisions. The continuous service and seniority status of an employee shall not be interrupted while on unpaid leave of up to one year due to industrial injury or military service.

Section 10.2. Family and Medical Leave. Employees covered by this Agreement may be entitled to paid and/or unpaid leave for the employee's own health condition or for family care, as provided by the King County Family and Medical Leave Ordinance and the state Family Care Act.

Section 10.3. Bereavement Leave. Employees shall be granted annually up to three (3) days leave with pay per occurrence, up to three occurrences per year, for the death of a spouse or domestic partner, or of parents, children, siblings, grandparents or grandchildren of the employee or the employee's spouse/domestic partner.

Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.

Section 10.4. Court Leave. All regular employees ordered on a jury or to appear before a court of law in a matter related to their employment in King County shall be entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County Finance & Business Operations Division of the Department of Executive Services.

Employees shall report back to their work supervisor when dismissed from jury service. The employee's supervisor will advise employees of the method of charging for the absence prior to the appearance date.

Section 10.5. Military Duty.

The appointing authority, with the approval of the Human Resources Director, shall grant, for a period not exceeding twenty one (21) days during each calendar year, leaves of absence with pay to employees, except temporary employees and administrative interns, for the purpose of taking part in active military training duty as provided by state law, RCW 38.40.060; provided, that a request for such leave shall be submitted in writing by the employee and accompanied by a validated copy of military orders ordering such active duty training. The appointing authority and the Department of Executive Services Human Resources Director shall abide by applicable federal law in granting any military leave of absence for a period in excess of twenty one (21) consecutive calendar days.

Section 10.6. Leave Without Pay. Except where a leave of absence is taken in conjunction with a worker's compensation claim, and/or according to provisions of the Family and Medical Leave Ordinance leaves of absence without pay are administered as follows:

1. Leaves of absence without pay for periods of thirty (30) calendar days or less may be authorized in writing by the employee's division manager.

2. Leaves of absence without pay shall be for periods not to exceed one year except that the Human Resources Division Director may, in special circumstances, grant an extension beyond one year.

3. Other employee benefits shall not accrue to the employee while on leave of absence without pay except as otherwise provided by ordinance.

4. If a leave of absence without pay was granted for purposes of recovering health, the employee may be required to submit a physician's statement concerning the employee's ability to resume duties prior to return to work.

5. An employee on leave of absence without pay may return from the leave before its expiration date if the employee provides the division manager with a written request to that effect

fifteen (15) days prior to resuming duties.

6. A leave of absence may be revoked upon evidence submitted to the department director indicating that the leave of absence was requested and granted under false pretenses, or that the need for the leave of absence has ceased to exist.

7. When a leave of absence without pay is used in conjunction with paid leave time, the total paid leave time must always be used at the beginning of the period of absence and may not be interspersed in the period of the leave of absence without pay.

Section 10.7. Industrial Accident Leave.

Section 10.7.(a). An employee who returns from a leave of absence due to an injury or illness as a result of employment with the County will be placed on the salary range and step the employee would have attained if there had been no leave of absence.

Section 10.7.(b). Sick leave may be used to supplement the amount of compensation received by an employee for workers compensation insurance, up to the amount normally received for regular hours worked prior to being on disability. An employee may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular net pay of the employee.

Section 10.8. Executive Leave. Employees covered by this Agreement who are exempt from the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of Executive Leave per year, as determined by the Employer, in accordance with Executive Policy PER 8-1-2.

ARTICLE 11: GRIEVANCE PROCEDURE

The Union and the Employer recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

The employees and immediate supervisors are encouraged to make every attempt to resolve

the issue of concern in a timely manner prior to filing a formal grievance.

Time limits in this Article may be extended by mutual agreement of the parties. The steps provided herein may be waived by mutual agreement between the Employer and the Union.

Section 11.1. Definition. A grievance shall be defined as an alleged violation of any of the express terms of this Agreement.

No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed to by both the County and the grievant and/or the grievant's representative. Oral warnings, coaching and counseling are non-disciplinary communications, and as such are not subject to the grievance procedure.

Step 1. Immediate Supervisor.

The employee and Shop Steward, if requested by the employee, shall present the grievance in writing, within ten (10) working days of the occurrence of such grievance, to the employee's immediate supervisor. The written grievance should:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the contract allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant ; and
6. Identify the person, if any, chosen by the grievant to be his/her representative.

The immediate supervisor shall gain all relevant facts and shall attempt to resolve the matter and notify the employee of his/her response in writing within ten (10) working days of receipt of the grievance.

If the employee and/or Union representative has not received a response at Step 1 within the time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to the next step within ten (10) working days following receipt of the written Step 1 response from the immediate supervisor, or within the time frames listed above if no response is received, it shall be presumed resolved. Grievances involving a suspension or discharge from employment shall be filed

at Step 2 within ten (10) workdays of being notified in writing of such disciplinary action.

