



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 6, 2012**

**Ordinance 17465**

**Proposed No. 2012-0416.1**

**Sponsors Phillips**

1           AN ORDINANCE approving and adopting the collective  
2           bargaining agreement negotiated by and between King  
3           County and Office & Professional Employees International  
4           Union, Local 8 representing employees in the department  
5           of assessments; and establishing the effective date of said  
6           agreement.

7           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8           SECTION 1. The collective bargaining agreement negotiated by and between  
9           King County and Office & Professional Employees International Union, Local 8  
10          representing employees in the department of assessments and attached hereto is hereby  
11          approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13            January 1, 2012, through and including December 31, 2014.  
14


Ordinance 17465 was introduced on and passed by the Metropolitan King County Council on 11/5/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 0

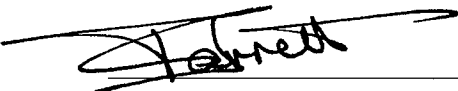
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
\_\_\_\_\_  
Larry Gossett, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 9 day of November, 2012.

  
\_\_\_\_\_  
Dow Constantine, County Executive

RECEIVED  
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KING COUNTY COUNCIL

**Attachments:** A. Collective Bargaining Agreement, B. Addendum A, C. Addendum B

**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.

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

23           **Section 1.1 UNION RECOGNITION.** The Employer recognizes the Union as the sole  
24 exclusive bargaining representative for all full-time and regular part-time office and administrative  
25 support employees of the King County Department of Assessments, excluding supervisors,  
26 management employees, temporary employees, confidential employees, and employees covered by  
27 other collective bargaining agreements. The positions represented by the Union are referenced in the  
28 attached Addendum “A.”

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

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

17           **Section 1.4** Nothing in this Article shall require an employee to join the Union who can  
18 substantiate a right to exemption from such requirement, based on a bona fide religious belief or bona  
19 fide religious tenets or teaching of a church or religious body of which the employee is a member, in  
20 which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a  
21 non-religious charity mutually agreed upon by the employee affected and the bargaining  
22 representative to which such employee would otherwise pay the dues and initiation fee. The  
23 employee shall every thirty (30) days furnish proof that such payment has been made.

24           **Section 1.5** Failure by an employee to comply with the provisions of Section 1.4 above shall  
25 constitute cause for discharge of the employee. In the event an employee fails to apply for or  
26 maintain his/her membership in the Union as required, the Union may give the Employer notice in  
27 writing of this fact. Within twenty (20) days after receipt of such notice, if the employee has not  
28 obtained membership in the Union, the Employer will initiate proceedings for discharge.

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

6           **Section 1.7 DUES DEDUCTION.** The County agrees to deduct from the paycheck of each  
7 employee who has authorized it, the regular monthly dues uniformly required of members of the  
8 Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees  
9 involved. Authorization by the employee shall be on a form approved by the parties hereto and may  
10 be revoked by the employee upon request. The performance of this function is recognized as a  
11 service to the Union by the County.

12           **Section 1.8 BULLETIN BOARDS AND UNION COMMUNICATIONS.** The  
13 Department of Assessments shall provide bulletin board space for the posting of Union-related  
14 material in areas accessible to bargaining unit members; provided, however, that said space shall not  
15 be used for notices which are political in nature. All material posted shall be officially identified as  
16 authorized for posting by the Union and a copy of all material to be posted will be provided to the  
17 Department Manager prior to or concurrent to posting. All material shall have an expiration date  
18 listed; once the expiration date has been reached, said material may be removed by the Employer.  
19 Union staff members shall be allowed to post electronic mail notices on the Employer's system,  
20 provided they comply with King County policies governing electronic mail and internet use. The  
21 parties understand and agree that there is no guarantee of privacy of electronic mail messages. In no  
22 circumstances shall use of the Employer's equipment interfere with normal operations or service to  
23 the public. Union Stewards may make limited use of the Employer's telephones, FAX machines,  
24 copiers, and similar equipment for purposes of contract administration. In addition, Stewards and  
25 Union staff may use the Employer's electronic mail system for communications related to contract  
26 administration, provided they comply with King County policies governing electronic mail and  
27 internet use. In no circumstances shall use of the Employer's equipment interfere with operations  
28 and/or service to the public.

