



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 29, 2000

Ordinance 13746

Proposed No. 2000-0152.1

Sponsors Nickels, Pullen and Phillips

1 AN ORDINANCE approving and adopting the Collective
2 Bargaining Agreement and two Memoranda of Agreement
3 negotiated by and between King County and Office and
4 Professional Employees International Union, Local 8
5 representing employees in the Department of Assessments;
6 and establishing the effective date of said Agreement.

7

8 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

9 SECTION 1. The Collective Bargaining Agreement and two Memoranda of
10 Agreement negotiated between King County and Office and Professional Employees
11 International Union, Local 8, representing employees in the Department of Assessments
12 and attached hereto is hereby approved and adopted by this reference made a part hereof.

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SECTION 2. Terms and conditions of said agreements shall be effective from
January 1, 2000, through and including December 31, 2002.

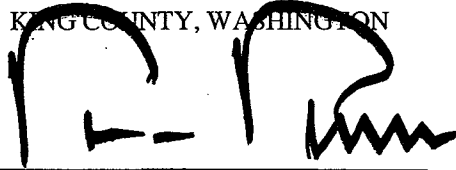
Ordinance 13746 was introduced on 2/14/00 and passed by the Metropolitan King County Council on
2/28/00, by the following vote:

Yes: 9 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Mr. Nickels, Mr. Pullen,
Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

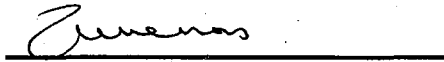
Excused: 4 - Mr. Phillips, Mr. Pelz, Ms. Sullivan and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



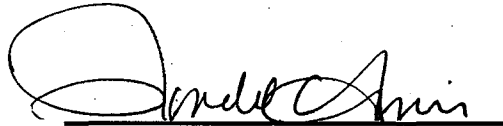
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of March, 2000.



Ron Sims, County Executive

- Attachments**
- A. Collective Bargaining Agreement Between King County and Office and Professional Employees International Union, Local No. 8, AFL-CIO Department of Assessments, B. Memorandum of Agreement by and between King County and Office and Professional Employees International Union Local 8 representing employees in Department of Assessments, C. Memorandum of Agreement Regarding Wages for Administrative Support Services Occupational Group by and Between King County and Union Bargaining Coalition, D. Memorandum of Agreement by and between King County and Office and Professional Employees International Union Local 8 representing employees in Department of Assessments

A

13746

**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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1 **COLLECTIVE BARGAINING AGREEMENT**

2 **BETWEEN**

3 **KING COUNTY**

4 **AND**

5 **OFFICE AND PROFESSIONAL EMPLOYEES**

6 **INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO**

7 **(DEPARTMENT OF ASSESSMENTS)**

8
9 **PREAMBLE**

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

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

1 **ARTICLE 1: UNION/MANAGEMENT RELATIONS**

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

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

14 **Section 1.3 UNION MEMBERSHIP.** It shall be a condition of employment that all
15 employees covered by this Agreement who are members of the Union in good standing on the
16 effective date of this Agreement shall remain members in good standing and those who are not
17 members in good standing on the effective date of this Agreement shall, on the thirtieth (30th) day
18 following the effective date of this Agreement, become and remain members in good standing in the
19 Union. It shall also become a condition of employment that all employee's covered by this
20 Agreement and hired on or assigned into the bargaining unit on or after the effective date shall, on the
21 thirtieth (30th) day following the beginning of such employment, become and remain members in
22 good standing. Nothing in this Agreement shall prevent an employee from paying an agency fee as
23 provided by law.

24 **Section 1.4** Nothing in this Article shall require an employee to join the Union who can
25 substantiate a right to exemption from such requirement, based on a bona fide religious belief, or
26 bona fide religious tenets or teaching of a church or religious body of which the employee is a
27 member, in which case an amount of money equivalent to regular Union dues and initiation fee shall
28 be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining

1 representative to which such employee would otherwise pay the dues and initiation fee. The
2 employee shall every thirty (30) days furnish proof that such payment has been made.

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

7 **Section 1.6 UNION INSIGNIA.** Employees who are members of the Union in good
8 standing shall be permitted to wear, during work hours, any type of union insignia prescribed by their
9 international or local organization. The wearing of such insignia by a Union member shall not be
10 cause for discipline. This provision shall not excuse an employee from following any departmental
11 dress code.

12 **Section 1.6(a) DUES DEDUCTION.** The County agrees to deduct from the paycheck of
13 each employee who has authorized it, the regular monthly dues uniformly required of members of the
14 Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees
15 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
16 be revoked by the employee upon request. The performance of this function is recognized as a
17 service to the Union by the County.

18 **Section 1.7 BULLETIN BOARDS.** The Department of Assessments shall provide bulletin
19 board space for the posing of Union-related material in areas accessible to bargaining unit members;
20 provided, however, that said space shall not be used for notices which are political in nature. All
21 material posted shall be officially identified as authorized for posting by the Union and a copy of all
22 material to be posted will be provided to the Department Manager prior to or concurrent to posting.
23 All material shall have an expiration date listed; once the expiration date has been reached, said
24 material may be removed by the Employer.

25 **Section 1.7(a) HOLD HARMLESS.** The Union shall indemnify, defend, and hold the
26 County harmless against any and all claims made and against any and all suits instituted against the
27 County arising directly or indirectly, out of any action taken or not taken by or on behalf of the
28 County under Sections 1.5 and 1.6(a) of this Article.

