November 14, 1997 03500197.doc clerk 11/20/97

	GREG NICKELS
	LARRY GOSSETT
Introduced by	LARRY PHILLIPS

Proposed No. 97-704

ORDINANCE NO.

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Office & Professional Employees International Union, Local 8 (Assessments), 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 the Office & Professional Employees International Union, Local 8 (Assessments), representing employees in the department of assessments and attached hereto is hereby approved and adopted by this reference made a part hereof.

King County Executive

Attachment:

Collective Bargaining Agreement

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COLLECTIVE BARGAINING AGREEMENT **BETWEEN**

KING COUNTY

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO (DEPARTMENT OF ASSESSMENTS)

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collective bargaining agreement 12950

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO (DEPARTMENT OF ASSESSMENTS)

AND

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.

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ARTICLE 1

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UNION/MANAGEMENT RELATIONS

Section 1.1 UNION RECOGNITION. The Employer recognizes the Union as the sole exclusive bargaining representative for all full-time and regular part-time office support and clerical employees of the King County Department of Assessments, excluding supervisors, management employees, temporary employees, confidential employees, and employees covered by other collective bargaining agreements. The positions represented by the Union are referenced in the attached Addendum "A." Section 1.2 UNION COVERAGE. The Employer shall notify the Union within thirty (30) days of the establishment of any new position in the department. The Employer shall consult with the Union as to the appropriateness of including any new position 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 positions in the bargaining unit. Section 1.3 UNION 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 employee's covered by this Agreement and hired on 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. Nothing in this Agreement shall prevent an employee from paying an agency fee as provided by law. Section 1.4 Nothing in this Article shall require an employee to join the Union who can substantiate that there exists bona fide religious tenets or teaching 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

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2	Section 1.5 In the event an employee fails to apply for or maintain his/her membership in the Union
3	as required, the Union may give the Employer notice of this fact. Within twenty (20) days after
4	receipt of such notice, if the employee has not obtained membership in the Union, the services of
5	such employee shall be terminated by the Employer
6	Section 1.6 UNION INSIGNIA. Employees who are members of the Union in good standing shall
7	be permitted to wear, during work hours, any type of union insignia prescribed by their international
8	or local organization. The wearing of such insignia by a Union member shall not be cause for
9	discipline. This provision shall not excuse an employee from following any departmental dress code.
10	Section 1.6(a) DUES DEDUCTION. The County agrees to deduct from the paycheck of each
11	employee who has authorized it, the regular monthly dues uniformly required of members of the
12	Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees
13	involved. Authorization by the employee shall be on a form approved by the parties hereto and may
4	be revoked by the employee upon request. The performance of this function is recognized as a
15	service to the Union by the County.
16	Section 1.7 BULLETIN BOARDS. The Department of Assessments shall provide bulletin board
17	space for the posing of Union-related material in areas accessible to bargaining unit members;
18	provided, however, that said space shall not be used for notices which are political in nature. All
9	material posted shall be officially identified as authorized for posting by the Union and a copy of all
20	material to be posted will be provided to the Department Manager prior to or concurrent to posting.
21	All material shall have an expiration date listed; once the expiration date has been reached, said
22	material may be removed by the Employer.
23	Section 1.7(a) HOLD HARMLESS. The Union shall indemnify, defend, and hold the County
24	harmless against any and all claims made and against any and all suits instituted against the County
25	arising directly or indirectly, out of any action taken or not taken by or on behalf of the County under
6	Sections 1.5 and 1.6(a) of this Article.