1           **Section 1.9 HOLD HARMLESS.** The Union shall indemnify, defend, and hold the County  
2 harmless against any and all claims made and against any and all suits instituted against the County  
3 arising directly or indirectly, out of any action taken or not taken by or on behalf of the County under  
4 Sections 1.5 of this Article.

5           **Section 1.10 UNION NOTIFICATION.** Within five (5) days from assignment of any  
6 employee for regular employment, the Employer shall forward the Union a completed membership  
7 application form signed by that employee. The Employer shall notify the Union promptly of all  
8 employees leaving its employment.

9           **Section 1.11 VISITATION.** An authorized Union Representative may visit the work  
10 location of employees covered by this Agreement for the purpose of investigating grievances and  
11 observing working conditions. The visits shall not interfere with or disturb employees in the  
12 performance of their work. The Union shall notify the Employer of such visits in advance.

13           **Section 1.12 SHOP STEWARD.** The County agrees to recognize employees appointed and  
14 identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a  
15 Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be  
16 scheduled by mutual agreement between the parties and held during regular working hours.

17           **Section 1.13 JOB POSTINGS.** All positions to be filled in the Department of Assessments,  
18 and open internally only to Department employees, shall continue to be posted in designated places,  
19 such as electronic mail posting. The County will transmit to the Union upon request, but not more  
20 than twice a year, a list of all employees in the unit. The list shall indicate the name of the employee,  
21 job classification, and pay rate.

22           **Section 1.14 EMPLOYEE RIGHTS.** The County agrees that all employees should be  
23 treated with respect and, as such, should work in an environment free from illegal harassment.

24           **Section 1.15 LABOR-MANAGEMENT COMMITTEE.** The County and the Union agree  
25 to establish a Labor Management Committee. The purpose of the Committee is to discuss matters of  
26 concern to either party, and promote effective labor-management communications. Meetings shall be  
27 conducted quarterly, or according to a schedule mutually agreed by the Union and the County. Up to  
28 three members of the bargaining unit shall be entitled to participate in Committee meetings during

1 regular work hours, except that no overtime obligation will result from Committee activities. As  
2 soon as practical after the execution of this Agreement, the parties agree to meet and establish the  
3 Committee schedule and ground rules.

4 **ARTICLE 2: DEFINITIONS**

5 **Section 2.1 PROBATIONARY EMPLOYEE.** Newly hired employees shall serve a  
6 minimum six (6) month probationary period, or a maximum of twelve (12) months if the probation  
7 period is extended in accordance with the King County Personnel Guidelines. Employees advance  
8 one step in their 10-step pay range upon successful completion of the probation period.

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

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

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

20 **ARTICLE 3: NON-DISCRIMINATION**

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

27 Grievances under this Article may be pursued only through Step 2 of the grievance process.  
28



**ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

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

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

**Section 4.3 SYSTEMS CHANGE.** The County and the Department of Assessments

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

**Section 4.3(a) TUITION REIMBURSEMENT.** The Department supports

employees' pursuit of opportunities beyond their current positions. To that end, the Department shall reimburse employees to a maximum of \$250 per employee per calendar year for tuition expenses for educational or training courses relating to County business. In order to be eligible for such reimbursement, the employee must receive advance approval from the employee's supervisor, the division director and the Administrative Services Director.

**Section 4.3(b)** Reimbursements due the employee for education or training shall be provided within thirty (30) days of the employee submitting proof of completion of course.

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

**Section 4.5 PROGRESSIVE DISCIPLINE.** The Employer and the Union agree with the principle of progressive discipline. Types of progressive discipline may include, but are not limited to, oral reprimands, written reprimands, suspension and discharge. The Union and the employer recognize that certain conduct by employees may warrant immediate suspension or termination

1 without resort to progressive discipline.