1 **Section 1.7(b) UNION NOTIFICATION.** Within five (5) days from assignment of any
2 employee for regular employment, the Employer shall forward the Union a completed membership
3 application form signed by that employee. The Employer shall notify the Union promptly of all
4 employees leaving its employment.

5 **Section 1.8 VISITATION.** An authorized Union Representative may visit the work location
6 of employees covered by this Agreement for the purpose of investigating grievances and observing
7 working conditions. The visits shall not interfere with or disturb employees in the performance of
8 their work. The Union shall notify the Employer of such visits in advance.

9 **Section 1.9 SHOP STEWARD.** The County agrees to recognize employees appointed and
10 identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a
11 Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be
12 scheduled by mutual agreement between the parties and held during regular working hours.

13 **Section 1.10 JOB POSTINGS.** All positions to be filled in the Department of Assessments,
14 and open internally only to Department employees, shall continue to be posted in designated places,
15 such as electronic mail posting.

16 **Section 1.11 EMPLOYEE RIGHTS.** The County agrees that all employees should be
17 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 (6)
3 month probationary period. Employees advance one step in their 10-step pay range upon successful
4 completion of the probation period.

5 **Section 2.2 FULL-TIME EMPLOYEES.** Full-time employees are those employees
6 regularly scheduled to work thirty-five (35) hours per week and fill a full-time budgeted position.

7 **Section 2.3 PART-TIME EMPLOYEES.** Part-time employees are those employees
8 employed in a part-time position. A part-time position is a permanent position established for a
9 portion of or throughout a calendar year and which has an established work schedule of less than
10 thirty-five (35) hours per week. Part-time employees shall be eligible to receive sick leave, vacation
11 and holidays from the date of hire. Medical, dental and life insurance shall be provided to part-time
12 employees at the full rate.

13 **Section 2.4 TEMPORARY EMPLOYEES.** Temporary employees are those employees,
14 either full- or part-time, employed on a temporary basis. The County agrees that it will not use
15 temporary employees to supplant regular positions.

1 **ARTICLE 3: NON-DISCRIMINATION**

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

8 Grievances under this Article may be pursued only through Step 2 of the grievance process.
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1 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

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

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

1 **Section 4.3 SYSTEMS CHANGE.** The County and the Department of Assessments
2 (hereinafter, the "Department") recognize the mutual benefit to be attained by affording training
3 opportunities to employees and shall notify employees of departmental training opportunities relevant
4 to an employee's position. The County and the Department of Assessments shall have as a goal to
5 provide training, technology and all other resources necessary to enable employees to achieve
6 excellence. Further, the County and the Department of Assessments shall have as a goal that all
7 employees have equal access to training opportunities relevant to their positions. In the event an
8 employee's request for training is denied by the employee's supervisor, the employee may ask the
9 next highest level of supervision for a review of such denial. Employees should submit any relevant
10 fact to support their request for training at the time of the initial request.

11 **Section 4.4 DISCIPLINE FOR JUST CAUSE.** No permanent full-time or part-time
12 employee, who has successfully completed his/her probationary period, shall be disciplined except
13 for just cause. In addition, the Employer shall employ the concept of progressive discipline in the
14 administration of employee discipline. Further, the Employer shall forward a copy of any and all
15 disciplinary notices relating to an employee's work performance to the Union within five (5) days of
16 issuance to the employee.

17 **Section 4.5 PROGRESSIVE DISCIPLINE.** The Employer and the Union agree with the
18 principle of progressive discipline. Types of progressive discipline may include, but are not limited
19 to, oral reprimands, written reprimands, suspension and discharge.

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

27 **Section 4.7 JOB DESCRIPTIONS.** Upon request, the Employer shall provide the Union
28 and employee copies of classification specifications for any classification within the bargaining unit.

1 The Employer shall notify the Union of any proposed modifications and revisions thereto. The
2 Employer will review and update classification specifications periodically. The Employer will notify
3 the Union in writing of any new classifications or positions to be covered by this Agreement.

4 **Section 4.8 TRANSFERS.** Lateral transfers within the same job classification within the
5 Department of Assessments shall be made on the basis of qualifications and individual abilities. If
6 the Department determines that two or more employees possess equal qualifications and individual
7 abilities, the more senior employee shall be the employee transferred. The Department's decision as
8 to which employee is most qualified shall be final and not subject to the grievance provisions of this
9 Agreement. Additionally, the Department's decision that two or more employees possess equal
10 qualifications and individual abilities shall be final and not subject to the grievance provisions of this
11 Agreement. If an employee making such a transfer has already served a probationary period for the
12 job classification involved, the employee shall not serve an additional probationary period. A
13 transferred employee who voluntarily requests to return to his/her previously held position within
14 ninety (90) calendar days of the initial transfer may do so if that position is vacant. Vacancy shall
15 mean an unfilled position which is not scheduled for upgrading and/or is filled with a temporary
16 employee.

1 **ARTICLE 5: HOURS OF WORK**

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

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

19 **SECTION 5.3 OVERTIME.** Except as otherwise provided in this Article, employees shall
20 be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate
21 of pay for all hours worked in excess of one hour beyond their regularly scheduled workday,
22 exclusive of lunch period.

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

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

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

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

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

10 (a) Makeup any lost time of less than thirty (30) minutes during the same day or
11 workweek, or request to use vacation time.

12 (b) Makeup any lost time more than thirty (30) minutes during the next two (2) weeks
13 or deduct the time lost from the employee's accrued vacation. At no time may an employee make up
14 time when working such makeup time will result in the employee working more than 40 hours in one
15 week.

