

9/15/95
220:ORD95

GREG NICKELS
Introduced by BRIAN DERDOWSKI

Proposed No. 95 - 635

ORDINANCE NO. 11985

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Public, Professional and Office-Clerical Employees and Drivers, Local Union Number 763, 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 Public, Professional and Office-Clerical Employees and Drivers, Local Union Number 763, representing employees in the department of assessments and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 25th day of September, 1995.

PASSED by a vote of 9 to 0 this 2nd day of October, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 13th day of October, 1995.

Roy Lohr
King County Executive

Attachment:
Collective Bargaining Agreement

AGREEMENT
 by and between
COUNTY OF KING, WASHINGTON
 and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 1995 through December 31, 1997

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11985

AGREEMENT
by and between
COUNTY OF KING, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 1995 through December 31, 1997

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

ARTICLE I PURPOSE

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

ARTICLE II NON-DISCRIMINATION

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

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

ARTICLE III RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

3.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for those employees whose job classifications are listed in the attached Appendix "A".

3.2 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 be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

- 3.2.1 Nothing contained in this Article shall require an employee to join the Union who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been made.
- 3.2.2 Bargaining unit employees hired as trainees for affirmative action purposes shall not be subject to the terms of this Article until completion of one six (6) consecutive month training period.
- 3.2.3 In the event an employee fails to apply for or maintain his membership in the Union as required, the Union may give the Employer notice of this fact. Within fifteen (15) days after receipt of such notice, the services of such employee shall be terminated by the Employer.
- 3.3 Dues Deduction - Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount of dues as certified by the Secretary of the Union and shall transmit the same to the Treasurer of the Union.
- 3.3.1 The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any checkoff of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 3.4 Union Notification - Within five (5) days from assignment of an employee for regular employment, the Employer shall forward to the Union a completed membership application form signed by that employee. The Employer shall notify the Union promptly of all employees leaving its employment.
- 3.5 Non-Discrimination - No member of the Union shall be discharged or discriminated against for upholding Union rules or principles or doing committee work in the interest of the Union; provided however, it does not interfere with the performance of their job duties.

- 3.6 Visitation Rights - Authorized representatives of the Union may, after notifying the Employer, visit the work location of employees covered by this Agreement at any reasonable time.
- 3.7 Bulletin Boards - The Employer and the Union shall cooperate to insure that adequate space on the Employer's premises is provided for posting of announcements of meetings, election of officers and any other Union material.

ARTICLE IV RIGHTS OF MANAGEMENT

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

ARTICLE V STEP ADVANCEMENT AND PROFESSIONAL EDUCATION

- 5.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 5.2 New employees shall be hired at Step 1 of their respective Pay Range and advanced to Step 2 after the successful completion of a six (6) month probation period. Advancement to Step 2 may be denied upon serving written notice to the employee specifying the reason thereof.
- 5.3 Employees on Step 2 through Step 9 of their pay range will receive a one (1) Step increase on January 1st of each year, provided their performance is satisfactory. An employee must complete his/her probationary period prior to October 1st to be eligible for a Step increase the following January 1st.
- 5.3.1 Employees at Step 10 are not eligible for Step increases; provided however, employees receiving above Step 10 merit awards as of January 01, 1992 shall be eligible to retain those awards, provided that their performance is rated outstanding each succeeding year. Once an above Step 10 award is lost, it shall not be reinstated.
- 5.4 Effective January 01, 1995, professional education shall be compensated at the rate of ten dollars (\$10.00) per month for successful completion of each International Association of Assessing Officers (IAAO) course beginning with Course 2. The following courses qualify under this program:

IAAO Foundation Program:

- Course 2: Income Approach to Valuation
(SREA Course 201 or MAI Course 1E may be substituted for this Course)
- Course 3: Development and Writing Narrative Appraisal Reports

IAAO Advanced Program:

- Course 201: Appraisal of Land
- Course 202: Income Approach to Valuation II
- Course 207: Industrial Property Appraisal
- Course 301: Mass Appraisal of Residential Property
- Course 302: Mass Appraisal of Income-Producing Property
- Course 303: Computer-Assisted Assessment Systems
- Course 305: CAMA Valuation Model Building

- 5.4.1 In addition to those courses set forth within Section 5.4, effective January 01, 1995, employees shall also be compensated ten dollars (\$10.00) per month for the successful completion of any of the following courses; provided such courses have been completed after December 31, 1991:

Any appraisal course approved by the State of Washington Department of Licensing for certification; and

Any other professional education course approved in advance by the Employer.

- 5.4.2 Employees shall also be eligible for compensation at the rate of fifty dollars (\$50.00) per month for any of the following professional designations:

Washington State Certified Real Estate Appraiser - General or Residential;

International Association of Assessing Officers - CAE, RES, CMS or PPS;

Appraisal Institute - MAI, SRPA or SRA;

American Society of Appraisers - ASA;

National Association of Fee Appraisers - IFA, IFS or IFC; and

Any other professional designation approved in advance by the Employer.

