

**Master Labor Agreement (MLA) - Appendix 20  
 Agreement Between King County  
 And  
 Office & Professional Employees International Union, Local 8  
 Department of Assessments  
 [035]**

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

8  
9                                   **PREAMBLE**

10            These Articles constitute an agreement, the terms of which have been negotiated in good faith  
11 between the King County Department of Assessments (“the Employer”) and the Office and  
12 Professional Employees International Union, Local 8 (hereinafter referred to as the Union).

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

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

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

27            **Section 1.2 UNION COVERAGE.** The Employer shall notify the Union within thirty (30)  
28 days of the establishment of any new position in the department. The Employer shall consult with

1 the Union as to the appropriateness of including any new position in the bargaining unit. Inclusion or  
2 exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the Public  
3 Employment Relations Commission. The Union and the Employer shall negotiate over the rate of  
4 pay for all new positions in the bargaining unit.

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

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

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

27 **Section 1.6 UNION INSIGNIA.** Employees who are members of the Union in good  
28 standing shall be permitted to wear, during work hours, any type of union insignia prescribed by their

1 international or local organization. The wearing of such insignia by a Union member shall not be  
2 cause for discipline. This provision shall not excuse an employee from following any departmental  
3 dress code.

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

10 **Section 1.8 BULLETIN BOARDS AND UNION COMMUNICATIONS.** Pursuant to the  
11 MLA Article 23.

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

16 **Section 1.10 UNION NOTIFICATION.** Pursuant to the MLA Article 20, except as  
17 modified below. The Employer shall notify the Union promptly of all employees leaving its  
18 employment.

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

23 **Section 1.12 SHOP STEWARD.** The County agrees to recognize employees appointed and  
24 identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a  
25 Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be  
26 scheduled by mutual agreement between the parties and held during regular working hours.  
27 Additionally, when contract administration business is conducted during working hours, the Steward  
28 is responsible for clearing time away from work with his/her manager or supervisor.

1           **Section 1.13 JOB POSTINGS.** Job postings shall be pursuant to MLA Article 18.

2           **Section 1.14 BARGAINING UNIT LIST.** The County will transmit to the Union upon  
3 request, but not more than quarterly, a list of all employees in the bargaining unit. The list, in  
4 addition to the information required for union notification of new employees in article 20 of the  
5 Master Labor Agreement, shall include employee identification numbers.

6           **Section 1.15 EMPLOYEE RIGHTS.** The County agrees that all employees should be  
7 treated with respect and, as such, should work in an environment free from illegal harassment.

8           **Section 1.16 LABOR-MANAGEMENT COMMITTEE.** The County and the Union agree  
9 to establish a Labor Management Committee. The purpose of the Committee is to discuss matters of  
10 concern to either party, and promote effective labor-management communications. Meetings shall be  
11 conducted quarterly, or according to a schedule mutually agreed by the Union and the County. Up to  
12 three members of the bargaining unit shall be entitled to participate in Committee meetings during  
13 regular work hours, except that no overtime obligation will result from Committee activities. As  
14 soon as practical after the execution of this Agreement, the parties agree to meet and establish the  
15 Committee schedule and ground rules.

16           **Section 1.17 NOTIFICATION OF TRANSITIONAL DUTY ASSIGNMENTS.** The  
17 Union shall be notified in advance of any anticipated transitional duty assignments in the Department  
18 of Assessments where bargaining unit work would be performed by an employee from the  
19 transitional duty program. Such notice shall be provided to the Union Representative and Shop  
20 Steward and include the name of the employee, the timeframe of the transitional assignments, and a  
21 description of the body of work being assigned.

22           **ARTICLE 2: DEFINITIONS**

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

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

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

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

### 10 **ARTICLE 3: NON-DISCRIMINATION**

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

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

### 20 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

25           **Section 4.2 PROMOTIONS.** A promoted permanent full-time employee, who has  
26 successfully completed his/her probationary period in his/her previous position, who is deemed  
27 unable to perform satisfactorily the duties of the new position during the first sixty (60) calendar  
28 days, or who voluntarily requests to demote, shall be returned to the previously held position

1 provided it is vacant. Vacancy shall mean an unfilled position which is not scheduled for upgrading  
2 and/or is filled with a temporary employee. The Union shall be provided with a list of positions  
3 scheduled for upgrading.

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

14 **Section 4.3(a) TUITION REIMBURSEMENT.** The Department supports  
15 employees' pursuit of opportunities beyond their current positions. To that end, the Department shall  
16 reimburse employees to a minimum of \$250 per employee per calendar year for tuition expenses for  
17 educational or training courses relating to County business. In order to be eligible for such  
18 reimbursement, the employee must receive advance approval from the employee's supervisor, the  
19 division director and the Administrative Services Director. Tuition expenses above and beyond \$250  
20 per employee per year shall be reimbursed pursuant to DOA policy and provided sufficient funds  
21 being available in the budget.