Section 1.7(b) UNION NOTIFICATION. Within five (5) days from assignment of any employee

for regular employment, the Employer shall forward the Union a completed membership application

Office & Professional Employees International Union, Local 8 (Assessments) January 1, 1997 through December 31, 1999 035C0397

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form signed by that employee. The Employer shall notify the Union promptly of all employees leaving its employment. Section 1.8 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. The Union shall notify the Employer of such visits in advance. 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. Sections 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

DEFINITIONS Section 2.1 PROBATIONARY EMPLOYEE. Newly hired employees shall serve a six (6) month probationary period. Employees advance one step in their 10-step pay range upon successful completion of the probation period. Section 2.2 FULL-TIME EMPLOYEES. Full-time employees are those employees regularly scheduled to work thirty-five (35) hours per week and fill a full-time budgeted position. Section 2.3 PART-TIME EMPLOYEES. Part-time employees are those employees employed in a part-time position. A part-time position is a permanent position established for a portion of or throughout a calendar year and which has an established work schedule of less than thirty-five (35) hours per week. Part-time employees shall be eligible to receive sick leave, vacation and holidays from the date of hire. Medical, dental and life insurance shall be provided to part-time employees at the full rate. Section 2.4 TEMPORARY EMPLOYEES. Temporary employees are those employees, either full- or part-time, employed on a temporary basis. The County agrees that it will not use temporary employees to supplant regular positions.

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.

ARTICLE 4

EMPLOYMENT PRACTICES

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

Section 4.1(a) The Employer recognizes that value of promoting within the department. Prior to any promotional opportunities, the Employer shall assess whether an internal candidate only process is in the best interests of the Department. The Employer retains the right to decide the breadth of the candidates' pool. In the event the Employer decides that it is in the best interests of the Department to limit the initial candidates' pool to bargaining unit members, the following procedure shall be followed:

Any such open or newly created position shall be posted for first consideration to all bargaining unit employees covered under this Agreement for a period of at least five (5) days on the bulletin board in the main office and other customary posting locations. The posting shall include job title, compensation and a statement of minimum qualifications.

During the five (5) day period, only employees who apply shall be considered for the position. The criteria for filling a position shall include, but is not limited to, considerations of job performance, ability and qualifications.

Employees not selected for such opening are encouraged to discuss with the appropriate hiring decision maker the areas of improvement which might lead to selection for subsequent openings.

Section 4.2 PROMOTIONS. A promoted permanent full-time employee, who has successfully completed his/her probationary period in his/her previous position, who is deemed unable to perform

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satisfactorily the duties of the new position during the first sixty (60) calendar days, or who
voluntarily requests to demote, shall be returned to the previously held position provided it is vacant
Vacancy shall mean an unfilled position which is not scheduled for upgrading and/or is filled with a
temporary employee. The Union shall be provided with a list of positions scheduled for upgrading.
Section 4.3 SYSTEMS CHANGE. The County and the Department of Assessments (hereinafter,
the "Department") recognize the mutual benefit to be attained by affording training opportunities to
employees and shall notify employees of departmental training opportunities relevant to an
employee's position. The County and the Department of Assessments shall have as a goal to provide
training, technology and all other resources necessary to enable employees to achieve excellence.
Further, the County and the Department of Assessments shall have as a goal that all employees have
equal access to training opportunities relevant to their positions. In the event an employee's request
for training is denied by the employee's supervisor, the employee may ask the next highest level of
supervision for a review of such denial. Employees should submit any relevant fact to support their
request for training at the time of the initial request.
Section 4.4 DISCIPLINE FOR JUST CAUSE. No permanent full-time or part-time employee,
who has successfully completed his/her probationary period, shall be disciplined except for just
cause. In addition, the Employer shall employ the concept of 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