- 5.4.3 The sum of compensation provided pursuant to Sections 5.4, 5.4.1 and 5.4.2 shall in no instance exceed one hundred dollars (\$100.00) per month per employee. The additional compensation shall not be restricted by the maximum salary step of the pay plan set forth within Appendix "A".

ARTICLE VI HOURS OF WORK

- 6.1 Except as modified below, the workweek shall consist of five (5) consecutive standard workdays not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week, and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 7:00 A.M. and 5:00 P.M., for which the regular monthly rate shall be paid as set forth in Appendix "A" of this Agreement.
- 6.1.1 The workweek for employees working a four (4) day workweek schedule shall consist of four (4) consecutive days of eight and three-quarters (8-3/4) hours each, exclusive of lunch period, and shall normally be scheduled Monday through Thursday, between 7:00 A.M. and 6:00 P.M.
- 6.1.2 Employees occupying the classification of Assessments Information Supervisor may, with the approval of the Employer, vary starting and quitting times as assignment requirements dictate.
- 6.2 Workweek schedules shall not be altered for the purpose of avoiding the payment of overtime. No employee shall be required to work on his scheduled day off in lieu of his scheduled workday. Nothing herein shall be construed as meaning that any employee shall receive overtime pay for Saturday or Sunday work unless such work is performed in accordance with Article VII, Section 7.1 or 7.1.1.
- 6.3 Each employee shall be assigned a regular starting time which shall not be changed prior to the beginning of the following week without the mutual consent between the employee and the Employer. In the event an employee's starting time is changed prior to the beginning of the following week, he shall be paid in accordance with the provisions of Article VII.
- 6.3.1 Employees may have starting and ending times, and work days, which are different than those set forth within Sections 6.1 and 6.1.1, with mutual consent between the employee and the Employer.
- 6.4 Employees shall be allowed one fifteen (15) minute rest period for each one-half (1/2) shift worked.

- 6.5 The Employer shall have the right to discontinue the four (4) day workweek schedule for any reason provided at least four (4) weeks prior notification is given, after which the terms and conditions of five (5) day week schedule portions of this Agreement shall become operative. Nothing in this Section shall be interpreted in such a way so as to prevent individual employees from returning to a five (5) day workweek schedule with one (1) week prior notification by the Employer.
- 6.6 When an employee who normally works Monday through Thursday is absent from work due to adverse weather conditions or the observance of religious holidays, he shall be permitted to make up the work on his scheduled Friday off in lieu of using paid leave time, provided that all of the following conditions are satisfied: 1) the time is made up within the same pay period; 2) supervision will be available without special scheduling; however, field staff may be given material for Friday's assignment on Thursday; and 3) the hours being made up do not result in overtime pay for the employee.

ARTICLE VII OVERTIME

- 7.1 Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in one day, exclusive of lunch period, or forty (40) hours in one week.
- 7.1.1. Employees on a four (4) day schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of ten (10) hours in one day, exclusive of lunch period, of forty (40) hours in one week.
- 7.2 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 at overtime rate.
- 7.2.1 A callout is defined as any situation where the employee has left work and is subsequently contacted and required to return to work prior to the employee's next scheduled work shift.
- 7.2.2 Scheduled overtime is not a callout and shall be paid at the straight time rate until the employee qualifies for time and one-half pay pursuant to Sections 7.1 or 7.1.1.
- 7.3 All overtime shall be authorized in advance by the Department Director or designee in writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a regularly scheduled workday for the individual crew.

- 7.4 Emergency work at other than the normal scheduled working hours, or special scheduled working hours not enumerated above, shall be credited as such. This unscheduled and emergency overtime shall be compensated as overtime and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his regular shift, his regular shift shall be compensated at regular time.
- 7.5 If any provision of this Article conflicts with minimum standards established by RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.
- 7.6 Compensatory Time - With mutual agreement of the Employer and employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time may be accrued to a maximum of eighty (80) hours. Requests to use compensatory time will be approved unless the employee's absence during the period requested will unduly disrupt the operations of the Department of Assessments. Compensatory time accrued shall be used during the calendar year in which it is earned unless such utilization is not feasible due to the work demands of the position, in which case the employee may request and the department director or his designee may approve the carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory hours must be used within the first quarter of the new year.
- 7.7 The position of Assessment Information Supervisor is recognized as exempt under the provisions of the Fair Labor Standards Act and shall be exempt from the provisions of this Article VII.

ARTICLE VIII HOLIDAYS

- 8.1 All employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday. Any holiday improvements granted to other County employees shall be provided to all bargaining unit employees.

