

April 11, 1995  
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Introduced by BRIAN DERDOWSKI

Proposed No. 95 - 310

ORDINANCE NO. 11771

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and OPEIU, Local 8, representing employees in the Department of Assessments; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and OPEIU, Local 8, representing employees in the department of assessments and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1994, through and including December 31, 1996.

INTRODUCED AND READ for the first time this 24<sup>th</sup> day of

April, 1995.

PASSED by a vote of 10 to 0 this 1<sup>st</sup> day of

May, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 12<sup>th</sup> day of May, 1995.

Charles R. Saul  
Deputy King County Executive

Attachment:  
Collective Bargaining Agreement

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**AGREEMENT BETWEEN  
OPEIU, LOCAL 8/DEPARTMENT OF ASSESSMENTS  
AND  
KING COUNTY**

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**AGREEMENT BETWEEN  
OPEIU LOCAL 8/DEPARTMENT OF ASSESSMENTS  
AND  
KING COUNTY**

**PREAMBLE**

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

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.

1 **ARTICLE 1 - UNION/MANAGEMENT RELATIONS**

2  
3 ***Section 1.1 - Union Recognition*** - The Employer recognizes the Union as the sole  
4 exclusive bargaining representative for all full-time and regular part-time office support  
5 and clerical employees of the King County Department of Assessments, excluding  
6 supervisors, management employees, temporary employees, confidential employees, and  
7 employees covered by other collective bargaining agreements. The positions  
8 represented by the Union are referenced in the attached Appendix "A".

9 ***Section 1.2 - Union Coverage*** - The Employer shall notify the Union within thirty  
10 (30) days of the establishment of any new position in the department. The Employer  
11 shall consult with the Union as to the appropriateness of including any new position in  
12 the bargaining unit. Inclusion or exclusion from the bargaining unit, absent Agreement,  
13 shall be subject to a decision of the Public Employment Relations Commission. The  
14 Union and the Employer shall negotiate over the rate of pay for all new positions in the  
15 bargaining unit.

16 ***Section 1.3 - Union Membership*** - It shall be a condition of employment that all  
17 employees covered by this Agreement who are members of the Union in good standing  
18 on the effective date of this Agreement shall remain members in good standing and those  
19 who are not members in good standing on the effective date of this Agreement, shall on  
20 the thirtieth (30th) day following the effective date of this Agreement, become and  
21 remain members in good standing in the Union. It shall also become a condition of  
22 employment that all employee's covered by this Agreement and hired on or assigned  
23 into the bargaining unit on or after the effective date shall, on the thirtieth (30th) day  
24 following the beginning of such employment, become and remain members in good  
25 standing.

1            *Section 1.4* - Nothing in this Article shall require an employee to join the Union  
2 who can substantiate that there exists bona fide religious tenets or teaching of a church  
3 or religious body of which the employee is a member, in which case an amount of  
4 money equivalent to regular Union dues and initiation fee shall be paid to a non-  
5 religious charity mutually agreed upon by the employee affected and the bargaining  
6 representative to which such employee would otherwise pay the dues and initiation fee.  
7 The employee shall every thirty (30) days to furnish proof that such payment has been  
8 made.

9            *Section 1.5* - In the event an employee fails to apply for or maintain his/her  
10 membership in the Union as required, the Union may give the Employer notice of this  
11 fact. Within twenty (20) days after receipt of such notice, if the employee has not  
12 obtained membership in the Union, the services of such employee shall be terminated by  
13 the Employer.

14            *Section 1.6 - Union Insignia* - Employees who are members of the Union in  
15 good standing shall be permitted to wear, during work hours, any type of union insignia  
16 prescribed by their international or local organization. The wearing of such insignia by a  
17 union member shall not be cause for discipline. This provision shall not excuse an  
18 employee from following any departmental dress code.

19            *Section 1.6 a. Dues Deduction* - The County agrees to deduct from the paycheck  
20 of each employee who has authorized it, the regular monthly dues uniformly required of  
21 members of the Union. The amount deducted shall be transmitted monthly to the Union  
22 on behalf of the employees involved. Authorization by the employee shall be on a form  
23 approved by the parties hereto and may be revoked by the employee upon request. The  
24 performance of this function is recognized as a service to the Union by the County.  
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2           **Section 1.7 - Bulletin Boards** - The Department of Assessments shall provide  
3 bulletin board space for the posting of Union related material in areas accessible to  
4 bargaining unit members; provided, however, that said space shall not be used for  
5 notices which are political in nature. All material posted shall be officially identified as  
6 authorized for posting by the Union and a copy of all material to be posted will be  
7 provided to the Department Manager prior to or concurrent to posting. All material shall  
8 have an expiration date listed; once the expiration date has been reached, said material  
9 may be removed by the Employer.

