

Coalition Labor Agreement (CLA) - Appendix for 035
Agreement Between King County
And
Office & Professional Employees International Union, Local 8
Department of Assessments

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PREAMBLE AND APPLICATION OF COALITION LABOR AGREEMENT

These Articles constitute an agreement which serve as an appendix to the Coalition Labor Agreement (“the CLA”), the terms of which have been negotiated in good faith between the King County Department of Assessments (“the County”) and the Office and Professional Employees International Union, Local 8 (hereinafter referred to as “the Union”).

The intent and purpose of this Agreement (hereinafter referred to as “the Appendix”) is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the representation rights of public employees. It sets forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Appendix is to promote cooperation between the County and its employees. This Appendix and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

The CLA shall apply to the individual bargaining unit’s employees as follows:

- The Preamble in its entirety.
- All superseding and non-superseding provisions, unless otherwise noted below or in the CLA.
- The following non-superseding articles do not apply to this bargaining unit:
 - CLA Article 44 “Training and Licensing/Certification”

ARTICLE 1: UNION/MANAGEMENT RELATIONS

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

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

Section 1.3 UNION MEMBERSHIP. Pursuant to CLA Article 37: The County recognizes that bargaining unit employees may, at their discretion, become members of the Union.

Section 1.4 UNION INSIGNIA. Employees who are represented by the Union shall be permitted to wear, during work hours, any type of union insignia prescribed by their international or local organization. The wearing of such insignia shall not be cause for discipline. This provision shall not excuse an employee from following any departmental dress code.

Section 1.5 UNION NOTIFICATION. Pursuant to CLA Article 20: The County shall notify the Union promptly of all employees leaving its employment.

Section 1.6 VISITATION. An authorized Union Representative may visit the work location of employees covered by this Appendix for the purpose of investigating grievances and observing working conditions. The visits shall not interfere with or disturb employees in the performance of their work. The Union shall notify the County of such visits in advance.

Section 1.7 SHOP STEWARD. The County agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be scheduled by mutual agreement between the parties and held during regular working hours. Additionally, when contract administration business is conducted during working hours, the Steward is responsible for clearing time away from work with their manager or supervisor.

Section 1.8 EMPLOYEE RIGHTS. The County agrees that all employees should be treated with respect and, as such, should work in an environment free from illegal harassment.

Section 1.9 LABOR-MANAGEMENT COMMITTEE. The County and the Union agree to establish a Labor Management Committee. The purpose of the Committee is to discuss matters of

1 concern to either party, and promote effective labor-management communications. Meetings shall be
2 conducted quarterly, or according to a schedule mutually agreed by the Union and the County. Up to
3 three members of the bargaining unit shall be entitled to participate in Committee meetings during
4 regular work hours, except that no overtime obligation will result from Committee activities. As
5 soon as practical after the execution of this Appendix, the parties agree to meet and establish the
6 Committee schedule and ground rules.

7 **Section 1.10 NOTIFICATION OF TRANSITIONAL DUTY ASSIGNMENTS.** The
8 Union shall be notified in advance of any anticipated transitional duty assignments in the Department
9 of Assessments where bargaining unit work would be performed by an employee from the
10 transitional duty program. Such notice shall be provided to the Union Representative and Shop
11 Steward and include the name of the employee, the timeframe of the transitional assignments, and a
12 description of the body of work being assigned.

13 14 **ARTICLE 2: DEFINITIONS**

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

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

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

27 **Section 2.4 TEMPORARY EMPLOYEES.** Temporary employees are those employees,
28 either full-time or part-time, employed on a temporary basis. The County agrees that it will not use

temporary employees to supplant regular positions.

ARTICLE 3: NON-DISCRIMINATION

Pursuant to Article 38 of the CLA and the following: Both parties agree personnel actions may be taken to accommodate disabilities as may be required under the American with Disabilities Act (ADA).

Grievances under this Article may be pursued only through Step 3 of the grievance process. Employees have the right to pursue discrimination complaints through the appropriate State, Federal, or local equal employment opportunity agencies.