Step 2. Division Manager.

If the decision of the immediate supervisor has not resolved the grievance satisfactorily or is filed initially at Step 2, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance shall then be presented to the division director for investigation, discussion, and written reply. The division manager, after consulting with the department head shall make his/her written decision available to the aggrieved employee within seven (7) working days. If the grievance is not pursued to the next higher level within ten (10) working days it shall be presumed resolved.

Step 3. Labor Relations.

If after thorough evaluation, the decision of the division director has not resolved the grievance to the satisfaction of the employee, the grievance shall be presented to a designated representative of the King County Office of Labor Relations (OLR) within ten (10) workdays of the division director's response. All letters, memoranda, and other written materials previously submitted shall be given to the OLR representative for evaluation, and the grievance shall also include the specific reason(s) the answer previously provided is not satisfactory. The OLR representative and the Union representative shall meet within ten (10) workdays for the purpose of resolving the grievance. The OLR representative shall provide the Union with a written response to the grievance within ten (10) workdays of the Step 3 meeting. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

Step 4. Grievance Mediation.

If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the Employer and the Union may submit the grievance to the Public Employment Relations Commission or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply. No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve

the grievance except by agreement of the Union and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session. Mediation is concluded when the mediator and/or one of the parties declares an impasse.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 5. Arbitration.

If the grievance is not resolved through mediation, the Union or the Employer may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

Only those unresolved grievances filed and processed in accordance with the grievance procedure as outlined above which directly concern or involve an alleged violation of an express term of this agreement, may be submitted to arbitration.

The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays following conclusion of the last step. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to arbitration. The notice requesting arbitration shall set forth the specific issue or issues still unresolved.

The parties shall select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains, with the grieving party striking first.

The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Department, the Union, and the employee involved. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses

shall be borne equally by both parties. Regardless of the outcome of the arbitration, each party shall bear the costs of its own legal representation. Each party shall bear the cost of any witnesses appearing on that party's behalf. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

Section 11.2. A designated shop steward and grievant(s) shall be granted reasonable release time by their immediate supervisors for the purposes of attending the grievance meetings outlined above.

If the supervisor is unable to grant release time at the time requested, she/he will provide an alternative time when such release time can be granted.

ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS

Section 12.1. Maintenance of Benefits - The County presently participates in group medical, dental and life insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The County will maintain the current level of benefits under its group medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Section 12.2.

Section 12.2. Insurance Committee - There will be a Joint Labor Management Insurance Committee comprised of representatives from the County and the Labor Union Coalition. The function of the Committee will be to review, study and make recommendations relative to existing medical, dental, vision and life insurance programs. The County and the Union will implement any changes in employee insurance benefits which result from any agreement of the Committee.

ARTICLE 13: HEALTH AND SAFETY

The Employer agrees to comply with all applicable federal, state and local laws and regulations regarding health and safety.

ARTICLE 14: REDUCTION IN FORCE

Section 14.1. Order of Layoff. In the event of a reduction in force due to lack of work and/or lack of funds or considerations of efficiency, layoffs shall be by Seniority as defined in Article 2, Section 2.9 of this Agreement.

Section 14.1.(a). An employee who is recalled within two calendar years of the date of layoff, as provided in Section 14.4 below, shall have all accrued Seniority restored. Seniority shall accrue during any compensated leave or during any leave without pay for periods of thirty (30) days or less. Seniority shall be retained but shall not accrue during that period of an authorized leave of absence without pay that exceeds thirty (30) calendar days.

Section 14.1.(b). The position(s) to be eliminated shall be at the sole discretion of the Employer. If the Employer determines that an employee possesses a unique skill or abilities which are essential to the operation of the division, the Employer may retain such an employee and need not lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s) in the bargaining unit in the affected job classification in the Department (Community and Human Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having the same seniority in the affected job classification, ability and skill, shall be the determining factor on retention. In lieu of laying off an employee, the Human Resources Division (HRD) Director may reassign such employee(s) to a comparable, vacant position, if the HRD Director determines such reassignment to be in the best interest of the County.

Section 14.2. Bumping. In any layoff, more senior employees, if qualified, as determined by the Department, shall be entitled to bump less senior employees, the intent being that the least senior employees be laid off first. Employees in the bargaining unit who are laid off may bump into other positions in the bargaining unit if they meet all of the following criteria:

1. The employee to be bumped has the least Seniority in the lower classification than the employee who elects to bump; and

2. The employee to be bumped is at a lower pay range than the employee who elects to bump; and

3. The employee electing to bump has previously performed the essential duties of the person (including work unit and function) he/she is electing to bump.

Section 14.3. Placement. The County will attempt to place all employees scheduled for layoff into vacant positions for which they qualify. Such qualifications shall be determined by the

Director of the Human Resources Division. Employees may access King County Career Support Services (CSS) as applicable under the CSS Program.