- 8.2 For all employees employed on a five (5) day workweek schedule, whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 8.2.1 For all employees employed on a four (4) day work schedule during any week in which a holiday occurs, the Department of Assessments shall observe the holiday on the appropriate day; provided however, sufficient staff will be required to enable the Department to remain open for four (4) days except during Thanksgiving week. To accommodate the office remaining open for four (4) days, sufficient employees shall be required to work to maintain a reasonable level of service as scheduled by the Department Director. These employees shall be provided a substitute day off in conjunction with the preceding or following weekend. When the holiday falls on a Friday or Saturday, employees shall be provided a substitute day off on either the preceding Thursday or the following Monday.
- 8.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- 8.4 Work performed on holidays shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.
- 8.5 All holidays shall be observed in accordance with RCW 1.16.050, as amended.
- 8.6 All employees employed on a five (5) day workweek schedule shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and on the first of November of each year. These days can be used in the same manner as any vacation day earned.
- 8.6.1 Four (4) day per week employees assigned to temporary counter duty shall receive one and three-fourths (1.75) hours of credited vacation time for each holiday occurring during the said employee's assignment to a five (5) day work week schedule.

ARTICLE IX VACATIONS

- 9.1 Regular full-time employees shall receive vacation benefits as indicated in the following table:

<u>Years of Continuous Service</u>	<u>Monthly Vacation Credit</u>	<u>Equivalent Annual Vacation</u>	<u>Maximum Vacation Accumulation</u>
Upon completion of one (1) year of service		70 hours	
More than one (1) but less than three (3) years of continuous service	5.83 hrs	70 hours	140 hours
Less than twelve (12) years of continuous service. More than three (3) years of continuous service	8.75 hrs	105 hours	210 hours
Twelve (12) years or more of continuous service and over	11.66 hrs	140 hours	280 hours

- 9.1.1 Any vacation improvements granted to other County employees shall be provided to all bargaining unit employees.
- 9.2 Employees with one or more continuous years of service shall accrue vacation benefits monthly.
- 9.3 Vacation benefits for regular part-time employees shall be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a regular, part-time employee normally works four (4) hours per day in a department that normally works eight (8) hours per day, the part-time employee would be granted four-eighths (4/8ths) of the vacation benefits allowed a regular full-time employee with an equivalent number of years of service.
- 9.4 No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.
- 9.5 Vacation may be used in fifteen (15) minute increments at the discretion of the Department Director or designee.
- 9.6 Temporary employees shall not be granted vacation benefits.
- 9.7 No employee shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay for more than three (3) working days; provided however, that discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce vacation credit. An employee shall not be granted vacation benefits if not previously accrued by the employee.

- 9.8 Any employee separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation based upon the rated of pay in effect for such employee on the last day he actually worked; provided however, employees who are hired on or after January 1, 1986, who are eligible for participation in the Public Employee's Retirement System Plan I, shall not be compensated for more than two hundred forty (240) hours of accrued vacation at the time of retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two hundred forty (240) hours must be used prior to the employee's date of retirement or such excess hours shall be lost. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by State law.
- 9.9 Employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation would otherwise be lost. Employees who leave King County employment for any reason shall be paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to December 31st of each year.
- 9.10 Vacation Scheduling - Vacation requests shall be in writing. A vacation of one (1) day or less shall be requested at least three (3) working days in advance. A vacation of more than one (1) day shall be requested two (2) weeks in advance. If the need arises, an individual may contact his Division Manager and request emergency vacation. Approval of emergency vacation shall be at the discretion of the Division Manager.
- 9.10.1 If a Division Manager wishes to generally prohibit or limit vacations during a particular period of time, employees shall be notified in writing one (1) month prior to commencement of the period of restriction. Such notice shall specify the extent of the prohibition/limitation and its duration.
- 9.10.2 All vacation requests shall receive a definite written yes or no response within one (1) week of submission of same. Once approved vacation shall not be rescinded. There shall be no limitations as to the timing of the vacation request submissions.

ARTICLE X LEAVES

- 10.1 Sick Leave - All regular full-time employees shall accrue sick leave benefits at the rate of seven (7) hours per month.
- 10.1.1 No employee shall earn sick leave credit during a month in which the employee is absent without authorization or absent without pay for more than three (3) days.