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HOURS OF WORK

Section 5.1 WORKWEEK-WORKDAY. The regular hours of work shall not exceed eight and
three-fourth (8.75) hours in any one day for employees working four (4) days per week, Monday
through Thursday, nor more than thirty-five (35) hours in any one week between the hours of 6:00
a.m. and 5:00 p.m. Core hours for four (4) day workweek employees are 9:00 a.m. to 3:00 p.m. The
regular hours of work for employees working five (5) days per week shall not exceed seven (7) hours
in any one day, Monday through Friday, nor more than thirty-five (35) in any one week between the
hours of 8:30 a.m. to 4:30 p.m. Core hours for five (5) day workweek employees are 9:00 a.m. to
3:00 p.m. It is understood that the Employer may change the hours of any job where the working
hours no longer meet the requirements of the work flow. Employees may have flexible work
schedules with the mutual consent between the employee and the Employer.
Section 5.2 MEAL AND BREAK PERIODS. Each seven (7) hour workday shall include one
unpaid meal period of either thirty (30) minutes or one (1) hour approximately midway through the
shift, and two paid break periods of fifteen (15) minutes each. Each eight and three-fourths (8.75)
hour workday shall include one unpaid meal period of at least thirty (30) minutes approximately
midway through the shift, and two paid break periods of fifteen (15) minutes each. One additional
paid break period of fifteen (15) minutes may be taken during each three-hour overtime period.
Employees required to remain in the workplace during their meal period shall be paid.
SECTION 5.3 OVERTIME. Except as otherwise provided in this Article, employees shall be paid
at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay
for all hours worked in excess of one hour beyond their regularly scheduled workday, exclusive of
lunch period.
Make-up time shall not be included in determining whether an employee qualifies for the premiums
in this Section 5.3.

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

at overtime rate.

scheduled workday for the individual.

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

Section 5.4 CALL-IN PAY. A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed

Section 5.5 MAKEUP TIME. If an employee is unable to arrive at work at the usual starting time or needs to leave early due to circumstances beyond the employee's control, the employee may, at the employee's option and with the employee's supervisor's prior approval and without disciplinary consequences:

- (a) Makeup any lost time of less than thirty (30) minutes during the same day or workweek, or request to use vacation time.
- (b) Makeup any lost time more than thirty (30) minutes during the next two (2) weeks or deduct the time lost from the employee's accrued vacation. At no time may an employee make up time when working such makeup time will result in the employee working more than 40 hours in one week.

ARTICLE 6

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WAGE RATES

•	Section 6.1(a) Effective January 1, 1997, the salary in effect on December 31, 1996 for each
1	employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All
5	U. S. Cities, September 1995 to September 1996. In no event shall such increase be less than a
5	minimum of two percent (2%) or greater than a maximum of six percent (6%).

	Section 6.1(b) Effective January 1, 1998, the safary in effect on December 31, 1997 for each
	employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for Al
	U. S. Cities, September 1996 to September 1997. In no event shall such increase be less than a
1	minimum of two percent (2%) or greater than a maximum of six percent (6%).

Section 6.1(c) Effective January 1, 1999, the salary in effect on December 31, 1998 for each
employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All
U. S. Cities, September 1997 to September 1998. 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 6.2 Effective January 1, 1998, employees on Step 2 through Step 9 of their pay range with	1
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.	

Section 6.3 Effective January 1, 1997, the pay range for the classification of Abstract Technician
shall be increased from King County Pay Range 31 to King County Pay Range 32. Employees shall
be placed on the new pay range step to step.

Section 6.4 Effective January 1, 1998, the pay range for the classification of Abstract Technician
shall be increased to King County Pay Range 33. Employees shall be placed on the step of the new
pay range which is closest to their then current salary. For example an employee who is at Step 6 of
Pay Range 32 on December 31, 1997, shall on January 1, 1998 receive a step increase to Step 7 on
Pay Range 32 and will then be placed at Step 6 of Pay Range 33.

Section 6.5 Employees at Step 10 are not eligible for Step increases; provided, however, employees

receiving above Step 10 merit awards as of January 1, 1993 shall be eligible to retain those awards. provided that their performance is rated outstanding each succeeding year. Section 6.6 New employees shall be hired at Step 1 of their respective Pay Range, or at another appropriate step, as determined by the Employer, depending upon their qualifications and departmental needs, and advanced one (1) pay step within their pay range after the successful completion of a six (6) month probationary period. Advancement to Step 2, or other appropriate step if hired above Step 1, may be denied upon serving written notice thereof. Written notice to the employee should specify the reason(s) behind the unsatisfactory completion of the probationary period. Section 6.7 The job classifications of the employees covered by this Agreement and their current rates of pay are listed in Addendum A of this Agreement.