Section 14.4. Recall. All employees who are laid off shall be placed on a recall list with the employee with the most Seniority being recalled first. A laid-off employee may be removed from the department recall list for any of the following reasons:

1. The expiration of two (2) years from the date of layoff.
2. Re-employment within the County in a comparable position or job class.
3. Failure to accept employment in a comparable position or job class or to report to work.
4. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with King County.
5. Failure to respond within seven (7) days to a communication regarding availability of employment.
6. Request in writing by the laid-off employee to be removed from the list.

Recall rights and process shall be administered consistent with King County Career Support Service Rules.

ARTICLE 15: EDUCATION AND TRAINING

The County and the Union agree continuous upgrading of employee's skills and knowledge is beneficial to providing quality services to the public. Therefore, employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education. The Employer recognizes the importance and value of providing training opportunities. To that end, the Health Department and the Department of Community and Human Services will continue to have this as a goal, making every effort to allow employees reasonable release time to attend training sessions and seminars in their field.

ARTICLE 16: MISCELLANEOUS

Section 16.1. Automobile Usage. An employee covered by this Agreement, who is required by the Employer to provide a personal automobile for use in Employer business on a periodic basis,

shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the applicable King County Ordinance.

Section 16.2. Employee Assistance Program. An Employee who appears to have a substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do their job, shall be encouraged to seek information, counseling, or assistance through the King County Employee Assistance Program.

Section 16.3. Bus Passes. The County agrees to provide bus passes to all regular full-time and regular part-time employees as established by the King County Council by ordinance.

Section 16.4. Labor Management Committee. The parties agree to participate in a Labor-Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and designated management participants. Meetings will be scheduled during normal work hours, and employee representatives on the Committee shall participate on paid work time, provided that the Employer will incur no overtime liability as a result of employee participation in the Labor-Management Committee.

Section 16.5. Biweekly Pay. The parties agree to accept a bi-weekly payroll program as adopted by the King County Council. The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating issues relating to standardized pay practices that are identified by the ABT Project, to the extent required by law.

Section 16.6. Meal Allowance. An employee covered by this Agreement, who is required by the Employer to travel on Employer business will be entitled to an allowance consistent with King County Ordinance.

ARTICLE 17: MANAGEMENT RIGHTS

Section 17.1. The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing including, but not limited to, the following: the right to determine the standards of services to be offered by the department; determine the standards of selection of employment; direct its employees; take disciplinary action; determine the methods, tools, and standards of evaluating employee performance, relieve its employees from duty because of lack of work or for other reasons; issue and endorse rules and regulations; maintain and improve the efficiency of governmental operations; determine the methods, means, and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and to determine the work schedules of its employees. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions shall not be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the County Executive or the County Council, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington.

The exercise by the County through its County Council and Executive and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 18.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned

duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 18.2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union members to cease engaging in such work stoppage.

Section 18.3. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding.

ARTICLE 19: SEPARABILITY

In the event that any provision of this Agreement shall be determined to be illegal or in violation of any federal, state or local law or regulation, whether by judicial or administrative determination, the remainder of this Agreement shall remain in full force and effect. The parties shall within thirty (30) days of such determination enter into negotiations for the purpose of achieving replacement language.

ARTICLE 20: DURATION

This Agreement covers the period from September 1, 2012 through August 31, 2014, and shall be in effect when ratified by both parties unless a different effective date is specified.

APPROVED this 4th day of February, 2014.

By: _____

King County Executive

SIGNATORY ORGANIZATION:

Amanda Sayor

Office and Professional Employees International Union
Local 8

cba Code: 038 **Union Code: B3**

ADDENDUM A

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

Employees covered by this Agreement are allocated to the King County job classifications listed below. Employees of the Department of Public Health, Seattle and King County, are assigned to the program Alcohol, Tobacco and Other Drugs, in the Prevention Division. Employees of the Department of Community and Human Services are assigned to the Mental Health, Chemical Abuse and Dependency Services Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Salary Range* (Squared Table)
4201100	421203	Administrative Specialist I	33
4201200	421302	Administrative Specialist II	37
2810000	281102	Administrative Staff Assistant	48
3117100	313102	Chemical Dependency Case Monitor	45
3120200	313302	Chemical Dependency Involuntary Commitment Specialist	53
9327100	932402	Chemical Dependency Transfer Driver	29
2441100	243103	Project/Program Manager I	53
2441200	243202	Project/Program Manager II	58
2441300	243306	Project/Program Manager III	63
* Refer to the King County Squared Salary Schedule for rates			

ATTACHMENT B

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Office & Professional Employees International Union, Local 8 - Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)

cba Code	Union	Contract
038	OPEIU, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Office & Professional Employees International Union, Local 8 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

ADDENDUM B

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

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

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

ADDENDUM B

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Office & Professional Employees International Union, Local 8:

Amanda Saylor — 11-9-2010
Date

For King County:

P. Cole-Tindall — 11-9-2010
Date

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