1 **ARTICLE 6: WAGE RATES**

2 **Section 6.1(a)** Effective January 1, 2000, the salary in effect on December 31, 1999 for each
3 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
4 Cities, September 1998 to September 1999. In no event shall such increase be less than a minimum
5 of two percent (2%) or greater than a maximum of six percent (6%).

6 **Section 6.1(b)** Effective January 1, 2001, the salary in effect on December 31, 2000 for each
7 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
8 Cities, September 1999 to September 2000. In no event shall such increase be less than a minimum
9 of two percent (2%) or greater than a maximum of six percent (6%).

10 **Section 6.1(c)** Effective January 1, 2002, the salary in effect on December 31, 2001 for each
11 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
12 Cities, September 2000 to September 2001. In no event shall such increase be less than a minimum
13 of two percent (2%) or greater than a maximum of six percent (6%).

14 **Section 6.2** Employees on Step 2 through Step 9 of their pay range will receive a one (1) step
15 increase on January 1st of each year; provided they receive at least a satisfactory rating on their
16 performance evaluation for the previous year. An employee must complete his/her probationary
17 period prior to October 1st to be eligible for a Step increase the following January 1st.

18 **Section 6.3** Employees at Step 10 are not eligible for Step increases; provided, however,
19 employees receiving above Step 10 merit awards as of January 1, 1993 shall be eligible to retain
20 those awards, provided that their performance is rated outstanding each succeeding year.

21 **Section 6.4** The job classifications of the employees covered by this Agreement and their
22 current rates of pay are listed in Addendum A of this Agreement.

23 **Section 6.5** New employees shall be hired at Step 1 of their respective Pay Range, or at
24 another appropriate step, as determined by the Employer, depending upon their qualifications and
25 departmental needs, and advanced one (1) pay step within their pay range after the successful
26 completion of a six (6) month probationary period. Advancement to Step 2, or other appropriate step
27 if hired above Step 1, may be denied upon serving written notice thereof. Written notice to the
28 employee should specify the reason(s) behind the withholding of the salary step.

1 **ARTICLE 7: HOLIDAYS**

2 **Section 7.1 HOLIDAYS OBSERVED.** The following days or days in lieu thereof shall be
3 recognized as holidays without salary deduction:

4

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

15

16 **Section 7.2 HOLIDAY PAY**

17 **Section 7.2(a)** Full-time employees regularly assigned to a five-day per week schedule shall
18 be credited fourteen (14) hours of vacation leave November 20 of each year.

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

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

24 **Section 7.2(d)** Holidays falling on Saturday shall be observed the preceding Friday unless
25 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless
26 otherwise designated. Holidays that fall on Friday or Saturday shall be observed the preceding
27 Thursday by four-day employees. For those employees whose work schedule does not include Friday
28 shall receive Wednesday off in Thanksgiving week in lieu of the day after Thanksgiving.

1 **Section 7.2(e)** Proration of Paid Holidays for Part-time Employees. A regular part-time
2 employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon
3 straight-time hours compensated during the pay period prior to the pay period in which the holiday
4 falls.

5 **Section 7.2(f)** Any improvements in holiday benefits granted to other non-represented
6 County employees and/or to other employees in the Department of Assessments shall be provided to
7 all bargaining unit employees.

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1 **ARTICLE 8: VACATION**

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

5

6	7	8	9
Full Years of Service	Maximum Annual Leave	Hourly Accrual Rate (for 35-hour workweek)	
Upon hire through end of Year 5	12 days (84 hours)	0.0462	
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 and beyond 26	30 days (210 hours)	0.1154	

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21 **Section 8.1(b)** Notwithstanding the schedule set forth in Section 9.1, a regular full-time
22 employee shall begin to accrue vacation leave at the rate of eight point seven five (8.75) hours per
23 month on the first day of the employee's fourth (4th) year of employment.

24 **Section 8.1(c)** Beginning on the first day of their sixth full year of service, all such
25 employees shall accrue vacation leave as set forth in Section 8.1(a), above.

26 **Section 8.1(d)** Part-time regular employees shall accrue vacation leave as set forth in Section
27 8.1(a), above; provided, however, such accrual rates shall be prorated to reflect his/her normally
28 scheduled workweek.

1 **Section 8.1(e)** Temporary employees shall not be granted vacation benefits.

2 **Section 8.1(f)** Employees eligible for vacation leave shall accrue vacation leave from their
3 date of hire.

4 **Section 8.1(g)** Full-time regular employees may accrue up to sixty days (420 hours) of
5 vacation leave. Part-time regular employees may accrue up to sixty (60) days (420 hours) prorated to
6 reflect their normally scheduled workweek.

7 **Section 8.1(h)** Employees eligible for vacation leave shall use vacation leave beyond the
8 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond
9 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
10 amount unless the appointing authority has approved a carryover of such vacation leave because of
11 cyclical workloads, work assignments, or other reasons as may be in the best interests of the County.
12 The maximum vacation accrual amounts established above shall apply to vacation accruals as of
13 December 31, 1995.

14 **Section 8.1(i)** Employees shall not be eligible to take or be paid for vacation leave until they
15 have successfully completed their first six (6) months of County service, and if they leave County
16 employment prior to successfully completing their first six (6) months of County service, shall forfeit
17 and not be paid for accrued vacation leave. Full-time regular employees and part-time regular
18 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
19 accrual amount if they have successfully completed their first six (6) months of County service and
20 are in good standing. Payment shall be the accrued vacation leave multiplied by the employee's rate
21 of pay in effect upon the date of leaving County employment less mandatory withholdings.

22 **Section 8.1(j)** No employee shall be permitted to work for compensation for the County in
23 any capacity during the time when vacation benefits are being drawn.

