KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 22, 2006

Ordinance 15472

Proposed No. 2006-0207.1 **Sponsors** Gossett and Phillips

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated between King County and King County and Office and Professional Employees International Union, Local 8, representing employees in the department of assessments and attached hereto is hereby 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, 2006, through and including December 31, 2008.

16

Ordinance 15472 was introduced on 5/8/2006 and passed by the Metropolitan King County Council on 5/22/2006, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Ferguson, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 26 day of May, 2006.

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

RECEIVED
2006 MAY 26 PM 1:31
KING COUNTY
CLERK
KING COUNTY COUNCIL

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

TABLE OF CONTENTS

ARTICLE 1: UNION/MANAGEMENT RELATIONS 2
ARTICLE 2: DEFINITIONS 5
ARTICLE 3: NON-DISCRIMINATION 6
ARTICLE 4: EMPLOYMENT PRACTICES 7
ARTICLE 5: HOURS OF WORK 10
ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY 12
ARTICLE 7: HOLIDAYS 14
ARTICLE 8: VACATION 16
ARTICLE 9: SICK LEAVE 19
ARTICLE 10: LEAVES OF ABSENCE 23
ARTICLE 11: GRIEVANCE PROCEDURE 25
ARTICLE 12: BENEFITS 29
ARTICLE 13: SENIORITY 30
ARTICLE 14: REDUCTION-IN-FORCE/LAYOFF/REHIRE 31
ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION 33
ARTICLE 16: MISCELLANEOUS 34
ARTICLE 17: MANAGEMENT RIGHTS 35
ARTICLE 18: HEALTH AND SAFETY 37
ARTICLE 19: SAVINGS CLAUSE 38
ARTICLE 20: FULL UNDERSTANDING, WAIVER CLAUSE 39
ARTICLE 21: TERMINATION AND RENEWAL 40

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KING COUNTY

AND

OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION, LOCAL NO. 8, AFL-CIO

(DEPARTMENT OF ASSESSMENTS)

PREAMBLE

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

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer 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 Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Employer and its employees. This Agreement and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 1: UNION/MANAGEMENT RELATIONS

Section 1.1 UNION RECOGNITION. The Employer 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 agreements. The positions represented by the Union are referenced in the attached Addendum "A."

Section 1.2 UNION COVERAGE. The Employer shall notify the Union within thirty (30) days of the establishment of any new position in the department. The Employer 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 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The Union and the Employer shall negotiate over the rate of pay for all new positions in the bargaining unit.

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

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

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

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

Section 1.6 UNION INSIGNIA. Employees who are members of the Union in good standing 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 by a Union member shall not be cause for discipline. This provision shall not excuse an employee from following any departmental dress code.

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

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

Section 1.7(a) HOLD HARMLESS. The Union shall indemnify, defend, and hold the County harmless against any and all claims made and against any and all suits instituted against the County arising directly or indirectly, out of any action taken or not taken by or on behalf of the

County under Sections 1.5 and 1.6(a) of this Article.

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

Section 1.8 VISITATION. An authorized Union Representative may visit the work location of employees covered by this Agreement 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 Employer of such visits in advance.

Section 1.9 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.

Section 1.10 JOB POSTINGS. All positions to be filled in the Department of Assessments, and open internally only to Department employees, shall continue to be posted in designated places, such as electronic mail posting. The County will transmit to the Union upon request, but not more than twice a year, a list of all employees in the unit. The list shall indicate the name of the employee, job classification, and pay rate.

Section 1.11 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 1.12 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 concern to either party, and promote effective labor-management communications. Meetings shall be conducted quarterly, or according to a schedule mutually agreed by the Union and the County. Up to three members of the bargaining unit shall be entitled to participate in Committee meetings during regular work hours, except that no overtime obligation will result from Committee activities. As soon as practical after the execution of this Agreement, the parties agree to meet and establish the Committee schedule and ground rules.

ARTICLE 2: DEFINITIONS

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

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

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

Section 2.4 TEMPORARY EMPLOYEES. Temporary employees are those employees, 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

The Employer and the Union agree that they will not discriminate against any bargaining unit member with respect to compensation, terms, conditions or privileges of employment by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, disability, Union activity or military service. 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 2 of the grievance process.