10           **Section 1.7 a. - Hold Harmless** - The Union shall indemnify, defend, and hold the  
11 County harmless against any and all claims made and against any and all suits instituted  
12 against the County arising directly or indirectly, out of any action taken or not taken by  
13 or on behalf of the County under Section 1.5 and 1.6 a. of this Article.

14           **Section 1.7 b. - Union Notification** - Within five (5) days from assignment of any  
15 employee for regular employment, the Employer shall forward the Union a completed  
16 membership application form signed by that employee. The Employer shall notify the  
17 Union promptly of all employees leaving its employment.

18           **Section 1.8 - Visitation** - An authorized Union Representative may visit the work  
19 location of employees covered by this Agreement for the purpose of investigating  
20 grievances and observing working conditions. The visits shall not interfere with or  
21 disturb employees in the performance of their work. The Union shall notify the  
22 Employer of such visits in advance.  
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*Section 1.9 - Shop Steward* - The County agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be scheduled by mutual agreement between the parties and held during regular working hours. Job postings, including all positions to be filled in the Department of Assessments, shall continue to be posted in designated places.

*Section 1.10 - Employee Rights* - The County agrees that all employees should be treated with respect and, as such, should work in an environment free from illegal harassment.

1 **ARTICLE 2 - DEFINITIONS**

2           ***Section 2.1 - Probationary Employee*** - Newly hired employees shall serve a six  
3 (6) month probationary period. Employees advance one step in their 10 step pay range  
4 upon successful completion of the probation period.  
5

6           ***Section 2.2 - Full-time Employees*** - Full-time employees are those employees  
7 regularly scheduled to work thirty-five hours per week and fill a full-time budgeted  
8 position.  
9

10           ***Section 2.3 - Part-time Employees*** - Part-time employees are those employees  
11 employed in a part-time position. A part-time position is a permanent position  
12 established for a portion of or throughout a calendar year and which has an established  
13 work schedule of less than thirty-five hours per week. Part-time employees shall be  
14 eligible to receive sick leave, vacation & holidays from the date of hire. Medical, dental  
15 and life insurance shall be provided to part-time employees at the full rate.

16           ***Section 2.4 - Temporary Employees*** - Temporary employees are those employees,  
17 either full or part-time, employed on a temporary basis. The county agrees that it will  
18 not use temporary employees to supplant regular positions.  
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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, political ideology, 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).

Grievances under this Article may be pursued only through Step 2 of the grievance process.

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1 **ARTICLE 4 - EMPLOYMENT PRACTICES**

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3 *Section 4.1 - Position Openings* - Employees who make written application for a  
4 vacant position will receive notification of acceptance or rejection. The Employer  
5 agrees to notify the Union of all job openings in the bargaining unit within 3 (three)  
6 working days from the date of the job posting. Notifications of job openings shall  
7 include minimum qualifications.

8 *Section 4.2 - Promotions* - A promoted permanent full-time employee, who has  
9 successfully completed his/her probationary period in his/her previous position, who is  
10 deemed unable to perform satisfactorily the duties of the new position during the first  
11 sixty (60) calendar days, or who voluntarily requests to demote, shall be returned to the  
12 previously held position provided it is vacant. Vacancy shall mean an unfilled position  
13 which is not scheduled for upgrading and/or is filled with a temporary employee. The  
14 Union shall be provided with a list of positions scheduled for upgrading.

15 *Section 4.3 - Systems Change* - The County and the Department of Assessments  
16 (hereinafter, the "Department") recognize the mutual benefit to be attained by affording  
17 training opportunities to employees and shall notify employees of departmental training  
18 opportunities relevant to an employee's position. The County and the Department of  
19 Assessments shall have as a goal to provide training, technology, and all other resources  
20 necessary to enable employees to achieve excellence. Further, the County and the  
21 Department of Assessments shall have as a goal that all employees have equal access to  
22 training opportunities relevant to their positions.

23 *Section 4.4 - Discipline for Just Cause* - No permanent full-time or part-time  
24 employee, who has successfully completed his/her probationary period, shall be  
25 disciplined except for just cause. In addition, the Employer shall employ the concept of

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progressive discipline in the administration of employee discipline. Further, the Employer shall forward a copy of any and all disciplinary notices relating to an employee's work performance to the Union within five (5) days of issuance to the employee.