2 **Section 4.6 PERSONNEL FILES.** Upon request, the employees covered by this Agreement  
3 may examine their personnel files in the department's Personnel Office in the presence of the  
4 Personnel Manager or his/her designee during normal business hours. Employees shall receive a  
5 copy of any documents that may result in disciplinary action prior to placement in their personnel file.  
6 If an employee believes derogatory material has been placed in their file, he/she may provide a  
7 written explanation to be placed in their file. Upon request, once every calendar year employees may  
8 receive a copy of their personnel file, except an employee may request copies of any subsequent  
9 documents placed in their personnel file.

10 **Section 4.7 TRANSFERS.** Lateral transfers within the same job classification within the  
11 Department of Assessments shall be made on the basis of qualifications and individual abilities. If  
12 the Department determines that two or more employees possess equal qualifications and individual  
13 abilities, the more senior employee shall be the employee transferred. The Department's decision as  
14 to which employee is most qualified shall be final and not subject to the grievance provisions of this  
15 Agreement. Additionally, the Department's decision that two or more employees possess equal  
16 qualifications and individual abilities shall be final and not subject to the grievance provisions of this  
17 Agreement. If an employee making such a transfer has already served a probationary period for the  
18 job classification involved, the employee shall not serve an additional probationary period. A  
19 transferred employee who voluntarily requests to return to his/her previously held position within  
20 ninety (90) calendar days of the initial transfer may do so if that position is vacant. Vacancy shall  
21 mean an unfilled position which is not scheduled for upgrading and/or is filled with a temporary  
22 employee.

23 **ARTICLE 5: HOURS OF WORK**

24 **Section 5.1 WORKWEEK-WORKDAY.** The regular hours of work shall not exceed eight  
25 and three-fourth (8.75) hours in any one day for employees working four (4) days per week, Monday  
26 through Thursday, nor more than thirty-five (35) hours in any one week between the hours of 6:00  
27 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  
28 regular hours of work for employees working five (5) days per week shall not exceed seven (7) hours

1 in any one day, Monday through Friday, nor more than thirty-five (35) in any one week between the  
2 hours of 8:30 a.m. to 4:30 p.m. Core hours for five (5) day workweek employees are 9:00 a.m. to  
3 3:00 p.m. It is understood that the Employer may change the hours of any job where the working  
4 hours no longer meet the requirements of the work flow. Employees may have flexible work  
5 schedules with the mutual consent between the employee and the Employer.

6 **Section 5.2 NOTICE OF SCHEDULE/SHIFT CHANGE.** The employer shall provide at  
7 least thirty (30) days advance notice to the Union and the affected employee(s) prior to implementing  
8 any non-emergent and permanent schedule change or change in hours.

9 **Section 5.3 MEAL AND BREAK PERIODS.** Each seven (7) hour workday shall include  
10 one unpaid meal period of either thirty (30) minutes or one (1) hour approximately midway through  
11 the shift, and two paid break periods of fifteen (15) minutes each. Each eight and three-fourths (8.75)  
12 hour workday shall include one unpaid meal period of at least thirty (30) minutes approximately  
13 midway through the shift, and two paid break periods of fifteen (15) minutes each. One additional  
14 paid break period of fifteen (15) minutes may be taken during each three-hour overtime period.  
15 Employees required to remain in the workplace during their meal period shall be paid.

16 **Section 5.4 OVERTIME.** Except as otherwise provided in this Article, employees shall be  
17 paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of  
18 pay for all hours worked in excess of one hour beyond their regularly scheduled workday, exclusive  
19 of lunch period.

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

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

26 **Section 5.4(a)** Employees required to work four (4) or more hours beyond their  
27 regular shift shall be provided a \$12 meal allowance.

28 **Section 5.5 CALL-OUT PAY.** A minimum of four (4) hours at the overtime rate shall be

1 allowed for each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall  
2 be allowed at overtime rate.

3 **Section 5.6 MAKEUP TIME.** If an employee is unable to arrive at work at the usual  
4 starting time or needs to leave early due to circumstances beyond the employee's control, the  
5 employee may, at the employee's option and with the employee's supervisor's prior approval and  
6 without disciplinary consequences:

7 **5.6(a)** Makeup any lost time of less than thirty (30) minutes during the same day or  
8 workweek, or request to use vacation time.