ARTICLE 4: EMPLOYMENT PRACTICES

Section 4.1 POSITION OPENINGS. Pursuant to CLA Article 18: Employees who make written application for a vacant position will receive notification of acceptance or rejection. Posting of employment opportunities (Regular – career service; Term-Limited Temporary (TLT) and Special Duty) will be in accordance with department policies and the CLA Article 18.

Section 4.2 EMPLOYMENT LISTS. In accordance with the King County Personnel Guidelines Article 9, employees who successfully complete the requirements for recruitment for vacant positions and not selected for current opening positions will be placed on an employment list for the specific classification and employment type applied for. The County agrees to notify the employee of the placement on the Employment List and the duration of the list's validity.

Section 4.3 PROMOTIONS. A promoted full-time career-service employee, who has successfully completed the probationary period in their previous position, who is deemed unable to perform satisfactorily the duties of the new position and does not successfully complete probation in the higher classification, or who voluntarily requests to demote, shall be returned to the previously held position, provided it is vacant, or to an equivalent position at the same salary range if the employee is qualified. If no such vacancy is available, the employee may be laid off and shall have recall rights as defined in Article 12.6 of this Appendix. Vacancy shall mean an unfilled position

1 which is not scheduled for upgrading and/or is filled with a temporary employee. The Union shall be
2 provided with a list of positions scheduled for upgrading.

3 **Section 4.4 TECHNOLOGY/SYSTEMS CHANGE.** The County and the Department of
4 Assessments (hereinafter, the “Department”) recognize the mutual benefit to be attained by affording
5 training opportunities to employees and shall notify employees of departmental training opportunities
6 relevant to an employee’s position. The County and the Department of Assessments shall have as a
7 goal to provide training, technology, and all other resources necessary to enable employees to achieve
8 excellence. Further, the County and the Department of Assessments shall have as a goal that all
9 employees have equal access to training opportunities relevant to their positions. In the event an
10 employee’s request for training is denied by the employee’s supervisor, the employee may ask the
11 next highest level of supervision for a review of such denial. Employees should submit any relevant
12 fact to support their request for training at the time of the initial request.

13 **Section 4.4(a) TUITION REIMBURSEMENT.** The Department supports
14 employees’ pursuit of opportunities beyond their current positions. To that end, the Department shall
15 reimburse employees for a minimum of \$350 per employee per calendar year for tuition expenses for
16 educational or training courses relating to County business. In order to be eligible for such
17 reimbursement, the employee must receive advance approval from the employee’s supervisor, the
18 Division Director and the Administrative Services Director. Tuition expenses above and beyond
19 \$350 per employee per year shall be reimbursed pursuant to Department policy and provided
20 sufficient funds being available in the budget.

21 **Section 4.4(b)** Reimbursements due the employee for education or training shall be
22 provided within thirty (30) days of the employee submitting proof of completion of course.

23 **Section 4.5 PERSONNEL FILES.** Upon request, the employees covered by this Appendix
24 may examine their personnel files in the presence of a Division Director or designee during normal
25 business hours. Employees shall receive a copy of any documents that may result in disciplinary
26 action prior to placement in their personnel file. If an employee believes derogatory material has
27 been placed in their file, the employee may provide a written explanation to be placed in their file.
28

1 Upon request, once every calendar year employees may receive a copy of their personnel file, except
2 an employee may request copies of any subsequent documents placed in their personnel file.

3 **Section 4.6 TRANSFERS.** Lateral transfers within the same job classification within the
4 Department of Assessments shall be made on the basis of qualifications and individual abilities. If
5 the Department determines that two or more employees possess equal qualifications and individual
6 abilities, the more senior employee shall be the employee transferred. The Department's decision as
7 to which employee is most qualified shall be final and not subject to the grievance provisions of this
8 Appendix. Additionally, the Department's decision that two or more employees possess equal
9 qualifications and individual abilities shall be final and not subject to the grievance provisions of this
10 Appendix. If an employee making such a transfer has already served a probationary period for the
11 job classification involved, the employee shall not serve an additional probationary period. A
12 transferred employee who voluntarily requests to return to their previously held position within
13 ninety (90) calendar days of the initial transfer may do so if that position is vacant. Vacancy shall
14 mean an unfilled position which is not scheduled for upgrading and/or is filled with a temporary
15 employee.