**Section 4.5 - Progressive Discipline** - The Employer and the Union agree with the principle of progressive discipline. Types of progressive discipline may include, but are not limited to: oral reprimands, written reprimands, suspension and discharge

**Section 4.6 - Personnel Files** - Upon request, the employees covered by this Agreement may examine their personnel files in the department's Personnel Office in the presence of the Personnel Manager or his/her designee during normal business hours. Employees shall receive a copy of any documents that may result in disciplinary action prior to placement in their personnel file. If an employee believes derogatory material has been placed in their file, he/she may provide a written explanation to be placed in their file. Upon request, employees may receive a copy of any document (s) in their personnel file.

**Section 4.7 - Job Descriptions** - Upon request, the Employer shall provide the Union and employee copies of classification specifications for any classification within the bargaining unit. The Employer shall notify the Union of any proposed modifications and revisions thereto. The Employer will review and update classification specifications periodically. The Employer will notify the Union in writing of any new classifications or positions to be covered by this Agreement.

**Section 4.8 - Transfers** - Lateral transfers within the same job classification within the Department of Assessments shall be made on the basis of qualifications and

1 individual abilities. If the Department determines that two or more employees possess  
2 equal qualifications and individual abilities, the more senior employee shall be the  
3 employee transferred. The Department's decision as to which employee is most  
4 qualified shall be final and not subject to the grievance provisions of this Agreement.  
5 Additionally, the Department's decision that two or more employees possess equal  
6 qualifications and individual abilities shall be final and not subject to the grievance  
7 provisions of this Agreement. If an employee making such a transfer has already served  
8 a probationary period for the job classification involved, the employee shall not serve an  
9 additional probationary period. A transferred employee who voluntarily requests to  
10 return to his/her previously held position within ninety (90) calendar days of the initial  
11 transfer may do so if that position is vacant. Vacancy shall mean an unfilled position  
12 which is not scheduled for upgrading and/or is filled with a temporary employee.  
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1 ARTICLE 5 - HOURS OF WORK

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3 *Section 5.1 - Workweek-Workday* - The regular hours of work shall not exceed  
4 eight and three-fourth (8.75) hours in any one day for employees working four (4) days  
5 per week, Monday through Thursday, nor more than thirty-five (35) hours in any one  
6 week between the hours of 6:00 am and 5:00 p.m. Core hours for four day work week  
7 employees are 9:00 a.m. to 3:00 p.m. The regular hours of work for employees working  
8 five (5) days per week shall not exceed seven (7) hours in any one day, Monday through  
9 Friday, nor more than thirty-five (35) in any one week between the hours of 8:30 a.m. to  
10 4:30 p.m. Core hours for five day workweek employees are 9:00 to 3:00 p.m. It is  
11 understood that the Employer may change the hours of any job where the working hours  
12 no longer meet the requirements of the work flow. Employees may have flexible work  
13 schedules with the mutual consent between the employee and the Employer.

14 *Section 5.2 - Meal and Break Periods* - Each seven (7) hour workday shall  
15 include one unpaid meal period of either thirty (30) minutes or one (1) hour  
16 approximately midway through the shift, and two paid break periods of fifteen (15)  
17 minutes each. Each eight and three-fourths (8.75) hour workday shall include one  
18 unpaid meal period of at least thirty (30) minutes approximately midway through the  
19 shift, and two paid break periods of fifteen (15) minutes each. One additional paid break  
20 period of fifteen (15) minutes may be taken during each three-hour overtime period.  
21 Employees required to remain in the workplace during their meal period shall be paid.

22 *Section 5.3 - Overtime* - Except as otherwise provided in this Article, employees  
23 shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight  
24 time hourly rate of pay for all hours worked in excess of one hour beyond their regularly  
25 scheduled work day, exclusive of lunch period.

1           Make-up time shall not be included in determining whether an employee qualifies  
2 for the premiums in this Section 5.3.

3  
4           With mutual agreement between the Employer and the employee, overtime may  
5 be compensated for with compensatory time off at the applicable rate. All overtime  
6 requires prior authorization by the Employer. Saturday and Sunday work is not overtime  
7 when it is a regularly scheduled work day for the individual.

8           **Section 5.3-a.** - Employees required to work four (4) or more hours beyond their  
9 regular shift shall be provided a \$8 meal allowance.