- 10.1.2 Every regular part-time employee shall receive sick leave benefits proportionate to the employee's regular workday. For example: If a regular part-time employee normally works four (4) hours per day and the department's normal workday is eight (8) hours, the employee shall receive four (4) hours of sick leave benefits for the month.
- 10.1.3 Temporary employees shall receive no sick leave benefits.
- 10.1.4 After six (6) months of full-time service a regular employee may, at his Division Manager's discretion, be permitted to use up to one-half (1/2) of his accruing vacation (5 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the Employer upon termination.
- 10.1.5 Sick leave benefits shall accrue on a monthly basis starting with the first of the month following the month the employee commenced employment. An employee shall not be entitled to sick leave if not previously earned.
- 10.1.6 Sick leave may be used in fifteen (15) minute increments at the discretion of the Department Director or designee.
- 10.1.7 There shall be no limit to the hours of sick leave benefits accrued by an employee.
- 10.1.8 Accrued sick leave shall be paid for the following reasons:
- a. Illness of the employee, employee's spouse or domestic partner, or employee's dependent child;
 - b. Noncompensable injury of an employee (e. g., those injuries generally not eligible for Worker's Compensation payments);
 - c. Employee disability due to pregnancy or childbirth;
 - d. Employee exposure to contagious diseases and resulting quarantine;
 - e. Employee keeping medical, dental or optical appointments.
- Department management is responsible for the proper administration of the sick leave benefit.
- 10.1.9 Separation from King County employment, except by retirement or reason of temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the

employee resign in good standing and return to the Employer within two (2) years, accrued sick leave shall be restored.

- 10.1.10 Accrued sick leave may be used for absence due to temporary disability caused or contributed by pregnancy.
- 10.1.11 Sick leave because of an employee's physical incapacity shall not be approved when the injury is directly traceable to simultaneous employment other than with the County of King.
- 10.1.12 The Employer shall reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death twenty-five percent (25%) of their unused accumulated sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based upon the employee's base rate of pay and there shall be no deferred sick leave reimbursement.
- 10.1.13 Employees injured on the job shall not simultaneously collect sick leave and Worker's Compensation payments greater than the net regular pay of the employee. In the event an employee shall be entitled to benefits or payments under the Worker's Compensation Act, the employee may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the Employer shall pay only up to the maximum of the difference between the benefits and payment received under such insurance or act by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits as specified herein.
- 10.1.14 Employees who use sick leave as a result of alcoholism shall produce proof of seeking and receiving treatment for alcoholism in a recognized and approved alcoholic treatment center. The Employer reserves the right to specify the alcoholic treatment center.
- 10.1.15 Employees who have been employed the entire previous calendar year and who use thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:

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

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

- 10.2 Family Care and Bereavement - Regular full-time employees shall be entitled to three (3) working days of bereavement leave a year due to death of members of their immediate family.
- 10.2.1 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.
- 10.2.2 Three (3) sick leave days of absence from the job may be granted to an employee due to a requirement to care for immediate family members who are seriously ill. Up to one day's absence may be authorized for the employee to be at the hospital on the day of the birth of his child.
- 10.2.3 In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.
- 10.2.4 In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.
- 10.2.5 Immediate family shall be defined as children, parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and siblings of the employee's spouse.
- 10.3 Union Officer Leave - An employee elected or appointed to office in the Union which requires a part or all of his time shall be given leave of absence up to one (1) year without pay upon application.
- 10.4 Jury Leave - All regular employees ordered on a jury 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.

ARTICLE XI LAYOFF, RECALL AND JOB VACANCIES

- 11.1 Layoff - Employees laid off as a result of lack of work, lack of funds or work place efficiency shall be laid off by seniority within classification. The classification(s) to be reduced shall be at the sole discretion of management. Employees with the least amount of bargaining unit seniority shall be the first to be laid off. In the event two (2) or more employees have the same seniority, ability and skill shall be the determining factor.

- 11.1.1 Prior to any layoff, all employees other than permanent employees in the affected classification shall be removed from the payroll first. This shall include temporary and probationary employees.
- 11.1.2 The Employer shall notify the Union and the affected employees 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. Employees laid off because of an adverse decision on their ability and skill (referenced in Section 11.1) or their qualifications (referenced in Section 11.1.3) may grieve within three (3) working days of notice to the employee of such adverse decision to a joint committee comprised of two (2) representatives of the Union and two (2) representatives of the Employer. Such grievance shall be adjudicated within three (3) working days. A majority decision of the joint committee shall be required to reverse management's initial decision of which employee to layoff.
- 11.1.3 Employees laid off from their classification may bump into other positions in the bargaining unit if they meet all of the following criteria:
- The employee to be bumped has less bargaining unit seniority than the employee who elects to bump;
 - The employee to be bumped is at an equal or lower pay range; and
 - The employee electing to bump meets the qualifications of the position into which he proposes to bump.
- Employees displaced from their classification by the bumping procedure may also utilize the bumping procedure.
- Employees shall have five (5) days from notification of layoff to notify the Employer in writing of their intention to exercise their bumping rights. Such notification must set forth those classifications into which the employee wishes to bump. The Employer shall determine whether an employee is qualified for the position into which he proposes to bump.
- 11.2 Recall - Employees laid off or bumped from their classification shall be recalled in reverse order of layoff; namely, those laid off or bumped last shall be recalled first. The period for recall shall be two (2) years from date of layoff or bump.
- 11.3 Job Vacancy - When a regular job vacancy occurs, the Employer shall have as a goal that such vacancy should be filled by a present employee. If the Employer believes, for any reason, that broader

recruitment is the preferred method for filling such regular job vacancy, then an outside recruitment may be used. Notices of regular job vacancies shall be posted in a timely manner (at least two weeks prior to closing) on a designated bulletin board at each work site (i.e., one posting in Seattle, one posting in Bellevue). Employees who desire consideration for such openings shall notify the Employer, in writing, during the period the notice is posted.