9 **5.6(b)** Makeup any lost time more than thirty (30) minutes during the current pay  
10 period or deduct the time lost from the employee's accrued vacation. At no time may an employee  
11 make up time when working such makeup time will result in the employee working more than 40  
12 hours in one week.

### 13 **ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY**

14 **Section 6.1(a)** Effective January 1, 2012, the salary in effect on December 31, 2011 for each  
15 employee in the bargaining unit shall be increased as set forth in the attached Union Coalition Cost-of  
16 Living ("COLA") Memorandum of Agreement, (attached as Addendum B and incorporated herein by  
17 reference; Document Code: 035C0112\_Addendum B\_000U0310\_COLA-2011), minus 0.66 percent.  
18 COLA is known to be 1.63%, therefore the Wage Addendum reflects a 2012 COLA of 0.97%.

19 **Section 6.1(b)** Effective January 1, 2013, the salary in effect on December 31, 2012 for each  
20 employee in the bargaining unit shall be increased as set forth in the attached Union Coalition Cost-of  
21 Living ("COLA") Memorandum of Agreement, (attached as Addendum B and incorporated herein by  
22 reference; Document Code: 035C0112\_Addendum B\_000U0310\_COLA-2011), minus 0.67 percent.  
23 If the COLA awarded to King County employees in 2013 is greater than 0.67 percent, bargaining unit  
24 members will receive COLA minus 0.67 percent. If the COLA in 2013 is 0.67 percent or less,  
25 bargaining unit members will receive no COLA.

26 **Section 6.1(c)** Effective January 1, 2014, the salary in effect on December 31, 2013 for each  
27 employee in the bargaining unit shall be increased as set forth in the attached Union Coalition Cost-of  
28 Living ("COLA") Memorandum of Agreement, (attached as Addendum B and incorporated herein by

1 reference; Document Code: 035C0112\_Addendum B\_000U0310\_COLA-2011), minus 0.67 percent.  
2 If the COLA in 2014 is 0.67 percent or less, bargaining unit members will receive no COLA.

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

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

10 **Section 6.4** The job classifications of the employees covered by this Agreement and their  
11 current rates of pay are listed in Addendum A of this Agreement. Upon request, the Employer shall  
12 provide the Union and employee copies of classification specifications for any classification within  
13 the bargaining unit. The Employer shall notify the Union in writing of any proposed modifications  
14 and revisions thereto. The Employer will review and update classification specifications periodically.  
15 The Employer will notify the Union in writing of any new classifications or positions to be covered  
16 by this Agreement. The Employer agrees to negotiate the effects of new or modified classification  
17 specifications for bargaining unit positions, if requested by the Union.

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

24 **Section 6.6** If there has been a gradual accretion of or a significant change in duties and  
25 responsibilities over a period of one year, an employee or the department or division director may  
26 request a review by the Human Resources Director or designee, and allocation to a different  
27 classification. An employee who requests a position review shall submit the Position Description  
28 Questionnaire (PDQ) through his/her supervisor. The Department of Assessments agrees to transmit

1 the employee's PDQ to the Human Resources Division no later than sixty (60) calendar days after the  
 2 employee provides the completed PDQ to the supervisor. If the Human Resources Director or  
 3 designee determines the position should be reallocated, the effective date of such reallocation shall be  
 4 the first day of the pay period following receipt of the PDQ by Human Resources Division.

5 **Section 6.7** An employee who is assigned in writing as a lead worker will receive an increase  
 6 of five percent (5%) above the regular rate of pay for all work hours when so assigned. For purposes  
 7 of this Article, a lead worker is one who assigns, schedules, directs and checks work of others, who  
 8 may be in the same classification. Assignment as a lead worker will not confer on any employee any  
 9 privilege or right of grievance or appeal. Lead assignments may be made and revoked in writing at  
 10 the sole discretion of management. When management intends to make a lead worker assignment,  
 11 eligible employees may be notified and allowed an opportunity to indicate their interest in the  
 12 assignment.