HOLIDAYS

<u>Section 7.1 HOLIDAYS OBSERVED</u>. The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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

Section 7.2 HOLIDAY PAY.

Section 7.2(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.

Section 7.2(b) Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime and vacation accrual.

Section 7.2(c) Work on a holiday. Work performed on holidays shall be paid at one and one-half (1 1/2) times the regular rate in addition to the regular holiday pay (i.e., double time and one-half [2 1/2]).

Section 7.2(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 observed the preceding Thursday by four-day employees. For those employees whose work schedule does not include Friday shall receive

1	Wednesday off in Thanksgiving week in lieu of the day after Thanksgiving.
2	Section 7.2(e) Proration of Paid Holidays for Part-time Employees. A regular part-time employee
3	shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon straight-time
4	hours compensated during the pay period prior to the pay period in which the holiday falls.
5	Section 7.2(f) Any improvements in holiday benefits granted to other non-represented County
6	employees and/or to other employees in the Department of Assessments shall be provided to all
7	bargaining unit employees.
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ARTICLE 8

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VACATION

Section 8.1(a) Regular full-time employees shall receive vacation leave benefits based on an hourly rate of accrual for each hour in pay status exclusive of overtime, as indicated in the following table:

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Full Years of Service	Maximum Annual Leave	Hourly Accrual Rate (for 35-hour workweek)
Upon hire through end of	12 days (84 hours)	0.0462
Year 5		
Upon beginning of Year 6	15 days (105 hours)	0.0577
Upon beginning of Year 9	16 days (112 hours)	0.0616
Upon beginning of Year 11	20 days (140 hours)	0.0770
Upon beginning of Year 17	21 days (147 hours)	0.0808
Upon beginning of Year 18	22 days (154 hours)	0.0847
Upon beginning of Year 19	23 days (161 hours)	0.0885
Upon beginning of Year 20	24 days (168 hours)	0.0923
Upon beginning of Year 21	25 days (175 hours)	0.0962
Upon beginning of Year 22	26 days (182 hours)	0.1001
Upon beginning of Year 23	27 days (189 hours)	0.1039
Upon beginning of Year 24	28 days (196 hours)	0.1078
Upon beginning of Year 25	29 days (203 hours)	0.1116
Upon beginning of Year 26	30 days (210 hours)	0.1154
and beyond		<u> </u>

Section 8.1(b) Notwithstanding the above schedule, full-time regular employees who were employed on or before December 31, 1995 and by that date had completed at least three (3) but less than five

Section 8.1(j) Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. Full-time regular employees and part-time regular employees shall be paid for accrued vacation leave to their date of separation up to the maximum

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1	accrual amount if they have successfully completed their first six (6) months of County service and
2	are in good standing. Payment shall be the accrued vacation leave multiplied by the employee's rate
3	of pay in effect upon the date of leaving County employment less mandatory withholdings.
4	Section 8.1(k) No employee shall be permitted to work for compensation for the County in any
5	capacity during the time when vacation benefits are being drawn.
6	Section 8.1(1) For employees covered by the overtime requirements of the Fair Labor Standards Ac
7	vacation may be used in fifteen (15) minute increments at the discretion of the Department Director
8	or designee.
9	Section 8.1(m) Employees shall not use or be paid for vacation leave until it has accrued and such
10	use or payment is consistent with the provisions of this Section.
11	Section 8.1(n) In cases of separation from County employment by death of an employee with
12	accrued vacation leave and who has successfully completed his/her first six (6) months of County
13	service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
14	employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.
15	Section 8.1(0) If an employee resigns from County employment in good standing or is laid off and
16	subsequently returns to County employment within two (2) years of such resignation or lay off, as
17	applicable, the employee's prior County service shall be counted in determining the vacation leave
18	accrual rate under paragraph 8.1(a) of this Section.
19	Section 8.2 EMPLOYER RESPONSE TO VACATION REQUESTS. A vacation request of one
20	(1) day or less should be submitted at least three (3) days in advance. A vacation of more than one
21	(1) day should be requested at least one (1) week in advance. Employee vacation requests shall be
22	approved or denied in writing by an employee's supervisor within one (1) week after submission to
23	the Employer. Vacation approvals, once given, may not be rescinded by the Employer.
24	Section 8.3 Any improvements in vacation benefits granted to other non-represented County
25	employees and/or other employees in the Department of Assessments shall be provided to all

bargaining unit employees.