- 11.3.1 When a regular job vacancy occurs, the Employer shall have a goal that such vacancy shall be filled with a present employee in that classification. If the Employer, for any reason, believes that broader recruitment is the preferred method of filling such regular job vacancy, then an outside recruitment may be used.

ARTICLE XII MEDICAL, DENTAL, VISION AND LIFE INSURANCE

- 12.1 The Employer shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement, except as may be otherwise provided for in Sections 12.3 and/or 12.4.
- 12.2 A newly hired regular employee shall be eligible for receipt of all benefits under the Employer's medical, dental, vision, life insurance and long-term disability program as determined by the Joint Labor Management Insurance Committee.
- 12.3 The Employer shall pay an amount per month for each employee who opts to take the Group Health Cooperative Medical Plan in lieu of the Employer's existing Self-Funded Medical Insurance Program as is determined by the Joint Labor Management Insurance Committee.
- 12.4 There shall be established a Joint Labor Management Insurance Committee comprised of an equal number of representatives from the Employer and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical, dental, vision and life insurance programs. The Employer and the Union shall implement any changes in employee insurance benefits which result from any agreement of the Joint Labor Management Insurance Committee.
- 12.5 The Employer shall continue to pay the monthly premiums for the health insurance plans identified in Section 12.1 on behalf of employees receiving Worker's Compensation payments following exhaustion of the employee's paid leave benefits, for a period of up to six (6) months.

ARTICLE XIII TRANSPORTATION

- 13.1 Parking - Employees who have been assigned by the Employer to use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been provided with reasonable advance notice that such employee shall not be required to use his automobile in the performance of duties on a particular work day.
- 13.1.1 The parking provided shall be on a space available and weather and surface conditions permitting basis in the Employer designated parking facilities. Until adequate notice of change is provided, those facilities shall be those which are located on the southeast corner of Fifth Avenue and Jefferson Streets, Seattle, Washington and those designated contiguous to the Bellevue field office.
- 13.1.2 The Employer shall also pay all reasonable and Employer approved fees up to a maximum of seven dollars (\$7.00) per day for parking expenses incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department of Assessments facilities.
- 13.1.3 If the Employer is unable to provide free parking at its facilities, employees shall be paid the average daily rate prevalent in the commercial parking lots bounded by the Seattle streets Fourth Avenue on the west, Fifth Avenue on the east, Yesler Way on the north, and Main Street on the south and bisected by Washington Street.
- 13.2 Mileage Allowance - Effective January 01, 1995, employees who have been assigned by the Department to use their personal vehicles in the performance of their duties shall be paid an automobile expense allowance by the Employer on the following basis predicated on the basis of a four (4) day work week schedule:
- a. A minimum fixed amount equal to two hundred twenty-six dollars and thirty-five cents (\$226.35) per month for each month in which the employee is assigned by the Department to use his personal vehicle in the performance of his work;
 - b. An additional variable amount equal to ten and seven-tenths cents (10.7¢) per mile driven by the employee in the performance of his work; and
 - c. A depreciation allowance of one hundred eighteen dollars (\$118.00) for each one thousand (1,000) miles exceeding the average number of miles driven in the service of the Employer by all employees assigned to

use their vehicle twelve (12) months during the immediately previous calendar year. Such allowance shall be paid as a supplement to the December automobile expense allowances.

13.2.1 Employees who are required to provide a personal vehicle for use in the service of the Employer and who are assigned to temporary or permanent office duty not requiring the use of their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such removal. The first day of removal from mileage shall always coincide with the first calendar day of a month.

13.2.2 Employees who voluntarily remove themselves from a position requiring the use of a vehicle shall not be eligible for the above severance payments. "Voluntarily remove" for the purposes of this Section shall mean vacation, leaves of absence, sick leave in excess of two (2) weeks and employee-initiated voluntary transfers to non-driving assignments. Employees removed due to sick leave shall be compensated on the following basis: Paid the full minimum fixed amount plus per mile compensation for the initial month of removal, the full minimum fixed amount plus per mile compensation for the second month of removal, the full minimum fixed amount plus per mile compensation for the third month of removal and no more payments until the employee returns to work. Employees removed for all other employee initiated reasons shall be compensated on the following basis:

- Paid the full minimum fixed amount plus per mile compensation for the first month of removal;
- Paid the full minimum fixed amount plus per mile compensation for the second month of removal;
- No more payments until employee returns to driving assignment;
- Upon return to a driving assignment after the second full calendar month following voluntary removal from a driving assignment, the employee shall be paid a prorated percentage (total number of working days remaining in the month starting with the day of return to a driving assignment ÷ the total number of working days in the subject month x the full minimum fixed amount) plus per mile compensation for the first month of return to a driving assignment.