ARTICLE 4: EMPLOYMENT PRACTICES

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

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

- Any such open or newly created position shall be posted for first consideration to all bargaining unit employees covered under this Agreement for a period of at least five (5) days on the bulletin board in the main office and other customary posting locations. The posting shall include job title, compensation and a statement of minimum qualifications.
- Only employees who apply during the five (5) day period, shall be considered for the position. The criteria for filling a position shall include, but is not limited to, considerations of job performance, ability and qualifications.
- Employees not selected for such opening are encouraged to discuss with the appropriate hiring decision maker the areas of improvement which might lead to selection for subsequent openings.

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

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

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

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

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

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

without resort to progressive discipline.

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

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

ARTICLE 5: HOURS OF WORK

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

Section 5.2 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 5.3 OVERTIME. Except as otherwise provided in this Article, employees shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of one hour beyond their regularly scheduled workday, exclusive of lunch period.

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

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

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

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

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

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.

5.5(b) Makeup any lost time more than thirty (30) minutes during the next two (2) weeks 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.

ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY

Section 6.1(a) Effective January 1, 2006, the salary in effect on December 31, 2005 for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September 2004 to September 2005. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Section 6.1(b) Effective January 1, 2007, the salary in effect on December 31, 2006 for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September 2005 to September 2006. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Section 6.1(c) Effective January 1, 2008, the salary in effect on December 31, 2007 for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S. Cities, September 2006 to September 2007. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

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; provided they receive at least a satisfactory rating on their performance evaluation for the previous year. An employee must complete his/her 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 Agreement and their current rates of pay are listed in Addendum A of this Agreement. Upon request, the Employer shall provide the Union and employee copies of classification specifications for any classification within the bargaining unit. The Employer shall notify the Union in writing of any proposed modifications and revisions thereto. The Employer will review and update classification specifications periodically. The Employer will notify the Union in writing of any new classifications or positions to be covered by this Agreement. The Employer 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 Employer, depending upon their qualifications and departmental needs, and advanced 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 If there has been a gradual accretion of or a significant change in duties and responsibilities over a period of one year, an employee or the department or division director may request a review by the Human Resources Director or designee, and allocation to a different classification. An employee who requests a position review shall submit the Position Description Questionnaire (PDQ) through his/her supervisor. The Department of Assessments agrees to transmit the employee's PDQ to the Human Resources Division no later than sixty (60) calendar days after the employee provides the completed PDQ to the supervisor. If the Human Resources Director or designee determines the position should be reallocated, the effective date of such reallocation shall be the first day of the pay period following receipt of the PDQ by Human Resources Division.

Section 6.7 An employee who is assigned in writing as a lead worker will receive an increase of five per cent (5%) above the regular 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. 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. The following days or days in lieu thereof shall be recognized as holidays without salary deduction:

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

Section 7.2 HOLIDAY PAY

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

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

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

Section 7.2(d) Holidays falling on Saturday shall be observed the preceding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated. Holidays that fall on Friday or Saturday shall be observed the preceding Thursday by 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(e) 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(f) 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 employees shall receive vacation leave benefits based on an hourly rate of accrual for each hour in pay status exclusive of overtime, as indicated in the following table:

Full Years of Service		Maximum Annual Leave	Hourly Accrual Rate (for 35-hour workweek)
Upon hire through end of Year	5	12 days (84 hours)	0.0462
Upon beginning of Year	6	15 days (105 hours)	0.0577
Upon beginning of Year	9	16 days (112 hours)	0.0616
Upon beginning of Year	11	20 days (140 hours)	0.0770
Upon beginning of Year	17	21 days (147 hours)	0.0808
Upon beginning of Year	18	22 days (154 hours)	0.0847
Upon beginning of Year	19	23 days (161 hours)	0.0885
Upon beginning of Year	20	24 days (168 hours)	0.0923
Upon beginning of Year	21	25 days (175 hours)	0.0962
Upon beginning of Year	22	26 days (182 hours)	0.1001
Upon beginning of Year	23	27 days (189 hours)	0.1039
Upon beginning of Year	24	28 days (196 hours)	0.1078
Upon beginning of Year	25	29 days (203 hours)	0.1116
Upon beginning of Year and beyond	26	30 days (210 hours)	0.1154

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

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

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

scheduled workweek.

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

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

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

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

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

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

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

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

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

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

Section 8.2 EMPLOYER 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 Employer. Vacation approvals, once given, may not be rescinded by the Employer.

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 at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of seven (7) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment.