24 **Section 8.1(k)** For employees covered by the overtime requirements of the Fair Labor
25 Standards Act, vacation may be used in fifteen (15) minute increments at the discretion of the
26 Department Director or designee.

27 **Section 8.1(l)** Employees shall not use or be paid for vacation leave until it has accrued and
28 such use or payment is consistent with the provisions of this Section.

1 **Section 8.1(m)** In cases of separation from County employment by death of an employee
2 with accrued vacation leave and who has successfully completed his/her first six (6) months of
3 County service, payment of unused vacation leave up to the maximum accrual amount shall be made
4 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

5 **Section 8.1(n)** If an employee resigns from County employment in good standing or is laid
6 off and subsequently returns to County employment within two (2) years of such resignation or lay
7 off, as applicable, the employee's prior County service shall be counted in determining the vacation
8 leave accrual rate under paragraph 8.1(a) of this Section.

9 **Section 8.2 EMPLOYER RESPONSE TO VACATION REQUESTS.** A vacation request
10 of one (1) day or less should be submitted at least three (3) days in advance. A vacation of more than
11 one (1) day should be requested at least one (1) week in advance. Employee vacation requests shall
12 be approved or denied in writing by an employee's supervisor within one (1) week after submission
13 to the Employer. Vacation approvals, once given, may not be rescinded by the Employer.

14 **Section 8.3** Any improvements in vacation benefits granted to other non-represented County
15 employees and/or other employees in the Department of Assessments shall be provided to all
16 bargaining unit employees.

1 **ARTICLE 9: SICK LEAVE**

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

6 **Section 9.1(b)** Temporary employees shall not receive sick leave benefits.

7 **Section 9.1(c)** The employee is not entitled to sick leave if not previously earned.

8 **Section 9.1(d)** There shall be no limit to sick leave hours accrued by an eligible employee.

9 **Section 9.1(e)** During the first six (6) months of service, employees eligible to accrue
10 vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as
11 an extension of sick leave. If an employee does not work a full six (6) months, any vacation leave
12 used for sick leave must be reimbursed to the County upon termination.

13 **Section 9.1(f)** For employees covered by the overtime requirements of the Fair Labor
14 Standards Act, sick leave may be used in fifteen (15) minute increments, at the discretion of the
15 appointing authority.

16 **Section 9.1(g)** Accrued sick leave may be used for the following reasons:

17 (1) The employee's bona fide illness; provided that an employee who suffers an
18 occupational illness may not simultaneously collect sick leave and Workers' Compensation payments
19 in a total amount greater than the net regular pay of the employee;

20 (2) The employee's incapacitating injury, provided that:

21 (a) An employee injured on the job may not simultaneously collect sick leave
22 and Workers' Compensation payments in a total amount greater than the net regular pay of the
23 employee;

24 (b) An employee may not collect sick leave for physical incapacity due to any
25 injury or occupational illness which is directly traceable to employment other than with King County.

26 (3) Exposure to contagious diseases and resulting in quarantine.

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

1 (5) The employee's medical or dental appointments, provided that the employee's
2 appointing authority has approved the use of sick leave for such appointments.

3 (6) To care for the employee's child or the child of the employee's domestic partner if
4 the following conditions are met:

5 (a) The child is under the age of 18;

6 (b) The employee is the natural parent, stepparent, adoptive parent, legal
7 guardian, or other person having legal custody and control of the child;

8 (c) The employee's child or the child of an employee's domestic partner has a
9 health condition requiring the employee's personal supervision during the hours of his/her absence
10 from work;

11 (d) The employee actually attends to the child during the absence from work.

12 (7) Employees shall be entitled to use sick leave to a maximum amount of three (3)
13 days for each instance where such employee is required to care for immediate family members who
14 are seriously ill. There shall be no limit on the use of sick leave to care for children under paragraph
15 9.1(g)(6) of this Section.

16 (8) Up to one (1) day of sick leave may be used by a male employee for the purpose
17 of being present at the birth of his child.

18 **Section 9.1(h)** Department management is responsible for the proper administration of the
19 sick leave benefit. Verification of illness from a licensed physician may be required for any
20 requested sick leave absence. Verification by a licensed physician may be required for all sick leave
21 absences of three or more consecutive work days.

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

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

1 leave shall be restored.

2 **Section 9.1(k)** Employees eligible to accrue sick leave and who have successfully completed
3 at least five (5) years of County service and who retire as result of length of service or who terminate
4 by 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(l)** Any improvements in sick leave benefits granted to other non-represented
9 County employees and/or to other employees in the Department of Assessments shall be provided to
10 all bargaining unit employees.

11 **Section 9.2** If an employee is injured or is taken ill while on paid vacation or compensatory
12 time off, in order to receive sick leave for that time, she/he shall notify the Department immediately
13 upon return to work. If the illness extends beyond the length of the originally scheduled vacation, the
14 employee shall notify the Division Manager or his/her designee, of the employee's illness or injury
15 on the originally scheduled first day back. A doctor's statement or other proof of illness or disability,
16 while on vacation or compensatory time off, must be presented to the Division Manager regardless of
17 the number of days involved. Except as provided in this Section 9.3, sick leave shall not be used in
18 lieu of vacation, but vacation may be used in lieu of sick leave.