- 13.2.3 The minimum monthly fixed amount of two hundred twenty-six dollars and thirty-five cents (\$226.35) shall be adjusted January 1st of each year as advised by Runzheimer International, Inc.
- 13.2.4 The additional variable amount of ten and seven-tenths cents (10.7¢) per mile shall be adjusted quarterly (January 1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.
- 13.2.5 The depreciation allowance of one hundred eighteen dollars (\$118.00) per one thousand (1000) miles exceeding the average number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc.
- 13.2.6 The expense associated with the subscription to the Runzheimer service shall be borne by the Employer.
- 13.2.7 The standard vehicle used by Runzheimer International, Inc. to establish costs for compensation shall be the make and model of the successful low bid compact car established in King County's annual fleet replacement bids (1995 = Pontiac Grand Am SE, 4 dr sedan, 2.3L 4cyl). Runzheimer International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified factors. The amount of work related mileage recognized shall be the average number of miles driven in the service of the Employer by all employees covered under terms of this Agreement who were assigned to use their vehicle twelve (12) months during the immediately previous calendar year. The retentional cycle specified shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be fifty-seven and one tenth per cent (57.1%) (four days per week).
- 13.2.8 New employees shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days remaining in the month they are initially assigned to use their personal vehicle.
- 13.2.9 If the Employer changes the work week schedule to five days the fixed cost monthly allotment shall be converted to seventy-one and four tenths percent (71.4%).
- 13.2.10 In any calendar month wherein the employee is assigned to use his automobile fifty per cent (50%) or more of the Fridays as overtime, seventy-one and four tenths per cent (71.4%) shall be the recognized fixed cost monthly percentage paid to each such individual.
- 13.2.11 Employees whose employment has been terminated for any reason whether voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days said employees were employed in their last month of employment. No further payments shall be made which relate to

days or months occurring after the employee's last day of physical presence at work.

- 13.2.12 Assignment of pool vehicles and use of personal vehicles on County business shall be at the sole discretion of management. Employees may be required to use their personal vehicle in carrying out their assigned duties as a condition of employment and in accordance with the terms of this Article.
- 13.3 Inoperative Vehicles - In the event an employee's vehicle becomes inoperative during the performance of his duties, the individual may report back to the office that day and perform office assignments as assigned or take vacation for the remainder of the day.
- 13.3.1 The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.
- 13.3.2 Employees claiming towing expenses shall submit a receipt for the towing expense which clearly displays the date of subject tow, and a brief written description of the circumstances which led to the need for towing.
- 13.4 Transit Passes - The Employer shall subsidize transit passes for employees who commute to work via public transportation in accordance with the existing County-wide transportation program.

ARTICLE XIV MISCELLANEOUS

- 14.1 Discipline - The Employer shall not discipline, suspend, or discharge any employee without just cause. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline. Further, the Employer shall forward a copy of any and all warning notices relating to an employee's work performance to the Union at the time of issuance to the employee.
- 14.1.1 In the event the Employer requires an employee to attend a meeting, for purposes of discussing an incident which may lead to suspension, demotion or termination of that employee, the employee shall be advised of his right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, he shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.
- 14.1.2 If at any level the Employer determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of the rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.

- 14.2 The Employer shall not permit any work normally performed by current employees who are members of the bargaining unit to be contracted out if the contracting of such work eliminates or reduces the normal work load of the bargaining unit; provided however, in the event that there is created an emergency situation as a result of a legislative act, whereby the Employer is required to provide an annual appraisal of the residences within the County, the Employer shall then be permitted to contract out that additionally created work for a period of limited duration.
- 14.3 The Employer shall not, except as modified below, assign employees in the bargaining unit to duties normally assigned to individuals of a higher classification for purposes of accomplishing departmental requirements. The Employer shall attempt to identify departmental manpower needs and if duties of a higher classification are required, appropriate promotional procedures shall be followed.
- 14.3.1 In situations where an employee is assigned work in a higher classification for a specified length of time, not exceeding three (3) months, normal promotional procedures shall not be required.
- 14.3.2 Employees performing work in a higher classification in excess of ten (10) working days, when properly assigned, 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.
- 14.4 Employees within the Auditor Appraiser Assistant classification may be assigned to field work as required.
- 14.5 Employees within the Appraiser Assistant classification shall be advanced from Pay Range thirty (30) to Pay Range thirty five (35) upon successful completion of the Washington State Certification For Assessors Examination and permanent assignment to the Appraisal Division. Appraiser Assistants compensated at Pay Range thirty five (35) may be assigned to place value for the maintenance function.
- 14.6 Employees within the Auditor Appraiser Assistant classification shall be advanced from Pay Range thirty (30) to Pay Range thirty five (35) upon successful completion of the Washington State Certification For Assessors Examination. Auditor Appraiser Assistants compensated at Pay Range thirty five (35) may be assigned to place and/or estimate value on personal property up to fifty thousand dollars (\$50,000) at businesses limited to one location.
- 14.7 Appraiser I's, Appraiser II's and Senior Appraisers may be required to prepare and defend appraisals before County and State Boards of Appeals and represent the County in a court of law as part of the duties of their respective job classifications.