### 13 **ARTICLE 7: HOLIDAYS**

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

16	New Year's Day	January 1st
17	Martin Luther King Jr.'s Birthday	Third Monday in January
18	Presidents' Day	Third Monday in February
19	Memorial Day	Last Monday in May
20	Independence Day	July 4th
21	Labor Day	First Monday in September
22	Veteran's Day	November 11th
23	Thanksgiving Day	Fourth Thursday in November
24	Day after Thanksgiving	Fourth Friday in November
25	Christmas Day	December 25th
26		
27		
28		

1           **Section 7.2 HOLIDAY PAY**

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

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

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

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

14           **Section 7.2(e) PRORATION OF PAID HOLIDAYS FOR PART-TIME**  
15 **EMPLOYEES.** A regular part-time employee shall receive prorated paid holiday time off (or paid  
16 time in lieu thereof) based upon straight-time hours compensated during the pay period prior to the  
17 pay period in which the holiday falls.

18           **Section 7.2(f)** Any improvements in holiday benefits granted to other non-represented  
19 County employees and/or to other employees in the Department of Assessments shall be provided to  
20 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:

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

21 **Section 8.1(b)** Notwithstanding the schedule set forth in Section 8.1, a regular full-time  
22 employee in his/her fourth or fifth year of employment shall begin to accrue vacation leave at the rate  
23 of eight and three-quarters (8.75) hours per month on the first day of the employee's fourth (4th) year  
24 of employment.

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

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

1 scheduled workweek.

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

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

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

8       **Section 8.1(h)** Failure to use vacation leave in excess of the maximum accrual amount by  
9 December 31 of each year will result in forfeiture of the excess vacation unless the appointing  
10 authority has approved a carryover of such vacation leave in accordance with County policies and  
11 procedures.

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

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

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

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

28       **Section 8.1(m)** In cases of separation from County employment by death of an employee with

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

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

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

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

## 16 **ARTICLE 9: SICK LEAVE**

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

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

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

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

24 **Section 9.1(e)** During the first six (6) months of service, employees eligible to accrue  
25 vacation leave may, at the appointing authority's discretion or as provided by Washington State law,  
26 use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a  
27 full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon  
28 termination.

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

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

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

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

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

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

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

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

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

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

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

22                           (b) The employee is the natural parent, stepparent, adoptive parent, legal  
23 guardian, or other person having legal custody and control of the child, or a person standing in loco  
24 parentis;

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

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

1 (7) Employees shall be entitled to use sick leave to a maximum amount of three (3)  
2 days, or as provided by Washington State Law, for each instance where such employee is required to  
3 care for immediate family members who are seriously ill. There shall be no limit on the use of sick  
4 leave to care for children under paragraph 9.1(g)(6) of this Section.

5 (8) Up to one (1) day of sick leave may be used by an employee for the purpose of  
6 being present at the birth of the employee's child.

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

11 **Section 9.1(i)** An employee who has exhausted all of his/her sick leave may use accrued  
12 vacation as sick leave before going on leave of absence without pay, if approved by his/her appointing  
13 authority, or in accordance with Washington State law.

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

19 **Section 9.1(k)** Employees eligible to accrue sick leave and who have successfully completed  
20 at least five (5) years of County service and who retire as result of length of service or who terminate  
21 by reason of death shall be paid, or their estates be paid, or as provided for by RCW Title 11, as  
22 applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave  
23 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
24 mandatory withholdings.

25 **Section 9.1(l)** Any improvements in sick leave benefits granted to other non-represented  
26 County employees and/or to other employees in the Department of Assessments shall be provided to  
27 all bargaining unit employees.

28 **Section 9.2** If an employee is injured or is taken ill while on paid vacation or compensatory

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

8 **Section 9.3** Employees who have been employed the entire previous calendar year and who use  
 9 thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick  
 10 leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used In A Calendar Year	Sick Leave Hours Accrued Which May Be Converted to Vacation Hours in the Following Year
35.00 - 26.50	13.5
26.26 - 17.75	19.5
17.50 - 9.00	26.25
8.75 - 0.00	39.5

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

20 **ARTICLE 10: LEAVES OF ABSENCE**

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

27 **Section 10.2 MEDICAL LEAVE.** Employees shall be entitled to up to eighteen (18) weeks  
 28 in a twelve (12) month period of unpaid medical leave, consistent with King County Family Medical

1 Leave Ordinance, for family care or for the employee's own health condition. An employee shall  
2 exhaust accrued sick leave prior to taking Family Medical Leave for the employee's own health  
3 condition.