16 **Section 4.7 RIGHT TO UNION REPRESENTATION.** Employees shall have the right to
17 the attendance of a Union representative at disciplinary and/or investigatory meetings. If the
18 employee wants Union representation at such meeting, the employee shall notify the Employer. If
19 the employer has not informed the employee prior to the meeting of the meeting's purpose and of the
20 employee's right to have representation present, the employee may request to adjournment for a
21 reasonable time period until a representative can be present.

22 **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, nor more
26 than thirty-five (35) hours in any one week between the hours of 6:00 a.m. and 5:00 p.m. Core hours
27 for four (4) day workweek employees are 9:00 a.m. to 3:00 p.m. The regular hours of work for
28 employees working five (5) days per week shall not exceed seven (7) hours in any one day, Monday

through Friday, nor more than thirty-five (35) in any one week between the hours of 8:30 a.m. to 4:30 p.m. Core hours for five (5) day workweek employees are 9:00 a.m. to 3:00 p.m. Employees may have flexible work schedules with the mutual consent between the employee and the County.

Section 5.2 NOTICE OF SCHEDULE/SHIFT CHANGE. It is understood that the County may change the hours of any job where the schedule no longer meets the requirements of the work. The County shall provide at least two (2) full pay periods advance written notice to the Union and the affected employee(s) prior to implementing any non-emergent and permanent schedule change or change in hours. Notice may be waived by written mutual consent between the Division Director or designee and the employee.

Section 5.2(a) The County may establish new work locations, provided that advance written notice is given to the Union, except in cases of emergency, and the Union is provided the opportunity to bargain the impacts or decision, to the extent required by law.

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

Section 5.4 CONTRACTUAL OVERTIME. Except as otherwise provided in this Article, contractual daily overtime shall be paid to employees who work more than one hour beyond their regularly scheduled workday, inclusive of alternative work schedules, at the contractual overtime rate in effect at the time the work is performed, exclusive of lunch period.

Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the contractual overtime rate in effect at the time the overtime work is performed.

The contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A

1 wage table, plus any applicable pay premiums in effect at the time the OT is worked that are
2 contractually required to be included when calculating the Contractual Overtime Rate. If the Fair
3 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
4 employee shall be paid the higher rate of pay pursuant to the FLSA.

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

7 With mutual agreement between the County and the employee, overtime may be compensated
8 for with compensatory time off at the applicable rate. All overtime requires prior authorization by the
9 County. Saturday and Sunday work is not overtime when it is a regularly scheduled workday for the
10 individual.

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

13 **Section 5.4(b) Compensatory Time.** With mutual agreement of the County and
14 employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such
15 compensatory time may be accrued to a maximum of eighty non-renewable (80) hours. Requests to use
16 compensatory time will be approved unless the employee's absence during the period requested will
17 unduly disrupt the operations of the Department of Assessments. Compensatory time accrued shall be
18 used during the calendar year in which it is earned unless such utilization is not feasible due to the work
19 demands. The employee may then request, and the department director may approve, the carryover of
20 a maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that
21 includes December 31 for all accrued compensatory time not carried over into the following year.
22 Compensatory hours that have been carried over must be used within the first quarter of the new
23 calendar year, or will be cashed out in the pay period that includes March 31.

24 **Section 5.5 MAKEUP TIME.** If an employee is unable to arrive at work at the usual starting
25 time or needs to leave early due to circumstances beyond the employee's control, the employee may,
26 at the employee's option and with the employee's supervisor's prior approval and without
27 disciplinary consequences:
28

Section 5.5(a) Makeup any lost time of less than thirty (30) minutes during the same day or workweek, or request to use vacation time.