- 14.7.1 Commercial Appraiser I's, as part of the job duties of that classification, shall represent the County before the Boards of Appeal. Residential Appraiser I's who successfully complete a training program designed and defined by the Employer and who are subsequently assigned to present cases to the Boards of Appeals shall be compensated an additional twenty-five dollars (\$25.00) per month upon successful completion of the training program. The Employer shall determine when, which and how many employees receive the training.
- 14.8 Labor-Management Conference Committee - The Employer shall establish a joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. Each party shall have the sole right to select its participants. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

ARTICLE XV GRIEVANCE PROCEDURE

- 15.1 The Employer recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. To accomplish this, every effort shall be made to settle grievances at the lowest possible level of supervision. Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.
- 15.2 A grievance shall be defined as an issue raised by an employee relating to the interpretation, application or violation of his rights, benefits or conditions of employment as contained in this Agreement. The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit.
- 15.3 Grievances shall be processed in accordance with the following procedure.
- 15.3.1 STEP 1 - A grievance shall be verbally presented by the aggrieved employee, and the Union representative if the employee wishes, within ten (10) calendar days of the occurrence of such grievance to the employee's immediate Supervisor. The immediate Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within five (5) working days. If a grievance is not pursued to the next level within ten (10) calendar days, it shall be presumed resolved.

- 15.3.2 STEP 2 - If, after thorough discussion with the immediate Supervisor, the grievance has not been satisfactorily resolved, the employee and the Union 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 shall issue a written decision to the aggrieved employee and the Union within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed resolved.
- 15.3.3 STEP 3 - If, after thorough evaluation, the decision of the Division Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Department Director. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Department Director. The Director may interview the employee and/or Union representative and receive any additional related evidence which he may deem pertinent to the grievance. The Department Director shall issue a written decision to the Union within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed resolved.
- 15.3.4 STEP 4 - If, after thorough evaluation, the decision of the Department Director has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a Joint Committee representing the Employer and the Union. Said Committee shall consist of equal representation for the Union and for the Employer with a maximum of two (2) for each side. This Committee shall attempt to resolve the grievance within ten (10) working days.
- 15.3.5 STEP 5 - Should this Committee be unable to agree, either party may request arbitration within thirty (30) days of conclusion of STEP 4, and must specify the exact question which it wishes arbitrated. The Committee shall then select a third disinterested party to serve as an 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 the American Arbitration Association. The arbitrator shall be selected from the list by both the Employer representative and the Union representative, each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on all parties.
- 15.4 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

- 15.5 The arbitrators's fee and expenses and any court reporter'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.
- 15.6 No matter may be arbitrated which the Employer by law has no authority over, has no authority to change, or has been delegated to any Civil Service Commission or Personnel Board as defined in RCW 41.56.
- 15.7 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.
- 15.8 At the request of either party, the wages, hours and working conditions prevailing prior to the time the difference arose (except in discharge cases) shall be preserved unchanged until a final decision of the matter at issue shall be reached.

ARTICLE XVI WORK STOPPAGES AND EMPLOYER PROTECTION

- 16.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Director if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.
- 16.2 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In additions, if requested by the Employer, a responsible official of the Union shall publicly order such Union's members to cease engaging in such a work stoppage.
- 16.3 Any employee who commits any act prohibited in this Article shall be subject, in accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may be applicable to such employee.

ARTICLE XVII WAIVER CLAUSE

- 17.1 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 that right and opportunity are set forth within this Agreement. Therefore, the Employer and the Union, for the duration of this 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.
- 17.2 All letters, agreements and understandings in effect prior to the effective date of this Agreement are deemed null and void as of the effective date of this Agreement.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any part hereof or any provisions 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 hereof; provided however, upon such invalidation the parties shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.


ARTICLE XIX DURATION

- 19.1 This Agreement and each of its provisions shall become effective January 01, 1995, and shall continue in full force and effect through December 31, 1997.
- 19.2 Notwithstanding Section 19.1, the Union and/or the Employer shall have the right to reopen the Agreement upon completion of the Classification and Compensation Study for the purposes of proposing changes to Appendix "A", Section A.1 and/or the means by which employees advance through the classification assignment levels.