4 **Section 10.3 MATERNITY LEAVE.** Employees are entitled to maternity leave consistent  
5 with King County Family Medical Leave Ordinance and Washington State law.

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

10 **Section 10.4(a)** Employees shall be entitled to use sick leave for absences which  
11 qualify under RCW 49.12.270, as amended and interpreted by state law. For illustrative purposes,  
12 RCW 49.12.270 currently provides: The employee may choose to use any or all accrued sick leave or  
13 other paid time off to care for: a) a child of the employee with a health condition that requires  
14 treatment or supervision, or b) a spouse, parent, parent-in-law, grandparent, or other member of the  
15 immediate family of the employee who has a serious health condition or an emergency condition. An  
16 employee may not take any advance leave until it has been earned. Notwithstanding this illustrative  
17 language, the specific terms, interpretations and amendments to RCW 49.12.270 shall govern the  
18 rights and benefits of this section.

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, parents or children of spouse or domestic partner, siblings, spouse, domestic partner, and  
22 grandparents of the employee and siblings of the employee's spouse or domestic partner. Regular  
23 full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in  
24 the amount of three (3) days for each instance when death occurs to a member of the employee's  
25 immediate family.

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

1 mileage, with the King County Finance and Business Operations Division of the Department of  
2 Executive Services. Employees shall report back to their work supervisor when dismissed from jury  
3 service. The employees' supervisor will advise employees of the method of charging for the absence  
4 prior to the appearance date.

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

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

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

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

## 18 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

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



1           **Section 11.2 GRIEVANCE PROCEDURE.**

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

- 5                   (a) fully describe the grievance and how the employee(s) was/were adversely  
6                   affected;
- 7                   (b) set forth the Section(s) of the contract allegedly violated;
- 8                   (c) indicate the date(s) of the incident(s) grieved;
- 9                   (d) specify the remedy or solution to the grievance sought by the employee(s);
- 10                  (e) identify the grievant;
- 11                  (f) identify the person, if any, chosen by the grievant to be his/her  
12                  representative.

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

16           If the employee and/or Union representative has not received a response at Step 1 within the  
17 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to  
18 the next step within ten (10) working days following receipt of the written Step 1 response from the  
19 immediate supervisor, it shall be presumed resolved. Grievances involving a suspension or discharge  
20 from employment shall be filed at Step 2 within ten (10) workdays of being notified in writing of  
21 such disciplinary action.

22           **Step 2: Department Director.** If the decision of the immediate supervisor has not  
23 resolved the grievance satisfactorily or is filed initially at Step 2, the employee and his/her  
24 representative shall reduce the grievance to writing, outlining the facts as they are understood. The  
25 written grievance shall then be presented to the department director or designee for investigation,  
26 discussion, and written reply. The department director or designee, after consulting with the division  
27 director, shall make his/her written decision available to the aggrieved employee within seven (7)  
28 working days after receipt of the written grievance. If the grievance is not pursued to the next higher

1 level within ten (10) working days it shall be presumed resolved.

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

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

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

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

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

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

4 Notwithstanding any other provision of this Agreement, oral or written reprimands are  
5 expressly excluded from arbitration.

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

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

18 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator  
19 shall be final, conclusive and binding upon the Employer, the Department, the Union and the  
20 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract  
21 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses  
22 shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on  
23 that party's behalf and all other expenses, including attorneys fees, shall likewise be borne by the  
24 party incurring them. The arbitrator's decision shall be made in writing and shall be issued to the  
25 parties within thirty (30) calendar days after the case is submitted to the arbitrator.

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

1           **Section 11.4** A designated shop steward and grievant(s) shall be granted reasonable paid  
2 release time by their immediate supervisors for the purposes of attending the grievance meetings  
3 outlined above.