ARTICLE 9

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Section 9.1(a) Full-time regular employees and part-time regular employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of seven (7) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment.

- Section 9.1(b) Temporary employees shall not receive sick leave benefits.
- Section 9.1(c) The employee is not entitled to sick leave if not previously earned.
- Section 9.1(d) There shall be no limit to sick leave hours accrued by an eligible employee.
- Section 9.1(e) During the first six (6) months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination.
- Section 9.1(f) For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in fifteen (15) minute increments, at the discretion of the appointing authority. Section 9.1(g) Accrued sick leave may be used for the following reasons:
 - The employee's bona fide illness; provided that an employee who suffers an occupational illness may not simultaneously collect sick leave and Workers' Compensation payments in a total amount greater than the net regular pay of the employee;
 - The employee's incapacitating injury, provided that:
 - (a) An employee injured on the job may not simultaneously collect sick leave and Workers' Compensation payments in a total amount greater than the net regular pay of the employee;
 - (b) An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with King County.
 - Exposure to contagious diseases and resulting in quarantine.

(4) A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

- (5) The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments.
- (6) To care for the employee's child or the child of the employee's domestic partner if the following conditions are met:
 - (a) The child is under the age of 18;
 - (b) The employee is the natural parent, stepparent, adoptive parent, legal guardian, or other person having legal custody and control of the child;
 - (c) The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work
 - (d) The employee actually attends to the child during the absence from work.
- (7) Employees shall be entitled to use sick leave to a maximum amount of three (3) days for each instance where such employee is required to care for immediate family members who are seriously ill. There shall be no limit on the use of sick leave to care for children under paragraph 9.1(g)(6) of this Section.
- (8) Up to one (1) day of sick leave may be used by a male employee for the purpose of being present at the birth of his child.

<u>Section 9.1(h)</u> Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

Section 9.1(i) An employee who has exhausted all of his/her sick leave may use accrued vacation as sick leave before going on leave of absence without pay, if approved by his/her appointing authority.

Section 9.1(j) Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing or be laid off and return to County employment within two (2) years, accrued sick leave shall be

1 restored.

2	Section 9.1(k) Employees eligible to accrue sick leave and who have successfully completed at leas
3	five (5) years of County service and who retire as result of length of service or who terminate by
4	reason of death shall be paid, or their estates be paid, or as provided for by RCW Title 11, as
5	applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave
6	multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
7	mandatory withholdings.
8	Section 9.1(1) Any improvements in sick leave benefits granted to other non-represented County

<u>Section 9.1(1)</u> Any improvements in sick leave benefits granted to other non-represented County employees and/or to other employees in the Department of Assessments shall be provided to all bargaining unit employees.

Section 9.2 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, she/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.

<u>Section 9.3</u> Any improvements in sick leave benefits granted to other non-represented County employees and/or to other employees in the Department of Assessments shall be provided to all bargaining unit employees.

LEAVES OF ABSENCE

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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. During the life of the Agreement, the Employer may reopen any Article of this Agreement to bargain the impact of any County policy related to the Family Medical Leave Act.

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 employee's spouse. In no event may an employee be granted more than three (3) days paid bereavement leave per year. 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 combined amount of Workers' Compensation Insurance and supplemental leave benefits exceed the employee's daily wages received prior to the industrial accident.

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.

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.