Section 5.5(b) Makeup any lost time more than thirty (30) minutes during the current pay period or deduct the time lost from the employee's accrued vacation. At no time may an employee make up time when working such makeup time will result in the employee working more than 40 hours in one week.

Section 5.5(c) When an employee who normally works Monday through Thursday or Tuesday through Friday is absent from work due to adverse weather conditions or the observance of religious holidays, the employee shall be permitted to make up the work on the employee's scheduled Friday/Monday off in lieu of using paid leave time, provided that all of the following conditions are satisfied: 1) the time is made up within the next two (2) full weeks; 2) supervision will be available without special scheduling; and 3) the hours being made up do not result in overtime pay for the employee.

Section 5.5(d) Section 5.5(c) does not apply to any situation where the Assessor or designee officially closes operations in the Department of Assessments because of adverse weather conditions, or orders employees to leave the work site. In that event, employees shall be paid for the normally scheduled workday.

ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY

Section 6.1 Pay Increases. All wage rates in effect for the classifications listed in Addendum A shall receive increases in accordance with the CLA.

Section 6.2 Employees on Step 2 through Step 9 of their pay range will receive a one (1) step increase on January 1st of each year, except as provided by Section 6.5.

Section 6.2(a) Performance Appraisals. If an employee receives an unsatisfactory rating on their performance evaluation, the employee may appeal that rating through the King County Personal Guidelines.

Section 6.2(b) Completion of Probation. An employee must successfully complete their probationary period prior to October 1st to be eligible for a Step increase the following January 1st.

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

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

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

Section 6.6 An employee who is assigned in writing as a lead worker will receive an increase of five percent (5%) above the hourly base rate of pay for all work hours when so assigned. For purposes of this Article, a lead worker is one who assigns, schedules, directs and checks work of others, who may be in the same classification. Assignment as a lead worker will not confer on any employee any privilege or right of grievance or appeal. Lead assignments may be made and revoked in writing at the sole discretion of management with two (2) full pay periods advance written notice to the Union and the affected employee(s). Notice may be waived by written mutual consent between the Division Director or designee and the employee. When management intends to make a lead

worker assignment, eligible employees may be notified and allowed an opportunity to indicate their interest in the assignment.

ARTICLE 7: HOLIDAYS

Section 7.1 HOLIDAYS OBSERVED. Employees covered by this Appendix shall be eligible for holidays with pay as provided in the CLA Article 10, and Section 7.2 below:

Section 7.2 HOLIDAY PAY.

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

Section 7.2(b) WORK ON A HOLIDAY. Work performed on holidays shall be paid at the contractual overtime rate of one and one-half (1-1/2) times the base hourly rate of pay in addition to the regular holiday pay.

Section 7.2(c) Holidays that fall on Friday or Saturday shall be observed the preceding Thursday by Monday - Thursday four-day employees. Holidays that fall on Sunday or Monday shall be observed the following Tuesday by Tuesday - Friday four-day employees. For those employees whose work schedule does not include Friday shall receive Wednesday off in Thanksgiving week in lieu of the day after Thanksgiving.

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

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

ARTICLE 8: VACATION

Section 8.1(a) Regular full-time and regular part-time employees shall receive vacation leave benefits as provided in the CLA Articles 9 and 32, and the following:

Section 8.1(b) Temporary employees shall not be granted vacation benefits.

Section 8.1(c) Failure to use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year will result in forfeiture of the excess vacation unless the appointing authority has approved a carryover of such vacation leave in accordance with County policies and procedures.

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

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

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

ARTICLE 9: SICK LEAVE

Section 9.1(a) Full-time regular employees and part-time regular employees shall accrue sick leave benefits pursuant to the CLA Article 31, and the following:

Section 9.1(b) Temporary employees shall receive sick leave benefits in accordance with Washington State Law.

Section 9.1(c) For employees covered by the overtime requirements of the Fair Labor Standards Act (FLSA), sick leave may be used in fifteen (15) minute increments, at the discretion of the appointing authority in accordance with Washington State Law.

Section 9.1(d) Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician or other qualified care provider may be required for any requested sick leave absence in accordance with Washington State

1 Law. Verification by a licensed physician or other qualified care provider may be required for all
2 sick leave absences of more than three consecutive work days.