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PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated
with the International Brotherhood
of Teamsters

COUNTY OF KING, WASHINGTON

By 
JON L. RABINE,
Secretary-Treasurer

By 
GARY LOCKE,
King County Executive

Date 08-16-95

Date Sept 13, 1995

APPENDIX "A"
 to the
AGREEMENT
 by and between
COUNTY OF KING, WASHINGTON
 and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 1995 through December 31, 1997

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

A.1 The classifications of work and their corresponding Pay Ranges for employees covered by this Labor Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>CLASS CODE</u>	<u>PAY RANGE</u>
Appraiser Assistant	0401	30
Auditor Appraiser Assistant	0410	30
Auditor Appraiser Assistant (Grandfathered)		34
Appraiser Assistant - Certified		35
Auditor Appraiser Assistant - Certified		35
Appraiser I - Residential	0405	39
Auditor Appraiser	0411	39
Cadastral Drafting Technician	2014	40
Appraiser I - Commercial	0402	41
Assessments Analyst I	0438	42
Appraiser II - Residential	0406	45
Assessments Auditor	0431	45
Current Use Evaluations Specialist	0421	46
Appraiser II - Commercial	0403	47
Senior Auditor Appraiser	0412	48
Assessments Analyst II	0439	48
Mapping Unit Supervisor	0436	48
Assessments Information Supervisor	0445	52
Senior Appraiser	0407	52

A.2

Effective January 01, 1995, the monthly wage scales for employees covered by this Agreement shall be as follows:

<u>Pay Range Number</u>	<u>Step1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
30	\$1,828.38	\$ 1,915.64	\$ 1,961.46	\$ 2,008.46	\$ 2,056.64	\$ 2,105.94	\$ 2,156.54	\$ 2,208.38	\$ 2,261.50	\$ 2,315.96
34	2009.56	2105.94	2156.54	2208.38	2261.50	2315.96	2371.82	2429.02	2487.70	2547.84
35	2057.84	2156.54	2208.38	2261.50	2315.96	2371.82	2429.02	2487.70	2547.84	2609.50
39	2262.88	2371.82	2429.02	2487.70	2547.84	2609.50	2672.58	2737.38	2803.72	2871.78
40	2317.36	2429.02	2487.70	2547.84	2609.50	2672.58	2737.38	2803.72	2871.78	2941.48
41	2373.18	2487.70	2547.84	2609.50	2672.58	2737.38	2803.72	2871.78	2941.48	3012.98
42	2430.48	2547.84	2609.50	2672.58	2737.38	2803.72	2871.78	2941.48	3012.98	3086.22
45	2611.00	2737.38	2803.72	2871.78	2941.48	3012.98	3086.22	3161.32	3238.24	3317.10
46	2674.18	2803.72	2871.78	2941.48	3012.98	3086.22	3161.32	3238.24	3317.10	3397.96
47	2738.92	2871.78	2941.48	3012.98	3086.22	3161.32	3238.24	3317.10	3397.96	3480.88
48	2805.34	2941.48	3012.98	3086.22	3161.32	3238.24	3317.10	3397.96	3480.88	3565.86
52	3088.04	3238.24	3317.10	3397.96	3480.88	3565.86	3652.94	3742.18	3833.62	3927.48

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- A.2.1 Effective January 01, 1996, the base rates of pay enumerated in Section A.2 shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All U.S. Cities. In no event shall this increase be less than two percent (2%) nor more than six percent (6%). The "Index" used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series) (CPI-W) (1982-1984=100) covering the period from September 1994 to September 1995.
- A.2.2 Effective January 01, 1997, the base rates of pay established pursuant to Section A.2.1 shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All U.S. Cities. In no event shall this increase be less than two percent (2%) nor more than six percent (6%). The "Index" used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series) (CPI-W) (1982-1984=100) covering the period from September 1995 to September 1996.
- A.3 Should the salary being received by an employee be greater than the top Step of the new pay range, the salary of that employee shall be designated as a "Y-rate" and shall not change during continuous regular service in that same position until such time as the top Step of the new range exceeds the then existing salary being received by the employee. Employees who are "Y-rated" shall not be eligible to receive annual cost of living increases until such time as their salary falls below the maximum for the new range as it may be affected by the application of cost of living adjustments.
- A.4 Those employees within the classification of Auditor Appraiser Assistant who are "grandfathered" at Pay Range 34 are:
- Ellen Anderson
Barbara Bailey
Phillip Wiseman
- A.5 Mapping Unit Supervisor Leroy Knopp shall remain at Pay Range 52 as long as he continues to hold his position. Knopp shall continue to receive annual cost-of living increases equal in percentage to that received by other bargaining unit employees and shall continue to be eligible for step increases.