Section 11.2 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:

- (a) fully describe the grievance and how the employee(s) was/were adversely affected;
- (b) set forth the Section(s) of the contract allegedly violated;
- (c) indicate the date(s) of the incident(s) grieved;
- (d) specify the remedy or solution to the grievance sought by the employee(s);
- (e) identify the grievant and be signed by the grievant;
- (f) 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

Step 4: Grievance Mediation If 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

If the grievance is not pursued to the next higher level within ten (10) working days it shall be

his/her written decision available to the aggrieved employee within seven (7) working days.

presumed resolved.

Step 3: Labor Relations If after thorough evaluation, the decision of the division manager 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 Human Resources Management (OHRM) within ten (10) workdays of the department head's response. All letters, memoranda and other written materials previously submitted shall be given to the OHRM representative for evaluation, and the grievance shall also include the specific reason(s) the answer previously provided is not satisfactory. The OHRM representative and the Union representative shall meet within ten (10) workdays for the purpose of resolving the grievance. The OHRM 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,

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upon mutual agreement, the Union may submit the grievance to the Public Employment' Relations Commission (PERC) 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.

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:

Oral or written reprimands.

The Union or Employer may submit the issue(s) to arbitration within twenty (20) workday's 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. 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 11.3 TIME LIMITS. The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement by the parties, however, any such extension must be confirmed in writing.

ARTICLE 12

BENEFITS

vision and life insurance programs during the life of this Agreement, except as may be otherwise provided for in this Article 12. Such coverage shall be provided to employees and their dependents, including domestic partners, beginning the first day of the first month following completion of three

Section 12.1 The Employer shall maintain the current level of benefits under its medical, dental.

(3) calendar months of employment.

Section 12.2 All employees subject to this Agreement shall be covered by the State Industrial Accident Insurance.

Section 12.3 The County agrees to continue the Labor-Management Insurance Committee comprised of representatives from the County and labor. The function of the committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor-Management Insurance Committee.

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ARTICLE 13

SENIORITY

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

- 1. Transfers, as set forth in Section 4.8 Transfers.
- 2. Layoff and rehires, as set forth in Article 14 Reduction-in-Force/Layoff-Rehire.
- 3. The scheduling of vacation. Where two or more employees submit vacation requests simultaneously and only one can be approved, the request of the employee with the most seniority shall be approved.

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

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

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REDUCTION-IN-FORCE/LAYOFF/REHIRE

Section 14.1 Employees laid off as a result of a reduction of work and/or a shortage of funds shall be
laid off according to seniority within the Department of Assessments. The least senior employee(s)
in the affected job classification shall be the first laid off; 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.

Section 14.2 Employees laid off shall be recalled into his/her job classification in the inverse order of layoff.

Section 14.3 In any layoff, more senior employees, if qualified, 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:

- (a) The employee to be bumped has less bargaining unit seniority than the employee who elects to bump; and
- (b) The employee to be bumped is at a lower pay range than the employee who elects to bump; and
- (c) The employee electing to bump has passed probation in the classification to which he/she is electing to bump or the employee electing to bump holds a position in a classification in the same classification series as the position into which he/she is electing to bump (i.e., an Office Technician II may bump an Office Technician I).

Section 14.4 Employees shall maintain layoff recall rights for twenty-four (24) months from the date of layoff and may be removed from the department recall list for any one of the following reasons:

- The expiration of two (2) years from the date of layoff;
- (b) Failure to accept employment or report to work in a comparable position or job class;
- (c) Re-employment in a comparable position or job class;
- (d) Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;

1	(e) Failure to respond within seven (7) days to a communication regarding availability of
2	employment;
3	(f) Request in writing by the laid-off employee to be removed from the list.
4	Section 14.5 The County agrees to notify the Union at least two (2) weeks in advance, in writing, of
5	any anticipated reduction in force. Such notice shall include the name, classification and hire-in date
6	of all such employees scheduled to be laid off.
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ARTICLE 15

WORK STOPPAGES AND EMPLOYER PROTECTION

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Section 13.1 The County and the Onion 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 15.2 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 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.

<u>Section 15.3</u> Any employee who commits any act prohibited in this Article shall be subject to discharge, suspension or other disciplinary action as may be applicable to such employee.