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

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1 **Section 9.4** Employees who have been employed the entire previous calendar year and who use
2 thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick
3 leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:

	<u>Sick Leave Hours Used</u>	<u>Sick Leave Hours Accrued Which</u>
	<u>In A Calendar Year</u>	<u>May Be Converted to Vacation</u>
		<u>Hours in the Following Year</u>
9	35.00 - 26.50	8.75
10	26.26 - 17.75	13.00
11	17.50 - 9.00	17.50
12	8.75 - 0.00	26.25

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

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 **Section 10.1 GENERAL PROVISIONS.** The continuous service and seniority status of an
3 employee shall not be interrupted while on unpaid leave, due to industrial injury, military service or
4 leave covered by the County's Family-Medical Leave Ordinance (Substitute Ordinance 13377 as
5 amended). The Employer shall pay for medical, dental, vision and disability insurance during any
6 federal or state mandated leave of absence including, but not limited to, military duty or jury duty.

7 **Section 10.2 MEDICAL LEAVE.** Employees shall be entitled to up to eighteen (18) weeks
8 in a twelve (12) month period of unpaid medical leave, consistent with King County Family Medical
9 Leave Ordinance, for family care or for the employee's own health condition. An employee shall
10 exhaust accrued sick leave prior to taking Family Medical Leave for the employee's own health
11 condition.

12 **Section 10.3 MATERNITY LEAVE.** Employees are entitled to maternity leave consistent
13 with King County Family Medical Leave Ordinance.

14 **Section 10.4 FAMILY LEAVE.** Employees are entitled to family medical leave consistent
15 with King County Family Medical Leave Ordinance. During the life of the Agreement, the Employer
16 agrees to reopen any Article of this Agreement if requested by the Union, to bargain the impact of
17 any changes to County policy or ordinance amendments related to the Family Medical Leave
18 ordinance.

19 **Section 10.5 BEREAVEMENT LEAVE.** Employees shall be entitled to three (3) working
20 days with pay per occurrence, up to three (3) occurrences per calendar year, for the death of parents,
21 children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee
22 and parents and siblings of the employee's spouse. Regular full-time employees who have exhausted
23 their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each
24 instance when death occurs to a member of the employee's immediate family.

25 **Section 10.6 COURT LEAVE.** All regular employees ordered on a jury or to appear before
26 a court of law in a matter related to their employment in the Department of Assessments shall be
27 entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of
28 mileage, with the King County Office of Finance. Employees shall report back to their work

1 supervisor when dismissed from jury service. The employees' supervisor will advise employees of
2 the method of charging for the absence prior to the appearance date.

3 **Section 10.7 MILITARY DUTY.** The County shall grant a military leave of absence
4 consistent with the provisions of King County Code 3.12.260 and 3.12.262.

5 **Section 10.8 LEAVE WITHOUT PAY.** The Employer may grant an employee leave
6 without pay pursuant to the King County Code 3.12.250.

7 **Section 10.9 INDUSTRIAL ACCIDENT LEAVE.** Employees shall continue to accrue
8 service credit and seniority for the purpose of wage and benefit increases that occur during a leave of
9 absence resulting from an injury as a result of employment with the Employer covered by Workers'
10 Compensation Insurance.

11 Sick leave may be used to supplement the amount of compensation received by an employee
12 for Workers' Compensation Insurance, up to the amount normally received for regular hours worked
13 prior to being on disability. Under no circumstance may the combined amount of Workers'
14 Compensation Insurance and supplemental leave benefits exceed the employee's daily wages
15 received prior to the industrial accident.

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

7 **Section 11.1 DEFINITION.** A grievance shall be defined as an alleged violation of any of
8 the express terms of this Agreement.

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

12 **Section 11.2 GRIEVANCE PROCEDURE.**

13 **Step 1: Immediate Supervisor** The employee and Shop Steward, if requested by the
14 employee, shall present the grievance in writing within ten (10) working days of the occurrence of
15 such grievance, to the employee's immediate supervisor. The written grievance should:

- 16 (a) fully describe the grievance and how the employee(s) was/were adversely
17 affected;
- 18 (b) set forth the Section(s) of the contract allegedly violated;
- 19 (c) indicate the date(s) of the incident(s) grieved;
- 20 (d) specify the remedy or solution to the grievance sought by the employee(s);
- 21 (e) identify the grievant and be signed by the grievant;
- 22 (f) identify the person, if any, chosen by the grievant to be his/her
23 representative.

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

27 If the employee and/or Union representative has not received a response at Step 1 within the
28 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to

1 the next step within ten (10) working days following receipt of the written Step 1 response from the
2 immediate supervisor, it shall be presumed resolved. Grievances involving a suspension or discharge
3 from employment shall be filed at Step 2 within ten (10) workdays of being notified in writing of
4 such disciplinary action.

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

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

23 **Step 4: Grievance Mediation** If the grievance is not resolved at Step 3 of the
24 procedure, upon mutual agreement, the Union may submit the grievance to the Public Employment
25 Relations Commission (PERC), or other neutral third party mutually acceptable to the Union and
26 Employer, for mediation within five (5) workdays of the Employer's last response. If mediation fails
27 to resolve the issue(s), then the matter may be referred to arbitration.

28 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.

1 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve
2 the grievance except by agreement of the Union and the Employer. In the event the grievance is not
3 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

4 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
5 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.

6 Nothing said or done by the parties or the mediator during the grievance mediation session can be
7 used against them during the arbitration proceedings.

8 **Step 5: Arbitration** If the grievance is not resolved through mediation, the Union or
9 the Employer may request that the grievance, as defined below, be submitted to arbitration as
10 provided hereinafter.