10  
11           **Section 5.4 - Call in Pay** - A minimum of four (4) hours at the overtime rate shall  
12 be allowed for each callout. Where such overtime exceeds four (4) hours, the actual  
13 hours worked shall be allowed at overtime rate.

14           **Section 5.5 - Makeup Time** - If an employee is unable to arrive at work at the  
15 usual starting time or needs to leave early due to circumstances beyond the employee's  
16 control, the employee may, at the employee's option and with the employee's  
17 supervisor's prior approval and without disciplinary consequences:

- 18  
19           1. Make up any lost time of less than thirty (30) minutes during the same day or  
20 workweek, or request to use vacation time.
- 21  
22           2. Make up any lost time more than thirty (30) minutes during the next two (2)  
23 weeks or deduct the time lost from the employee's accrued vacation. At no  
24 time may an employee make up time when working such make up time will  
25 result in the employee working more than 40 hours in one week.

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**ARTICLE 6 - WAGE RATES**

*Section 1. a. Effective January 1, 1994*, the salary in effect on December 31, 1993, for each employee in the bargaining unit shall be increased by two and one-quarter (2.25%) percent.

*Section 1. b. Effective January 1, 1995*, the salary in effect on December 31, 1994, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

*Section 1. c. Effective January 1, 1996*, the salary in effect on December 31, 1995, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

*Section 2. Effective January 1, 1994*, employees who have completed probation prior to August 1, 1993 and who did not receive a Step increase since October 31, 1993, either through the merit pay plan, promotion, reclassification or completion of probation, shall receive a one (1) Step increase, provided their performance was satisfactory on the Fall 1993 Performance Appraisal.

*Section 2.a. Effective January 1, 1995*, employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase on January 1st of each year, provided they receive at least a satisfactory rating on their performance evaluation for the previous year. An employee must complete his/her probationary period prior to October 1st to be eligible for a Step increase the following January 1st.

1            *Section 3.* Employees at Step 10 are not eligible for Step increases; provided  
2 however, employees receiving above Step 10 merit awards as of January 1, 1993 shall be  
3 eligible to retain those awards, provided that their performance is rated outstanding each  
4 succeeding year.

5            *Section 4.* New employees shall be hired at Step 1 of their respective Pay Range,  
6 or at another appropriate Step, as determined by the Employer, depending upon their  
7 qualifications and departmental needs, and advanced one pay step within their pay range  
8 after the successful completion of a six (6) month probationary period. Advancement to  
9 Step 2, or other appropriate step if hired above Step 1, may be denied upon serving  
10 written notice thereof. Written notice to the employee should specify the reason (s)  
11 behind the unsatisfactory completion of the probationary period.

12            *Section 5.* The job classifications of the employees covered by this agreement  
13 and their current rates of pay are listed in Addendum A of this Agreement.  
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**ARTICLE 7 - HOLIDAYS**

**Section 7.1 - Holidays Observed** - The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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

**Section 7.2 - Holiday Pay**

a. Full-time employees regularly assigned to a five-day per week schedule shall be credited fourteen (14) hours of vacation leave November 20 of each year.

b. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime and vacation accrual.

c. Work on a holiday. Work performed on holidays shall be paid at one and one (1-1/2) times the regular rate in addition to the regular holiday pay (i.e., double time and one half (2-1/2)).

d. 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. Holidays that fall on Friday or Saturday shall be

1 observed the preceding Thursday by four-day employees. For those employees whose  
2 work schedule does not include Friday shall receive Wednesday off in Thanksgiving  
3 week in lieu of the day after Thanksgiving.  
4

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

9 f. Any improvements in holiday benefits granted to other non-represented County  
10 employees and/or to other employees in the Department of Assessments shall be  
11 provided to all bargaining unit employees.  
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**ARTICLE 8 - VACATION**

**Section 8.1 - Accrual**

A. Every eligible employee shall accrue vacation benefits according to the following table on the basis that one (1) day equals .00384615 times the normally scheduled annual hours of the employee's position:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of 1 year service		10 days (70 hours)	
Less than 3 years and more than 1 year of service	833 days (5.83 hours)	10 days (70 hours)	20 days (140 hours)
Less than 12 years and more than 3 years of service	1.25 Days (8.75 Hours)	15 Days (105 Hours)	30 Days (210 Hours)
12 years and up	1.66 Days (11.62 Hours)	20 Days (140 Hours)	40 Days (280 Hours)

B. Eligible regular part-time employees shall accrue vacation benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

For example: If a regular, part-time employee normally works four (4) hours per day in a department that normally works eight (8) hours per day, the part-time employee would be granted four-eighths (4/8ths) of the vacation benefits allowed a regular full-time employee.

