



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 17, 2003**

**Ordinance 14681**

**Proposed No.** 2003-0258.1

**Sponsors** Constantine and Phillips

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

7  
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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


14                    SECTION 2. Terms and conditions of said agreement shall be effective from  
15                    January 1, 2003, through and including December 31, 2005.

16

Ordinance 14681 was introduced on 6/2/2003 and passed by the Metropolitan King  
County Council on 6/16/2003, by the following vote:

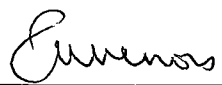
Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. Constantine, Mr. Hammond, Ms. Hague, Mr. Irons and  
Ms. Patterson  
No: 0  
Excused: 2 - Mr. McKenna and Mr. Gossett

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

6/16/03

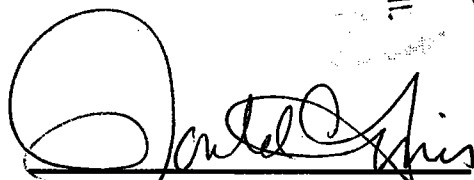
ATTEST:



Anne Noris, Clerk of the Council

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CLERK  
KING COUNTY COUNCIL

APPROVED this 23 day of June, 2003



Ron Sims, County Executive

**Attachments**

- A. Collective Bargaining Agreement between King County and Office and Professional Employees International Union, Local No. 8, AFL-CIO (Department of Assessments), B. Addendum A Office Professional Employees International Union, Local 8 Department of Assessments Wage Addendum

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KING COUNTY  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO  
(DEPARTMENT OF ASSESSMENTS)**

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1                                   **COLLECTIVE BARGAINING AGREEMENT**  
2                                   **BETWEEN**  
3                                   **KING COUNTY**  
4                                   **AND**  
5                                   **OFFICE AND PROFESSIONAL EMPLOYEES**  
6                                   **INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO**  
7                                   **(DEPARTMENT OF ASSESSMENTS)**

8  
9                                   **PREAMBLE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16                    **Section 1.11 EMPLOYEE RIGHTS.** The County agrees that all employees should be  
17 treated with respect and, as such, should work in an environment free from illegal harassment.

1 **ARTICLE 2: DEFINITIONS**

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

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

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

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



1 **ARTICLE 3: NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

11           **Section 4.3(a) TUITION REIMBURSEMENT.** The Department supports  
12 employees' pursuit of opportunities beyond their current positions. To that end, the Department shall  
13 reimburse employees to a maximum of \$250 per employee per calendar year for tuition expenses for  
14 educational or training courses relating to County business. In order to be eligible for such  
15 reimbursement, the employee must receive advance approval from the employee's supervisor, the  
16 division director and the Administrative Services Director.

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

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

25           **Section 4.5 PROGRESSIVE DISCIPLINE.** The Employer and the Union agree with the  
26 principle of progressive discipline. Types of progressive discipline may include, but are not limited  
27 to, oral reprimands, written reprimands, suspension and discharge. The Union and the employer  
28 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, employees may receive a copy of any  
8 document(s) in their personnel file.

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

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

1 **ARTICLE 5: HOURS OF WORK**

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

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

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

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

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

1                    **Section 5.3(a)** Employees required to work four (4) or more hours beyond their  
2 regular shift shall be provided a \$12 meal allowance.

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

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

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

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

1 **ARTICLE 6: WAGE RATES**

2 **Section 6.1(a)** Effective January 1, 2003, the salary in effect on December 31, 2002 for each  
3 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
4 Cities, September 2001 to September 2002. In no event shall such increase be less than a minimum  
5 of two percent (2%) or greater than a maximum of six percent (6%).

6 **Section 6.1(b)** Effective January 1, 2004, the salary in effect on December 31, 2003 for each  
7 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
8 Cities, September 2002 to September 2003. In no event shall such increase be less than a minimum  
9 of two percent (2%) or greater than a maximum of six percent (6%).

10 **Section 6.1(c)** Effective January 1, 2005, the salary in effect on December 31, 2004 for each  
11 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.  
12 Cities, September 2003 to September 2004. In no event shall such increase be less than a minimum  
13 of two percent (2%) or greater than a maximum of six percent (6%).

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

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

21 **Section 6.4** The job classifications of the employees covered by this Agreement and their  
22 current rates of pay are listed in Addendum A of this Agreement. The County agrees to conduct a  
23 salary study for the Abstract Technician classification. The parties agree to reopen this contract for  
24 the purpose of negotiating the results of said salary study.

25 **Section 6.5** New employees shall be hired at Step 1 of their respective Pay Range, or at  
26 another appropriate step, as determined by the Employer, depending upon their qualifications and  
27 departmental needs, and advanced one (1) pay step within their pay range after the successful  
28 completion of a six (6) month probationary period. Advancement to Step 2, or other appropriate step

1 if hired above Step 1, may be denied upon serving written notice thereof. Written notice to the  
2 employee should specify the reason(s) behind the withholding of the salary step.

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1 **ARTICLE 7: HOLIDAYS**

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

4

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

15

16 **Section 7.2 HOLIDAY PAY**

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

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

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

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

1                    **Section 7.2(e) PRORATION OF PAID HOLIDAYS FOR PART-TIME**

2 **EMPLOYEES.** A regular part-time employee shall receive prorated paid holiday time off (or paid  
3 time in lieu thereof) based upon straight-time hours compensated during the pay period prior to the  
4 pay period in which the holiday falls.