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

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

16 Oral or written reprimands.

17 The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays
18 following conclusion of the last step. If mediation was the last step, the request for arbitration must
19 be filed within twenty (20) work days after the mediator or one of the parties declares impasse, or
20 after the mediator has issued an advisory opinion to both parties. Failure to request arbitration within
21 the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to
22 process the grievance to arbitration. The notice requesting arbitration shall set forth the specific issue
23 or issues still unresolved.

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

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

8 Section 11.3 TIME LIMITS The time limits set forth herein are essential to the grievance
9 procedure and shall be strictly observed. The time limits may be extended by agreement by the
10 parties, however, any such extension must be confirmed in writing.

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1 **ARTICLE 12: BENEFITS**

2 **Section 12.1** The Employer shall maintain the current level of benefits under its medical,
3 dental, vision and life insurance programs during the life of this Agreement, except as may be
4 otherwise provided for in this Article 12. Such coverage shall be provided to employees and their
5 dependents, including domestic partners, beginning the first day of the first month following
6 completion of three (3) calendar months of employment.

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

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

1 **ARTICLE 13: SENIORITY**

2 Seniority shall be defined as the total service with King County Department of Assessments.

3 Seniority shall be the determining factor in the following situations:

- 4 1. Transfers, as set forth in Section 4.8 Transfers.
5 2. Layoff and rehires, as set forth in Article 14 - Reduction-in-Force/Layoff-Rehire.
6 3. The scheduling of vacation. Where two or more employees submit vacation requests

7 simultaneously and only one can be approved, the request of the employee with the most seniority
8 shall be approved.

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

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

1 **ARTICLE 14: REDUCTION-IN-FORCE/LAYOFF/REHIRE**

2 **Section 14.1** Employees laid off as a result of a reduction of work and/or a shortage of funds
3 shall be laid off according to seniority within the Department of Assessments. The least senior
4 employee(s) in the affected job classification shall be the first laid off; however, in the event of two
5 (2) employees having the same seniority in the affected job classification, ability and skill shall be the
6 determining factor on retention.

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

9 **Section 14.3** In any layoff, more senior employees, if qualified, shall be entitled to bump less
10 senior employees, the intent being that the least senior employees be laid off first. Employees in the
11 bargaining unit who are laid off may bump into other positions in the bargaining unit if they meet all
12 of the following criteria:

13 (a) The employee to be bumped has less bargaining unit seniority than the employee
14 who elects to bump; and

15 (b) The employee to be bumped is at a lower pay range than the employee who elects
16 to bump; and

17 (c) The employee electing to bump has passed probation in the classification to which
18 he/she is electing to bump or the employee electing to bump holds a position in a classification in the
19 same classification series as the position into which he/she is electing to bump (i.e., an Administrative
20 Specialist II may bump an Administrative Specialist I).

21 (d) An employee may bump into a position whose classification was changed in the
22 Classification-Compensation Project, if the employee completed probation in the previous
23 classification of the position, or a higher classification in the previous classification series.

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

27 (a) The expiration of two (2) years from the date of layoff;

28 (b) Failure to accept employment or report to work in a comparable position or job

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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;

(e) Failure to respond within seven (7) days to a communication regarding availability

of employment;

(f) Request in writing by the laid-off employee to be removed from the list.

Section 14.5 The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction in force. Such notice shall include the name, classification and hire-in date of all such employees scheduled to be laid off.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 15.1** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in the bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 15.2** Upon notification in writing by the County to the Union that any of its members
11 are engaged in a work stoppage, the Union shall immediately, in writing, order members to
12 immediately cease engaging in such work stoppage and provide the County with a copy of such
13 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
14 such Union members to cease engaging in such work stoppage.

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

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1 **ARTICLE 16: MISCELLANEOUS**

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

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

8 **Section 16.3** Employees performing work in a higher classification for two (2) or more
9 workweeks when properly assigned in writing, shall receive the recruiting level salary for that
10 classification or five percent (5%) above their present salary, whichever is greater but not more than
11 the top step of the salary range of the higher classification, for all time so assigned.

12 **Section 16.4** Any improvements to transit/commuting subsidies given to the majority of non-
13 represented County employees shall also be offered to members of the bargaining unit.

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

18 **Section 16.6** Employees eligible for insured benefits shall receive the transportation benefits
19 provided by the King County Employee Transportation Program.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

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

ARTICLE 18: HEALTH AND SAFETY

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.

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1 ARTICLE 19: SAVINGS CLAUSE

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

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1 **ARTICLE 20: FULL UNDERSTANDING, WAIVER CLAUSE**

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

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

1 ARTICLE 21: TERMINATION AND RENEWAL

2 This Agreement shall remain in full force and effect from the date of ratification by the parties
3 (including final approval by King County Ordinance) until December 31, 2002. The wage increases
4 shall be effective in accordance with the dates listed in Article 6.

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8 APPROVED this 7 day of February, 2000

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12 By [Signature]
13 King County Executive

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20 David C. Winters

21 Office and Professional Employees International Union, Local No. 8

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MEMORANDUM OF AGREEMENT

by and between

KING COUNTY

and

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 8

representing employees in

DEPARTMENT OF ASSESSMENTS

King County (the Employer) and Office and Professional Employees International Union, Local 8 (the Union) hereby adopt the "Memorandum of Agreement regarding Wages for Administrative Support Services Occupational Group, by and between King County and Union Bargaining Coalition," (Coalition Agreement document code 000CBU0199) as the agreement of the parties concerning wages for the employees represented by the Union in the Department of Assessments.

The Coalition Agreement is attached hereto as Attachment A. The parties agree to apply its terms and conditions for Department of Assessment employees represented by the Union, in job classification titles covered by the Coalition Agreement. The Coalition Agreement salary ranges shall be included in the Wage Addendum of the collective bargaining agreement for the period beginning January 1, 2000.