**Section 8.2 - Use of Accrued Vacation**

1 A. The minimum vacation allowance to be used by an employee shall be fifteen  
2 (15) minute increments.

3  
4 B. Eligible employees with one or more years of continuous service shall accrue  
5 vacation benefits monthly. Eligible employees shall be granted vacation credit for one  
6 year of service at the end of their first year of continuous service.

7  
8 C. No employee shall earn the equivalent of a month's vacation credit during the  
9 month when the employee is absent without pay for more than three (3) working days.

10 D. Upon separation for any reason, an employee shall be paid for unused vacation  
11 up to the maximum allowed accumulation of 280 hours.

12  
13 **Section 8.3 - Employer Response to Vacation Requests** - A vacation request of  
14 one (1) day or less should be submitted at least three (3) days in advance. A vacation of  
15 more than one (1) day should be requested at least one (1) week in advance. Employee  
16 vacation requests shall be approved or denied in writing by an employee's supervisor  
17 within one (1) week after submission to the Employer. Vacation approvals, once given,  
18 may not be rescinded by the Employer.

19 **Section 8.4** - Any improvements in vacation benefits granted to other non-  
20 represented County employees and/or other employees in the Department of  
21 Assessments shall be provided to all bargaining unit employees.

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**ARTICLE 9 - SICK LEAVE**

*Section 9.1 - Accrual* - Every eligible employee shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of the employee's position.

*Section 9.2 - Use of Accrued Sick Leave* - The department head, or his designee, shall be responsible for proper administration of the sick leave privilege. The employee may be required to furnish a certificate issued by licensed health care provider or other satisfactory evidence of illness to the appointing authority for any requested sick leave absences if abuse of sick leave is suspected by the Employer. Abuse of sick leave shall be grounds for disciplinary action.

*Section 9.3* -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, s/he shall notify the Department immediately upon return to work. If the illness extends beyond the length of the originally scheduled vacation, the employee shall notify the Division Manager or his/her designee, of the employee's illness or injury on the originally scheduled first day back. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented to the Division Manager regardless of the number of days involved. Except as provided in this Section 9.3, sick leave shall not be used in lieu of vacation, but vacation may be used in lieu of sick leave.

*Section 9.4 - Sick Leave Payoff* - The Employer shall reimburse those employees who have at least five (5) years service and retire under the Public Employment Retirement System or who terminate by death, twenty-five percent (25%) of their unused accumulated sick leave to a maximum of 210 hours. All payments shall be made

1 in cash, to either the employee or the employee's estate, based upon the employee's base  
2 rate of pay and there shall be no deferred sick leave reimbursement.  
3

4 *Section 9.5* - Termination of an employee's continuous service shall cancel all  
5 sick leave accrued to the time of such termination. Should the employee resign in good  
6 standing or be laid off and return to County employment within two (2) years, he or she  
7 shall have accrued sick leave restored. No payment shall be made to any employee for  
8 unused sick leave accumulated to his or her credit at the time of termination or  
9 employment, regardless of the reason therefore, except as provided for in Section 9.4 of  
10 this Article. The date of termination of employment shall be considered as the date  
11 certified by the department head or designee as the last day worked and shall not include  
12 the equivalent time involved in any overtime or vacation payoff made at the time of  
13 termination.

14 *Section 9.6* - Any improvements in sick leave benefits granted to other non-  
15 represented County employees and/or to other employees in the Department of  
16 Assessments shall be provided to all bargaining unit employees.  
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**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, due to industrial injury, military service or leave covered by the County's Family-medical Leave Ordinance. The Employer shall pay for medical, dental, vision and disability insurance during any federal or state mandated leave of absence including but not limited to military duty or jury duty.

*Section 10.2 - Medical Leave* - Accrued sick leave shall be used before Medical Leave begins. Employees shall be entitled to Medical Leave consistent with King County Family Medical Leave Ordinance.

*Section 10.3 - Maternity Leave* - Employees are entitled to Maternity Leave consistent with King County Family Medical Leave Ordinance.

*Section 10.4 - Family Leave* - Employees are entitled to Family Medical Leave consistent with King County Family Medical Leave Ordinance.

*Section 10.5 - Bereavement Leave* - Employees shall be granted annually up to three (3) days leave with pay for the death of parents, children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee and parents and siblings of the employees spouse. In no event may an employee be granted more than three (3) days paid bereavement leave per year.