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

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1 **ARTICLE 8: VACATION**

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

5

6	7	8	9
Full Years of Service	Maximum Annual Leave	Hourly Accrual Rate (for 35-hour workweek)	
Upon hire through end of Year 5	12 days (84 hours)	0.0462	
Upon beginning of Year 6	15 days (105 hours)	0.0577	
Upon beginning of Year 9	16 days (112 hours)	0.0616	
Upon beginning of Year 10	20 days (140 hours)	0.0770	
Upon beginning of Year 11	21 days (147 hours)	0.0808	
Upon beginning of Year 12	22 days (154 hours)	0.0847	
Upon beginning of Year 13	23 days (161 hours)	0.0885	
Upon beginning of Year 14	24 days (168 hours)	0.0923	
Upon beginning of Year 15	25 days (175 hours)	0.0962	
Upon beginning of Year 16	26 days (182 hours)	0.1001	
Upon beginning of Year 17	27 days (189 hours)	0.1039	
Upon beginning of Year 18	28 days (196 hours)	0.1078	
Upon beginning of Year 19	29 days (203 hours)	0.1116	
Upon beginning of Year 20 and beyond	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)** Employees eligible for vacation leave shall use vacation leave beyond the  
9 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond  
10 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum  
11 amount unless the appointing authority has approved a carryover of such vacation leave because of  
12 cyclical workloads, work assignments, or other reasons as may be in the best interests of the County.  
13 The maximum vacation accrual amounts established above shall apply to vacation accruals as of  
14 December 31, 1995.

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

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

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

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

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

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

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

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

1 **ARTICLE 9: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 leave shall be restored.

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

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

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

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

22 **Section 9.4** Employees who have been employed the entire previous calendar year and who use  
23 thirty-five (35) hours of sick leave or less in such calendar year shall be eligible to convert their sick  
24 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	8.75
26.26 - 17.75	13.00
17.50 - 9.00	17.50
8.75 - 0.00	26.25



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

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1 **ARTICLE 10: LEAVES OF ABSENCE**

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

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

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

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

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

27 **Section 10.5 BEREAVEMENT LEAVE.** Employees shall be entitled to three (3) working  
28 days with pay per occurrence, up to three (3) occurrences per calendar year, for the death of parents,

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

5 **Section 10.6 COURT LEAVE.** All regular employees ordered on a jury or to appear before  
6 a court of law in a matter related to their employment in the Department of Assessments shall be  
7 entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of  
8 mileage, with the King County Office of Finance. Employees shall report back to their work  
9 supervisor when dismissed from jury service. The employees' supervisor will advise employees of  
10 the method of charging for the absence prior to the appearance date.

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

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

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

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

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

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

12 **Section 11.2 GRIEVANCE PROCEDURE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 Oral or written reprimands.

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

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

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

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

1 **ARTICLE 12: BENEFITS**

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

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

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



1 **ARTICLE 13: SENIORITY**

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

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

4 1. Transfers, as set forth in Section 4.8 Transfers.

5 2. Layoff and rehires, as set forth in Article 14 - Reduction-in-Force/Layoff-Rehire.

6 3. The scheduling of vacation. Where two or more employees submit vacation requests  
7 simultaneously and only one can be approved, the request of the employee with the most seniority  
8 shall be approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 class;

2 (c) Re-employment in a comparable position or job class;

3 (d) Failure to appear for a job interview after notification by telephone or by mail

4 addressed to the employee's last address on file with the County;

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

6 of employment;

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

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

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

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

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

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

1 **ARTICLE 16: MISCELLANEOUS**

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

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

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

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

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

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

20 **Section 16.7** The employer is committed to providing a safe and healthy work environment.  
21 To that end, the Employer will, on an annual basis, conduct a complete inspection of the workplace to  
22 identify health and safety hazards in the workplace. The employer will address identified health and  
23 safety issues in a timely manner.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

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

23           The Union acknowledges the exclusive right of the County to define and implement a new  
24 payroll system, including but not limited to a bi-weekly payroll system, and to implement any  
25 changes arising out of, or necessitated by, the implementation of such payroll system. The County  
26 agrees to bargain the effects of any such changes.

1 **ARTICLE 18: HEALTH AND SAFETY**

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

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1 **ARTICLE 19: SAVINGS CLAUSE**

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

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

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

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

1 **ARTICLE 21: TERMINATION AND RENEWAL**

2 This Agreement shall remain in full force and effect from the date of ratification by the parties  
3 (including final approval by King County Ordinance) until December 31, 2005. The wage increases  
4 shall be effective in accordance with the dates listed in Article 6.

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8 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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12 By \_\_\_\_\_

13 King County Executive

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20 \_\_\_\_\_  
21 Suzanne Mode

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

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

(Refer to the 2003 Squared Salary Schedule for rates)

Salary Range	JOB CLASS
40	Abstract Technician
29	Administrative Office Assistant
33	Administrative Specialist I
37	Administrative Specialist II
41	Administrative Specialist III
32	Customer Service Specialist I
36	Customer Service Specialist II
40	Customer Service Specialist III
38	Fiscal Specialist II
36	Technical Information Processing Specialist II
45	Technical Information Processing Specialist IV

**Attachment B**  
**2003-258**  
**14681**