With respect to the job classification of Abstract Technician, the parties agree to adopt Range 37 as the appropriate rate of pay, and to implement the applicable terms and conditions of the Coalition Agreement for the represented employees in the Abstract Technician classification.

APPROVED this 7 day of February, 2000

By [Signature]
King County Executive

For the Union:

David C. Wenders
Office and Professional Employees International
Union Local 8

Jan 25, 2000
Date

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Memorandum of Agreement
Regarding
Wages for Administrative Support Services Occupational Group
By and Between
King County
And
Union Bargaining Coalition

WHEREAS King County and the Union Bargaining Coalition, representing International Brotherhood of Teamsters, Local 117; Office & Professional Employees International Union, Local 8; International Federation of Professional & Technical Engineers, Local 17; Service Employees International Union, Public Safety Employees, Local 519; Service Employees International Union, Local 6; and Washington State Council of County and City Employees, have bargained in good faith an agreement on wages and other related provisions;

WHEREAS such bargaining was conducted using a collaborative process designed to meet the interest of the parties, and represents a potential new bargaining direction for the County and its Unions;

WHEREAS the agreement reached by the parties require ratification by each bargaining unit, as part of the ratification process for a new collective bargaining agreement, and the Metropolitan King County Council, therefore,

IT IS HEREBY AGREED that the following provisions represent the agreement reached between King County and the Union Bargaining Coalition:

Duration of the Memorandum of Understanding Between Parties

The parties agree that the duration of the Memorandum of Agreement shall be the period January 1, 1999 through December 31, 2001.

Pay Ranges

The parties agree that the following classifications titles shall be compensated at the pay range and top step pay rates shown below:

Classification Title	Pay Range	1999 Top Step Pay Rate
<i>Fiscal Specialist I</i>	34	\$16.10
<i>Fiscal Specialist II</i>	38	\$17.70
<i>Fiscal Specialist III</i>	42	\$19.43
<i>Fiscal Specialist IV</i>	47	\$21.91
<i>Administrative Specialist I</i>	33	\$15.72
<i>Administrative Specialist II</i>	37	\$17.27
<i>Administrative Specialist III</i>	41	\$18.97
<i>Administrative Specialist IV</i>	46	\$21.38
<i>Customer Services Specialist I</i>	32	\$15.33
<i>Customer Services Specialist II</i>	36	\$16.87
<i>Customer Services Specialist III</i>	40	\$18.53
<i>Customer Services Specialist IV</i>	45	\$20.87
<i>Technical Information Processing Specialist I</i>	32	\$15.33
<i>Technical Information Processing Specialist II</i>	36	\$16.87
<i>Technical Information Processing Specialist III</i>	40	\$18.53
<i>Technical Information Processing Specialist IV</i>	45	\$20.87
<i>Administrative Office Assistant</i>	29	\$14.28
<i>Revenue Processor</i>	37	\$17.27

Effective Date of Pay Range Adjustments and Implementation Bargaining

The parties agree that the effective date of pay range adjustments shall be January 1, 1998, and that the effective date for bargaining unit employees hired after January 1, 1998 shall be their date of hire.

New King County Pay Plan

The parties agree that the above classification titles and pay rates will be placed on a squared, 10 step pay plan reflecting a 40 hour pay rate. Bargaining unit (hourly) employees scheduled to work less than 40 hours will be compensated at the appropriate step in the pay range. Future step progression will be provided as outlined in the applicable labor agreement. The 40 hour pay rate under the squared 10 step pay plan will be adjusted by annual cost of living increases provided for in the applicable labor agreement.

Step Placement on King County Pay Plan and Salary Y-Rating/Freeze

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The parties agree that the following provisions apply in determining an employee's appropriate step placement and pay rate for bargaining unit positions:

- When a bargaining unit employee's classification is placed on a new salary range, the employee will be placed on the nearest step in the new range which provides an hourly rate at least 10 cents per hour greater than the employee's then current pay rate.
- When a bargaining unit employee's classification is placed on a new salary range with a top step which is lower than the employee's then current salary, the employee will have his/her then current salary y-rated or frozen. The employee's salary will remain frozen until such time as the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater than, the employee's y-rated or frozen salary. The employee's pay rate will then be adjusted to the new top step pay rate.

Step Progression

The parties agree that step progression for bargaining unit employees who are currently at the top of their pay range and who are placed at Step 1 of the higher pay range shall be as follows:

- Employees who have been at Step 10 for over 2.5 years are eligible to progress to Step 2.
- Employees who have been at Step 10 for over 5 years are eligible to progress to Step 3.

1999 Cost of Living Adjustment and Implementation of New Pay Ranges

Cost of Living Adjustment

The parties agree that bargaining unit members shall receive a 2% cost of living increase effective January 1, 1999, consistent with the squared 1999 salary schedule provided that a cost of living increase has not previously been provided to such bargaining unit members.

Retroactive Pay Adjustment

The parties agree that the retroactive pay adjustment shall be the difference between the employee's old pay rate in effect December 31, 1998 and the employee's new pay rate upon placement on the new pay range for all hours worked in 1998. The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate upon placement on the new pay range for all hours worked through time of implementation in 1999.