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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 10.6 - 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 the Department of Assessments shall be entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County Office of Finance. Employees shall report back to their work Supervisor when dismissed from jury service. The Employees Supervisor will advise employees of the method of charging for the absence prior to the appearance date.

**Section 10.7 - Military Duty** - The County shall grant a Military Leave of Absence consistent with the provisions of King County Code 3.12.260 and 3.12.262.

**Section 10.8 - Leave Without Pay** - The employer may grant an employee leave without pay pursuant to the King County Code 3.12.250.

**Section 10.9 - Industrial Accident Leave** - Employees shall continue to accrue service credit and seniority for the purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as a result of employment with the employer covered by Workers Compensation Insurance.

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. Under no circumstance may the



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combined amount of Workers Compensation Insurance and supplemental leave benefits exceed the employee's daily wages received prior to the industrial accident.

1 ARTICLE 11 - GRIEVANCE PROCEDURE

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

9  
10 *Section 1. Definition* - A grievance shall be defined as an alleged violation of any  
11 of the express terms of this Agreement.

12 No modifications in the basic violation being alleged pursuant to this grievance  
13 procedure shall be made subsequent to the filing of a grievance unless mutually agreed  
14 to by both the County and the grievant and/or the grievant's representative.

15  
16 *Section 1. Procedure*

17  
18 *Step 1: Immediate Supervisor* - The employee and Shop Steward, if requested by  
19 the employee, shall present the grievance in writing within (10) working days of the  
20 occurrence of such grievance, to the employee's immediate supervisor. The written  
21 grievance should:

22 1.) fully describe the grievance and how the employee(s) was/were adversely  
23 affected;

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25 2.) set forth the section(s) of the contract allegedly violated;

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- 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 be signed by the grievant;
- 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, 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 manager 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

1 employee within seven (7) working days. If the grievance is not pursued to the next  
2 higher level within ten (10) working days it shall be presumed resolved.

3  
4 **Step 3: Labor Relations** - If after thorough evaluation, the decision of the  
5 division manager has not resolved the grievance to the satisfaction of the employee, the  
6 grievance shall be presented to a designated representative of the King County Office of  
7 Human Resource Management (OHRM) within ten (10) workdays of the department  
8 head's response. All letters, memoranda, and other written materials previously  
9 submitted shall be given to the OHRM representative for evaluation, and the grievance  
10 shall also include the specific reason(s) the answer previously provided is not  
11 satisfactory. The OHRM representative and the Union Representative shall meet within  
12 ten (10) workdays for the purpose of resolving the grievance. The OHRM representative  
13 shall provide the Union with a written response to the grievance within ten (10)  
14 workdays of the Step 3 meeting. If the grievance is not pursued to the next higher level  
15 within ten (10) working days, it shall be presumed resolved.

16 **Step 4: Grievance Mediation** - If the grievance is not resolved at Step 3 of the  
17 procedure, upon mutual agreement, the Union may submit the grievance to the Public  
18 Employment Relations Commission for mediation within five (5) workdays of the  
19 Employer's last response. If mediation fails to resolve the issue(s), then the matter may  
20 be referred to arbitration.

21 Proceedings before the mediator shall be informal and the rules of evidence shall  
22 not apply. No record of the meeting of any kind shall be made. The mediator shall have  
23 no authority to resolve the grievance except by agreement of the Union and the  
24 Employer. In the event the grievance is not resolved, the mediator may provide the  
25 parties an oral advisory opinion in a separate or joint session.

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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.

Notwithstanding any other provision of this Agreement, the following matters are expressly excluded from arbitration:

- a. Oral or written reprimands

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 fourth 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

1 panel of seven (7) arbitrators furnished by PERC or the Federal Mediation and  
2 Conciliation Service. The arbitrator will be selected from the list by both the County  
3 representative and the Union, each alternately striking a name from the list until only  
4 one name remains, with the grieving party striking first.

5  
6 The arbitrator shall be asked to render a decision promptly and the decision of the  
7 arbitrator shall be final, conclusive and binding upon the Employer, the Department, the  
8 Union, and the employee involved. The arbitrator shall have no power to render a  
9 decision that will add to, subtract from, alter, change, or modify the provisions of this  
10 Agreement. The arbitrator's fee and expenses shall be borne equally by both parties.  
11 Each party shall bear the cost of any witnesses appearing on that party's behalf. The  
12 arbitrator's decision shall be made in writing and shall be issued to the parties within  
13 thirty (30) calendar days after the case is submitted to the arbitrator.