Office & Professional Employees International Union, Local 8 (Assessments) January 1, 1997 through December 31, 1999 035C0397

MISCELLANEOUS

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Section 16.1 All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Ordinance. Parking, ferry fares and toll charges shall be reimbursed by the Employer.

Section 16.2 In situations where an employee is assigned work in a higher classification for a specified length of time, not exceeding two (2) months, normal promotional procedures shall not be required.

Section 16.3 Employees performing work in a higher classification in excess of two (2) workweeks when properly assigned in writing, shall receive the recruiting level salary for that classification or five percent (5%) above their present salary, whichever is greater, for all time so assigned.

Section 16.4 Any improvements to transit/commuting subsidies given to the majority of nonrepresented County employees shall also be offered to members of the bargaining unit.

Section 16.5 The County is currently engaged in a Classification and Compensation Study for most County positions. The parties agree that upon completion of the Classification and Compensation Study, either party may reopen this Agreement to bargain over the wage rates of any bargaining unit classification.

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ARTICLE 17

MANAGEMENT RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing including, but no 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.

HEALTH AND SAFETY

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The County and the Department of Assessments agree to comply with all applicable federal, state and local laws and regulations regarding health and safety, including the Americans with Disabilities Act.

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.

FULL UNDERSTANDING, WAIVER CLAUSE

ARTICLE 20

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

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

ARTICLE 21

TERMINATION AND RENEWAL

This Agreement shall remain in full force and effect from the date of ratification by the parties (including final approval by King County Ordinance) until December 31, 1999. The wage increases shall be effective in accordance with the dates listed in Article 6. APPROVED this day of King County Executive

aux	C. Winhers	
		

Office and Professional Employees International Union, Local No. 8

Union Document Code: contract\proofed\doa-sh.doc opeiu#23afl-cio

Union code OPEUA 2.7% increase for 1/1/97

Binder Code: 035

Office Professional Employees International, Local 8 Department of Assessments 1997 Wage Addendum

35 Hour Rate (See 1997 Salary Schedule)

Salary Range	Class code	JOB CLASS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		·	<u> </u>	1		T T					 	
31	0051	Abstract Technician	12.9619	13.5807	13.9062	14.2398	14.5810	14.9315	15.2903	15.6582	16.0352	16.4219
19	0005	Office Assistant I	9.7843	10.2451	10.4872	10.7349	10.9884	11.2492	11.5162	11.7894	12.0703	12.3575
23	0006	Office Assistant II	10.7407	11.2492	11.5162	11.7894	12.0703	12.3575	12.6522	12.9543	13.2635	13.5807
26	0007	Office Assistant III	11.5225	12.0703	12.3575	12.6522	12.9543	13.2635	13.5807	13.9062	14.2398	14.5810
29	0012	Office Technician I	12.3645	12.9543	13.2635	13.5807	13.9062	14.2398	14.5810	14.9315	15.2903	15.6582
31	0013	Office Technician II	12.9619	13.5807	13.9062	14.2398	14.5810	14.9315	15.2903	15.6582	16.0352	16.4219
36	0014	Office Technician III	14.5894	15.2903	15.6582	16.0352	16.4219	16.8180	17.2243	17.6407	18.06 7 7	18.5044
22	0111	Data Entry Operator I	10.4928	10.9884	11.2492	11.5162	11.7894	12.0703	12.3575	12.6522	12.9543	13.2635
29	0112	Data Entry Operator II	12.3645	12.9543	13.2635	13.5807	13.9062	14.2398	14.5810	14.9315	15.2903	15.6582
31	0113	Data Entry Operator III	12.9619	13.5807	13.9062	14.2398	14.5810	14.9315	15.2903	15.6582	16.0352	16.4219
36	0114	Lead Data Entry Op.	14.5894	15.2903	15.6582	16.0352	16.4219	16.8180	17.2243	17.6407	18.0677	18.5044
34	0025	Secretary II	13.9138	14.5810	14.9315	15.2903	15.6582	16.0352	16.4219	16.8180	17.2243	17.6407