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

6 **Section 9.2** If an employee is injured or is taken ill while on paid vacation or compensatory
7 time off, in order to receive sick leave for that time, the employee shall notify the Department
8 immediately upon return to work. If the illness extends beyond the length of the originally scheduled
9 vacation, the employee shall notify the Division Manager or designee, of the employee's illness or
10 injury on the originally scheduled first day back. A doctor's statement or other proof of illness or
11 disability, while on vacation or compensatory time off, must be presented to the Division Manager
12 regardless of the number of days involved. Sick leave shall not be used in lieu of vacation, but
13 vacation may be used in lieu of sick leave.

14 15 **ARTICLE 10: LEAVES OF ABSENCE**

16 **Section 10.1 GENERAL PROVISIONS.** The continuous service and seniority status of an
17 employee shall not be interrupted while on unpaid leave, due to industrial injury, military service,
18 leave covered by the Family and Medical Leave Act or the County's Family-Medical Leave
19 Ordinance. The County shall pay for medical, dental, vision and disability insurance during any
20 federal or state mandated leave of absence including, but not limited to, military duty or jury duty.

21 **Section 10.2 COURT LEAVE.** All regular employees ordered on a jury or to appear before
22 a court of law in a matter related to their employment in the Department of Assessments shall be
23 entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of
24 mileage, with the King County Finance and Business Operations Division of the Department of
25 Executive Services. Employees shall report back to their work supervisor when dismissed from jury
26 service. The employees' supervisor will advise employees of the method of charging for the absence
27 prior to the appearance date.

Section 10.3 INDUSTRIAL ACCIDENT LEAVE. Employees shall continue to accrue service credit and seniority for the purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as a result of employment with the County covered by Workers' Compensation Insurance. All employees subject to this Agreement shall be covered by the State Industrial Accident Insurance.

ARTICLE 11: SENIORITY

Section 11.1 Seniority shall be defined as the total service with King County Department of Assessments. Seniority shall be the determining factor in the following situations:

Section 11.1(a) Transfers, as set forth in Section 4.6 Transfers.

Section 11.1(b) Layoff and rehires, as set forth in Article 12 of this Appendix - Reduction-in-Force/Layoff/Rehire.

Section 11.1(c) The scheduling of vacation. Where two or more employees submit vacation requests simultaneously and only one can be approved, the request of the employee with the most seniority shall be approved.

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

Section 11.2 Seniority shall be accrued for each day of continuous employment from the most recent date of hire or rehire into the bargaining unit and shall include any prior service with the Department of Assessments within the previous two (2) years and while on recall status due to layoff for up to two (2) years. Breaks in seniority shall occur upon resignation, retirement, discharge, layoff of more than two (2) years, or failure to report to work within ten (10) days after notice by registered mail or recall from layoff.

ARTICLE 12: REDUCTION-IN-FORCE/LAYOFF/REHIRE

Section 12.1 Employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off by order of inverse seniority within the Department of Assessments. The least senior employee(s) in the affected job classification shall be the first laid off; however, in the event of two

(2) employees having the same seniority in the affected job classification, ability and skill shall be the determining factor on retention.

Section 12.2 Employees laid off shall be recalled into their job classification in the inverse order of layoff.

Section 12.3 In any layoff, more senior employees, if qualified, shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid off first. Employees in the bargaining unit who are laid off may bump into other positions in the bargaining unit if they meet all of the following criteria:

Section 12.3(a) The employee to be bumped has less bargaining unit seniority than the employee who elects to bump; and

Section 12.3(b) The employee to be bumped is at a lower pay range than the employee who elects to bump; and

Section 12.3(c) The employee electing to bump has successfully passed probation in the classification to which the employee is electing to bump or the employee electing to bump holds a position in a classification in the same classification series as the position into which the employee is electing to bump (i.e., an Administrative Specialist II may bump an Administrative Specialist I).