14 *Section 3 Time Limits* - The time limits set forth herein are essential to the  
15 grievance procedure and shall be strictly observed. The limit limits may be extended by  
16 agreement by the parties, however, any such extension must be confirmed in writing.

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ARTICLE 12 - BENEFITS

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3           A. The Employer shall maintain the current level of benefits under its medical,  
4 dental, vision and life insurance programs during the life of this agreement, except as  
5 may be otherwise provided for in this Article 12. Such coverage shall be provided to  
6 employees and their dependents, including domestic partners, beginning the first day of  
7 the first month following completion of three (3) calendar months of employment.

8  
9           B. All employees subject to this Agreement shall be covered by the State  
10 Industrial Accident Insurance.

11           C. The County agrees to continue the Labor-Management Insurance Committee  
12 comprised of representatives from the County and labor. The function of the committee  
13 shall be to review, study, and make recommendations relative to existing medical,  
14 dental, and life insurance programs. The Union and the County agree to incorporate  
15 changes to employee insurance benefits which the County may implement as a result of  
16 any agreement of the Joint Labor-Management Insurance Committee.

1 ARTICLE 13 SENIORITY

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3 Seniority shall be defined as the total service with King County Department of  
4 Assessments. Seniority shall be the determining factor in the following situations:

- 5  
6 a. Transfers, as set forth in Section 4.8 Transfers.
- 7  
8 b. Layoff and rehires, as set forth in Article 14 - Reduction-in-Force/Layoff-Rehire.
- 9  
10 c. The scheduling of vacation. Where two or more employees submit vacation  
11 requests simultaneously and only one can be approved, the request of the employee with  
12 the most seniority shall be approved.

13 In the case where two (2) or more employees have the same seniority and  
14 qualifications, a coin toss shall be the determining factor.

15  
16 Seniority shall be accrued for each day of continuous employment from the most  
17 recent date of hire or rehire into the bargaining unit and shall include any prior service  
18 with the Department of Assessments within the previous two (2) years and while on  
19 recall status due to layoff for up to two (2) years. Breaks in seniority shall occur upon  
20 resignation, retirement, discharge, layoff of more than two (2) years, or failure to report  
21 to work within ten (10) days after notice by registered mail or recall from layoff.



1 ARTICLE 14 - REDUCTION-IN-FORCE/LAYOFF/RE-HIRE

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3 *Section 1* - Employees laid off as a result of a reduction of work and/or a shortage  
4 of funds shall be laid off according to seniority within the Department of Assessments.  
5 The least senior employee(s) in the affected job classification shall be the first laid off;  
6 However, in the event of two (2) employees having the same seniority in the affected job  
7 classification, ability and skill shall be the determining factor on retention.

8 *Section 2* - Employees laid off shall be recalled into his/her job classification in  
9 the inverse order of layoff .

10  
11 *Section 3* - In any layoff, more senior employees, if qualified, shall be entitled to  
12 bump less senior employees, the intent being that the least senior employees be laid off  
13 first. Employees in the bargaining unit who are laid-off may bump into other positions  
14 in the bargaining unit if they meet all of the following criteria:

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16 1.) The employee to be bumped has less bargaining unit seniority than the  
17 employee who elects to bump; and

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

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21 3.) The employee electing to bump has passed probation in the classification to  
22 which he/she is electing to bump or the employee electing to bump holds a position in a  
23 classification in the same classification series as the position into which he/she is  
24 electing to bump. (i.e. an Office Technician II may bump an Office Technician I).

1           **Section 4** - Employees shall maintain layoff recall rights for twenty-four (24)  
2 months from the date of layoff and may be removed from the department recall list for  
3 any one of the following reasons:

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

18           **Section 5** - The County agrees to notify the Union at least two (2) weeks in  
19 advance, in writing, of any anticipated reduction in force. Such notice shall include the  
20 name, classification and hire-in date of all such employees scheduled to be laid off.

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1 ARTICLE 15 - WORK STOPPAGES AND EMPLOYER PROTECTION

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3        *Section 1* - The County and the Union agree that the public interest requires  
4 efficient and uninterrupted performance of all County services and to this end pledge  
5 their best efforts to avoid or eliminate any conduct contrary to this objective.  
6 Specifically, the Union shall not cause or condone any work stoppage, including any  
7 strike, slowdown, or refusal to perform any customarily assigned duties, sick leave  
8 absence which is not bona fide, or other interference with County functions by  
9 employees under this Agreement and should same occur, the Union agrees to take  
10 appropriate steps to end such interference. Any concerted action by any employees in  
11 the bargaining unit shall be deemed a work stoppage if any of the above activities have  
12 occurred.