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

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

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

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

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

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

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

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

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

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

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

(4) A female employee's temporary disability caused by or contributed to by

pregnancy and childbirth.

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

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

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

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

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

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

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

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

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

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

Section 9.1(j) Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave

accrued to the employee as of the date of separation or termination. Should the employee resign in good standing or be laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

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

Section 9.1(l) Any improvements in sick leave 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.

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

Section 9.3 Any improvements in sick leave 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.

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

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

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

ARTICLE 10: LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

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

Section 10.9 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 Employer covered by Workers' Compensation Insurance.

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

ARTICLE 11: GRIEVANCE PROCEDURE

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

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

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

Section 11.2 GRIEVANCE PROCEDURE.

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

(a) fully describe the grievance and how the employee(s) was/were adversely affected;

(b) set forth the Section(s) of the contract allegedly violated;

(c) indicate the date(s) of the incident(s) grieved;

(d) specify the remedy or solution to the grievance sought by the employee(s);

(e) identify the grievant and be signed by the grievant;

(f) identify the person, if any, chosen by the grievant to be his/her representative.

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

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

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

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

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

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

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

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

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

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

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

Oral or written reprimands.

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

The parties shall select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will

be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains, with the grieving party striking first.

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

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

ARTICLE 12: BENEFITS

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

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

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

ARTICLE 13: SENIORITY

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

1. Transfers, as set forth in Section 4.8 Transfers.
2. Layoff and rehires, as set forth in Article 14 - Reduction-in-Force/Layoff-Rehire.
3. 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 case where two (2) or more employees have the same seniority and qualifications, a coin toss shall be the determining factor.

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 14: REDUCTION-IN-FORCE/LAYOFF/REHIRE

Section 14.1 Employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off according to 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 14.2 Employees laid off shall be recalled into his/her job classification in the inverse order of layoff.

Section 14.3 In any layoff, more senior employees, if qualified, shall be entitled to bump less senior employees, the intent being that the least senior employees 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:

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

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

(c) The employee electing to bump has passed probation in the classification to which he/she 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 he/she is electing to bump (i.e., an Administrative Specialist II may bump an Administrative Specialist I).

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

Section 14.4 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:

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

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

class;

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

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

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

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

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

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 15.1 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 Agreement 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 15.2 Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order members 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 members to cease engaging in such work stoppage.

Section 15.3 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 16: MISCELLANEOUS

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

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

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

Section 16.4 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.

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

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

ARTICLE 17: MANAGEMENT RIGHTS

Section 17.1. 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 17.2. 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 Agreement 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.

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

staff.

Section 17.4. The Union acknowledges the exclusive right of the County to define and implement a new payroll system, including but not limited to a bi-weekly payroll system, and to implement any changes arising out of, or necessitated by, the implementation of such payroll system. The County agrees to bargain the effects of any such changes.

ARTICLE 18: HEALTH AND SAFETY

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

ARTICLE 19: SAVINGS CLAUSE

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

ARTICLE 20: FULL UNDERSTANDING, WAIVER CLAUSE

It is intended that this Agreement 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 Agreement. Therefore, the County and the Union, for the duration of the Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 21: TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from the date of ratification by the parties (including final approval by King County Council) unless a different effective date is specified, and covers the period January 1, 2006 - December 31, 2008. The wage increases shall be effective in accordance with the dates listed in Article 6.

APPROVED this _____ day of _____, 2006

By _____

King County Executive

_____

Suzanne Mode

Office and Professional Employees International Union, Local No. 8

Binder Code: 035

Union Code: OPEUA
B1
15472

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

Job Class Code	PeopleSoft Job Class Code	MSA Job Class Code	JOB CLASS	Salary Range*
2620100	262101	8268	Abstract Technician	42
4200100	421102	8385	Administrative Office Assistant	29
4201100	421202	8386	Administrative Specialist I	33
4201200	421303	8387	Administrative Specialist II	37
4201300	421402	8388	Administrative Specialist III	41
2810000	281103	8288	Administrative Staff Assistant	48
4300100	431205	8401	Customer Service Specialist I	32
4300200	431302	8402	Customer Service Specialist II	36
4300300	431405	8403	Customer Service Specialist III	40
4101200	411202	8379	Fiscal Specialist II	38
4400200	441208	8406	Technical Information Processing Specialist II	36
4400400	441402	8408	Technical Information Processing Specialist IV	45

*** All salary ranges are on the King County "Square" Salary Schedule**