Section 12.4 Employees shall maintain layoff recall rights for twenty-four (24) months from the date of layoff and may be removed from the department recall list for any one of the following reasons:

Section 12.4(a) The expiration of two (2) years from the date of layoff;

Section 12.4(b) Failure to accept employment or report to work in a comparable position or job class;

Section 12.4(c) Re-employment in a comparable position or job class;

Section 12.4(d) Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;

Section 12.4(e) Failure to respond within seven (7) days to a communication regarding availability of employment;

Section 12.4(f) Request in writing by the laid-off employee to be removed from the list.

Section 12.5 The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction in force. The Department shall make its best effort to provide more than two (2) weeks notice whenever possible. Such notice shall include the name, classification and hire-in date of all such employees scheduled to be laid off.

Section 12.6 Layoff/Recall Services.

The County shall provide career support services, including priority placement benefits to eligible career service employees in the bargaining unit who are in receipt of a proposed or final layoff notice as provided in the County's Reduction in Force Planning and Implementation Guide.

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 13.1 The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Appendix and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 13.2 Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union represented employees to cease engaging in such work stoppage.

Section 13.3 Any employee who commits any act prohibited in this Article shall be subject to discharge, suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 14: MISCELLANEOUS

Section 14.1 REIMBURSEMENT FOR PERSONAL TRANSPORTATION. Pursuant to CLA Article 24, and: Parking, ferry fares and toll charges shall be reimbursed by the County for authorized use of an employee's personal transportation for County business.

Section 14.2 Any improvements to transit/commuting subsidies given to the majority of non-represented County employees shall also be offered to members of the bargaining unit.

ARTICLE 15: MANAGEMENT RIGHTS

Section 15.1. The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing including, but not limited to, the following: The right to determine the standards of services to be offered by the department; determine the standards of selection of employment; direct its employees; take disciplinary action; determine the methods, tools and standards of evaluating employee performance; relieve its employees from duty because of lack of work or for other reasons; issue and endorse rules and regulations; maintain and improve the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and to determine the work schedules of its employees. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state and local laws and regulations provisions shall not be subject to any grievance or arbitration proceeding.

Section 15.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County Executive, County Assessor, or the County Council, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Appendix and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington.

The exercise by the County through its County Council, County Assessor, and Executive and

management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 16: HEALTH AND SAFETY

Section 16.1 The County and the Department of Assessments agree to comply with all applicable federal, state and local laws and regulations regarding health and safety, including the Americans with Disabilities Act.

Section 16.2 The County is committed to providing a safe and healthy work environment. To that end, the County will, on an annual basis, conduct a complete inspection of the workplace to identify health and safety hazards in the workplace. The County will address identified health and safety issues in a timely manner.

ARTICLE 17: FULL UNDERSTANDING, WAIVER CLAUSE

Pursuant to CLA Article 46 and the following: It is intended that this Appendix sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

For Office & Professional Employees
International Union, Local 8:

Signed by:

Denise Baeza

58FCF03D59F44ED...

Denise Baeza
Union Representative

Signed by:

Sara Franklin

A2E6DD2032A44A7...

Sara Franklin
Bargaining Unit Member

For King County:

Signed by:

Leah Julius

F6DB59696E97459...

Leah Julius, Labor Relations Negotiator
Office of Labor Relations, Executive Office

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

cba Code: 035

Union Code: B1

Job Class Code	PeopleSoft Job Code	Job Classification	Salary Range*
2620100	262101	Abstract Technician	44
2620200	262601	Abstract Technician - Senior	48
4200100	421102	Administrative Office Assistant	30
4201100	421202	Administrative Specialist I	35
4201200	421303	Administrative Specialist II	39
4201300	421402	Administrative Specialist III	43
4201400	421515	Administrative Specialist IV	48
2810000	281103	Administrative Staff Assistant	49
4300100	431205	Customer Service Specialist I	34
4300200	431302	Customer Service Specialist II	38
4300300	431405	Customer Service Specialist III	42
4101200	411202	Fiscal Specialist II	39

*** Steps 1-10 on the King County 10-Step Squared Table**