13        *Section 2* - Upon notification in writing by the County to the Union that any of its  
14 members are engaged in a work stoppage, the Union shall immediately, in writing, order  
15 members to immediately cease engaging in such work stoppage and provide the County  
16 with a copy of such order. In addition, if requested by the County, a responsible official  
17 of the Union shall publicly order such Union members to cease engaging in such work  
18 stoppage.

19        *Section 3* - Any employee who commits any act prohibited in this article shall be  
20 subject to discharge, suspension or other disciplinary action as may be applicable to such  
21 employee.  
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1 ARTICLE 16 MISCELLANEOUS

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3 *Section 1* - All employees who have been authorized to use their own  
4 transportation on county business shall be reimbursed at the rate established by County  
5 Ordinance. Parking, ferry fares and toll charges shall be reimbursed by the Employer.  
6

7 *Section 2* - In situations where an employee is assigned work in a higher  
8 classification for a specified length of time, not exceeding two (2) months, normal  
9 promotional procedures shall not be required.

10 *Section 3* - Employees performing work in a higher classification in excess of ten  
11 (10) working days when properly assigned shall receive the recruiting level salary for  
12 that classification or five percent (5%) above their present salary, whichever is greater,  
13 for all time so assigned.  
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1 ARTICLE 17 - MANAGEMENT RIGHTS

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3       *Section 1* - The County will continue to have, whether exercised or not, all the  
4 rights, powers and authority heretofore existing including, but not limited to, the  
5 following: the right to determine the standards of services to be offered by the  
6 department; determine the standards of selection of employment; direct its employees;  
7 take disciplinary action; determine the methods, tools, and standards of evaluating  
8 employee performance, relieve its employees from duty because of lack of work or for  
9 other reasons; issue and endorse rules and regulations; maintain and improve the  
10 efficiency of governmental operations; determine the methods, means, and personnel by  
11 which the County operations are to be conducted; determine job classifications of  
12 County employees; exercise complete control and discretion over its work and fulfill all  
13 of its legal responsibilities, and to determine the work schedules of its employees. All  
14 the rights, responsibilities and prerogatives that are inherent in the County by virtue of  
15 all federal, state, and local laws and regulations provisions shall not be subject to any  
16 grievance or arbitration proceeding.

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

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

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1 ARTICLE 18 - HEALTH AND SAFETY

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3           The County and the Department of Assessments agree to comply with all  
4 applicable federal, state and local laws and regulations regarding health and safety,  
5 including the Americans with Disabilities Act.  
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ARTICLE 19 - SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected within thirty (30) calendar days. The remaining parts or provisions shall remain in full force and effect.



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1 ARTICLE 20 - FULL UNDERSTANDING, WAIVER CLAUSE

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3 It is intended that this Agreement sets forth the full and entire understanding of  
4 the parties regarding the matters set forth herein, and any other prior or existing  
5 understanding or agreements by the parties, whether formal or informal, regarding any  
6 such matters are hereby superseded or terminated in their entirety.

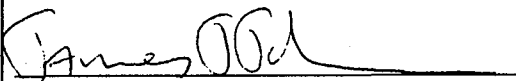
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8 The parties acknowledge that each has had the unlimited right within the law and  
9 the opportunity to make demands and proposals with respect to any matter deemed a  
10 proper subject for collective bargaining. The results of the exercise of the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

1 **ARTICLE 21 - TERMINATION AND RENEWAL**

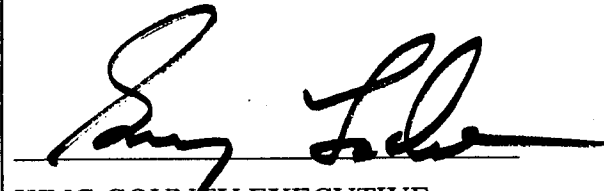
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3 This Agreement shall become effective January 1, 1994 and shall remain in effect  
4 until December 31, 1996.

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6 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 1995

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10 **SIGNATORY ORGANIZATION**

11  
12 

13 OPEIU, Local 8  
14 Jim Johnson

15  
16 

17 KING COUNTY EXECUTIVE  
18 Gary Locke

19 035C:C-95DOA2