4 **ARTICLE 12: BENEFITS**

5           **Section 12.1** The Employer shall maintain the current level of benefits under its medical,  
6 dental, vision and life insurance programs during the life of this Agreement, except as may be  
7 otherwise provided for in this Article 12. Such coverage shall be provided to employees and their  
8 dependents, as agreed by the Joint Labor Management Insurance Committee defined in Section 12.3  
9 below.

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

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

18 **ARTICLE 13: SENIORITY**

19           **13.1** Seniority shall be defined as the total service with King County Department of  
20 Assessments. Seniority shall be the determining factor in the following situations:

- 21           1. Transfers, as set forth in Section 4.7 Transfers.
- 22           2. Layoff and rehires, as set forth in Article 14 - Reduction-in-Force/Layoff/Rehire.
- 23           3. The scheduling of vacation. Where two or more employees submit vacation requests  
24 simultaneously and only one can be approved, the request of the employee with the most seniority  
25 shall be approved.

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

28           **13.2** Seniority shall be accrued for each day of continuous employment from the most recent

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

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

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

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

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

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

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

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

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

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

10 **Section 14.5** The County agrees to notify the Union at least two (2) weeks in advance, in  
11 writing, of any anticipated reduction in force. The Department shall make its best effort to provide  
12 more than two (2) weeks notice whenever possible. Such notice shall include the name, classification  
13 and hire-in date of all such employees scheduled to be laid off.

14 **Section 14.6 Layoff/Recall Services.**

15 The County shall provide outplacement services to employees in the bargaining unit as  
16 provided in the County's Layoff and Recall Program. These services shall be made available to all  
17 bargaining unit employees who receive layoff notices, and to the extent practicable, to employees  
18 who have been identified as being at-risk of layoff.

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

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

28 **Section 15.2** Upon notification in writing by the County to the Union that any of its members

1 are engaged in a work stoppage, the Union shall immediately, in writing, order members to  
 2 immediately cease engaging in such work stoppage and provide the County with a copy of such order.  
 3 In addition, if requested by the County, a responsible official of the Union shall publicly order such  
 4 Union members to cease engaging in such work stoppage.

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

### 7 **ARTICLE 16: MISCELLANEOUS**

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

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

14 **Section 16.3** Employees performing work in a higher classification for one (1) or more  
 15 workweeks when properly assigned in writing, shall receive the Step 1 level salary for that  
 16 classification or five percent (5%) above their present salary, whichever is greater but not more than  
 17 the top step of the salary range of the higher classification, for all time so assigned.

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

20 **Section 16.5** Employees eligible for insured benefits shall receive the transportation benefits  
 21 provided by the King County Employee Transportation Program.

22 **Section 16.6** The employer is committed to providing a safe and healthy work environment.  
 23 To that end, the Employer will, on an annual basis, conduct a complete inspection of the workplace to  
 24 identify health and safety hazards in the workplace. The employer will address identified health and  
 25 safety issues in a timely manner.

### 26 **ARTICLE 17: MANAGEMENT RIGHTS**

27 **Section 17.1.** The County will continue to have, whether exercised or not, all the rights,  
 28 powers and authority heretofore existing including, but not limited to, the following: The right to

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

11 **Section 17.2.** The exercise of the foregoing powers, rights, authority, duties and  
12 responsibilities by the County Executive, County Assessor, or the County Council, the adoption of  
13 policies, rules, regulations and practices in furtherance thereof, and the use of judgment and  
14 discretion in connection therewith shall be limited only by the specific and express terms of this  
15 Agreement and then only to the extent such specific and express terms hereof are in conformance  
16 with the Constitution and Laws of the United States and the Constitution and Laws of the State of  
17 Washington.

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

21 **Section 17.3.** The County agrees not to contract out the work traditionally and normally  
22 provided by employees covered by this Agreement if contracting out such work reduces or eliminates  
23 the normal workload of the bargaining unit, unless such reduction is *de minimus*. This Section shall  
24 not restrain the County from continuing to contract out work that is short term, for peak workloads,  
25 for a specific task, or using skills and knowledge not currently available within the existing County  
26 staff.