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

Premium for Participating in Coalition Bargaining

The parties agree, as a premium for participating in coalition bargaining, that career service bargaining unit employees who are currently employed and who meet one of the following criteria after the application of the 1999 cost of living adjustment will receive a one-time only payment (less legally required withholding) equal to 2% of compensable wages earned during 1998:

1. Employees whose salaries are y-rated or frozen.
2. Employees who are placed at Step 10 of the new pay range.
3. Employees who lose one or more steps (progression) in the new pay range.
4. Employees who are not y-rated or frozen and who are currently compensated at the 35 hour pay rate on the current salary schedule and whose salary will be placed in a pay range based on the market (40 hour) pay rate on the new salary schedule.

Application of Pay Ranges as a Result of Collective Bargaining with Other Union(s)

Without any value attributed to the above referenced premium, the parties agree that should the County enter into an agreement with a union or otherwise compensate employees in the classifications of Fiscal Specialist I-IV, Administrative Specialist I-IV, Technical Information Processing Specialist I-IV, Customer Services Specialist I-IV and Revenue Processor in any manner greater than those terms of compensation agreed upon for bargaining unit members covered by the Memorandum of Agreement, the Memorandum of Agreement may be reopened by the parties for the purpose of

negotiating the application of the more favorable terms of compensation to bargaining unit members represented by the union bargaining coalition.

Allocations and Establishment of Pay Rates for Temporary Represented Employees

The parties agree that until such time as temporary positions have been allocated to the above classification titles and appropriate pay rates are established, temporary employees shall continue to receive applicable provisions of their collective bargaining agreement, including step and cost of living increases effective January 1, 1999. Further, the parties agree that temporary represented employees are to be allocated to the new classification titles indicated above.

Review of Allocations for Certain Represented Positions

"Pre-Implementation Review"

The parties agree that the County shall review the allocations of certain represented positions identified by participating Unions as "outliers" as part of the "fine-tuning" process necessary to complete these negotiations. The participating Unions agree to provide a list of "outliers" no later than July 1, 1999. Pay rate adjustments to the new squared 10-step hourly pay grid for classification allocations that are changed as a result of this "pre-implementation" review/fine-tuning will be effective January 1, 1998. The actual implementation of the new classifications will be effective upon ratification of this Memorandum of Agreement by each bargaining unit.

"Post-Implementation Review"

The parties agree that in recognition of the effort of the Union Bargaining Coalition on behalf of their respective members to provide equitable application of the Metropolitan King County Council Motion regarding classification/compensation, the County will request that the Personnel Board, consistent with its current and applicable procedures, establish a priority system for addressing classification allocation appeals. The County recognizes that the unions have an uncontested right to appeal classification determinations to the Personnel Board or as otherwise provided in each respective collective bargaining agreement. The priority system to be recommended to the Personnel Board will be as follows:

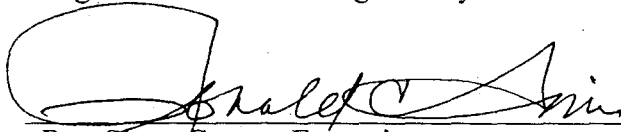
1. Appeals that are already in process under the Classification/Compensation Project Appeals Process.
2. Appeals filed by employees whose salaries have been y-rated or frozen.

3. Appeals filed by employees who are at Step 10 in the new pay range.
4. Appeals filed by employees whose allocation has resulted in a move to a higher step in the new salary schedule from their former step placement under the old salary schedule.
5. Other allocation issues identified by unions on behalf of their bargaining unit members due to demonstrated inequities that have been reviewed by the Union Bargaining Coalition with the Office of Human Resources Management.

THE PARTIES HEREBY AGREE to this Memorandum of Agreement dated as follows:

King County:

I agree on behalf of King County:

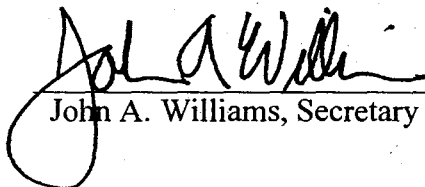


Ron Sims, County Executive

4-5-99
Date

Union Bargaining Coalition:

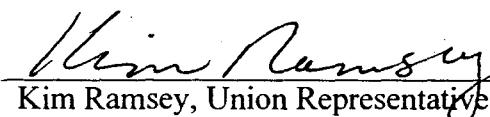
I agree on behalf of
International Brotherhood of Teamsters, Local 117:



John A. Williams, Secretary Treasurer

4-5-99
Date

I agree on behalf of
International Federation of Professional & Technical Engineers, Local 17:




Kim Ramsey, Union Representative

4-5-99
Date

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I agree on behalf of
Service Employees International Union, Public Safety Employees, Local 519:



Dustin Frederick, Business Manager

4/5/99
Date

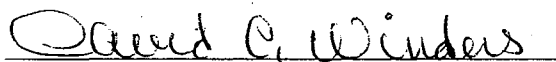
I agree on behalf of
Washington State Council of County and City Employees:



Clem Edwards, Staff Representative

4/6/99
Date

I agree on behalf of
Office & Professional Employees International Union, Local 8:



David C. Winders, Union Representative

4-6-99
Date

I agree on behalf of
Service Employees International Union, Local 6:

Irene Eldridge, Negotiator

Date

MOA Wickham

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MEMORANDUM OF AGREEMENT
by and between
KING COUNTY
and
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 8
representing employees in
DEPARTMENT OF ASSESSMENTS

The County and the Union agree that the classification seniority date for Penny Wickham shall be as follows:

- Classification seniority as Office Assistant III shall accrue through December 31, 1996.
- Classification seniority as Office Technician I shall begin to accrue on January 1, 1997.

APPROVED this 7 day of February, 2000

By [Signature]
King County Executive

For the Union:

David C. Winders
Office and Professional Employees International
Union Local 8

Jan 25, 2000
Date