27 **Section 17.4.** The Union acknowledges the exclusive right of the County to define and  
28 implement a new payroll system, including but not limited to a bi-weekly payroll system, that will



1 standardize pay practices and Fair Labor Standards Act work weeks, and to implement any changes  
2 arising out of, or necessitated by, the implementation of such payroll system. The County agrees to  
3 bargain the effects of any such changes.

4 **ARTICLE 18: HEALTH AND SAFETY**

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

8 **ARTICLE 19: SAVINGS CLAUSE**

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

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

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

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

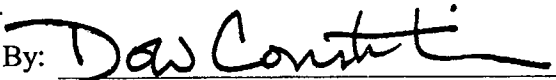
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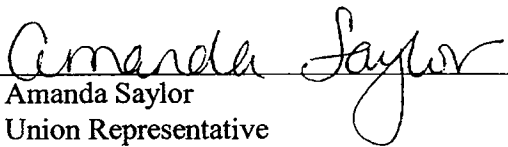
**ARTICLE 21: TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect from the date of ratification by the parties (including final approval by King County Council) unless a different effective date is specified, and covers the period January 1, 2012 through December 31, 2014. The wage increases shall be effective in accordance with the dates listed in Article 6.

APPROVED this 3RD day of OCTOBER, 2012.

By:   
King County Executive

For Office & Professional Employees  
International Union, Local 8:

  
Amanda Saylor  
Union Representative

cba Code: 035

Union Code: B1

**ADDENDUM A**  
**Office & Professional Employees International Union, Local 8**  
**Department of Assessments**  
**Wage Addendum**  
**2012 Rates**

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2620100	262101	Abstract Technician	21.2963	22.3291	22.8650	23.4137	23.9756	24.5510	25.1402	25.7436	26.3615	26.9941
4200100	421102	Administrative Office Assistant	15.6459	16.4048	16.7985	17.2017	17.6146	18.0374	18.4702	18.9135	19.3674	19.8322
4201100	421202	Administrative Specialist I	17.2029	18.0373	18.4701	18.9134	19.3673	19.8321	20.3081	20.7954	21.2945	21.8055
4201200	421303	Administrative Specialist II	18.9148	19.8322	20.3082	20.7955	21.2946	21.8056	22.3289	22.8648	23.4135	23.9754
4201300	421402	Administrative Specialist III	20.7972	21.8058	22.3291	22.8650	23.4137	23.9756	24.5510	25.1402	25.7436	26.3615
2810000	281103	Administrative Staff Assistant	24.5531	25.7440	26.3618	26.9944	27.6424	28.3058	28.9851	29.6808	30.3932	31.1227
4300100	431205	Customer Service Specialist I	16.7997	17.6145	18.0373	18.4701	18.9134	19.3673	19.8321	20.3081	20.7954	21.2945
4300200	431302	Customer Service Specialist II	18.4716	19.3675	19.8323	20.3083	20.7957	21.2948	21.8058	22.3291	22.8650	23.4137
4300300	431405	Customer Service Specialist III	20.3097	21.2947	21.8057	22.3290	22.8649	23.4136	23.9755	24.5509	25.1401	25.7434
4101200	411202	Fiscal Specialist II	19.3688	20.3082	20.7955	21.2946	21.8056	22.3289	22.8648	23.4135	23.9754	24.5508
4400200	441208	Technical Information Processing Specialist II	18.4716	19.3675	19.8323	20.3083	20.7957	21.2948	21.8058	22.3291	22.8650	23.4137
4400400	441402	Technical Information Processing Specialist IV	22.8667	23.9757	24.5511	25.1403	25.7437	26.3616	26.9942	27.6421	28.3056	28.9849

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
<UNION>  
ADDRESSING THE 2011 BUDGET CRISIS**

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

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

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

WHEREAS, the employees represented by <Union - Contract>

cba Code	Union	Contract

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

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

NOW THEREFORE, King County and <Union> agree as follows.

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

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

**A. 2012 COLA**

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

**ADDENDUM B****B. 2013 COLA**

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

**C. 2014 COLA**

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

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

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

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

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

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

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

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

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

**ADDENDUM B**

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

For <Union>:

\_\_\_\_\_  
Date

For King County:

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