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

24 **Section 4.4 DISCIPLINE FOR JUST CAUSE.** Pursuant to MLA Article 27.

25 **Section 4.5 PROGRESSIVE DISCIPLINE.** Pursuant to MLA Article 27.

26 **Section 4.6 PERSONNEL FILES.** Upon request, the employees covered by this Agreement  
27 may examine their personnel files in the presence of a Division Director or his/her designee during  
28 normal business hours. Employees shall receive a copy of any documents that may result in

1 disciplinary action prior to placement in their personnel file. If an employee believes derogatory  
2 material has been placed in their file, he/she may provide a written explanation to be placed in their  
3 file. Upon request, once every calendar year employees may receive a copy of their personnel file,  
4 except an employee may request copies of any subsequent documents placed in their personnel file.

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

18 **Section 4.8 RIGHT TO UNION REPRESENTATION.** Employees shall have the right to  
19 the attendance of a Union representative at disciplinary and/or investigatory meetings. If the  
20 employee wants Union representation at such meeting, the employee shall notify the Employer. If  
21 the employer has not informed the employee prior to the meeting of the meeting's purpose and of the  
22 employee's right to have representation present, the employee may request to adjournment for a  
23 reasonable time period until a representative can be present.

## 24 **ARTICLE 5: HOURS OF WORK**

25 **Section 5.1 WORKWEEK-WORKDAY.** The regular hours of work shall not exceed eight  
26 and three-fourth (8.75) hours in any one day for employees working four (4) days per week, nor more  
27 than thirty-five (35) hours in any one week between the hours of 6:00 a.m. and 5:00 p.m. Core hours  
28 for four (4) day workweek employees are 9:00 a.m. to 3:00 p.m. The regular hours of work for



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

7 **Section 5.2 NOTICE OF SCHEDULE/SHIFT CHANGE.** The employer shall provide at  
8 least two (2) full pay periods advance written notice to the Union and the affected employee(s) prior  
9 to implementing any non-emergent and permanent schedule change or change in hours. Notice may  
10 be waived by written mutual consent between the Division Director or designee and the employee.

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

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

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

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

28 **Section 5.4(a)** Employees required to work four (4) or more hours beyond their

1 regular shift shall be provided a \$12 meal allowance.

2 **Section 5.5 CALL-OUT PAY.** Pursuant to MLA Article 33.

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

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

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

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

14 **Section 6.1 Pay Increases.** All wage rates in effect for the classifications listed in  
15 Addendum A shall receive increases in accordance with the King County and Union Coalition "2017-  
16 2018 Total Compensation" Memorandum of Agreement, Document code 000U0516 and MLA  
17 Article 29.

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

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

25 **Section 6.4** The job classifications of the employees covered by this Agreement and their  
26 current rates of pay are listed in Addendum A of this Agreement. Upon request, the Employer shall  
27 provide the Union and employee copies of classification specifications for any classification within  
28 the bargaining unit. The Employer shall notify the Union in writing of any proposed modifications

1 and revisions thereto. The Employer will review and update classification specifications periodically.  
2 The Employer will notify the Union in writing of any new classifications or positions to be covered  
3 by this Agreement. The Employer agrees to negotiate the effects of new or modified classification  
4 specifications for bargaining unit positions, if requested by the Union.

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

11 **Section 6.6 Reclassification and Resulting Pay.** Pursuant to MLA Article 14.

12 **Section 6.7** An employee who is assigned in writing as a lead worker will receive an increase  
13 of five percent (5%) above the regular rate of pay for all work hours when so assigned. For purposes  
14 of this Article, a lead worker is one who assigns, schedules, directs and checks work of others, who  
15 may be in the same classification. Assignment as a lead worker will not confer on any employee any  
16 privilege or right of grievance or appeal. Lead assignments may be made and revoked in writing at  
17 the sole discretion of management with two (2) full pay periods advance written notice to the Union  
18 and the affected employee(s). Notice may be waived by written mutual consent between the Division  
19 Director or designee and the employee. When management intends to make a lead worker  
20 assignment, eligible employees may be notified and allowed an opportunity to indicate their interest  
21 in the assignment.

## 22 **ARTICLE 7: HOLIDAYS**

23 **Section 7.1 HOLIDAYS OBSERVED.** Employees covered by this Labor Agreement shall  
24 be eligible for holidays with pay as provided in the MLA Article 10, except as modified below.

### 25 **Section 7.2 HOLIDAY PAY.**

26 **Section 7.2(a)** In lieu of receiving two (2) personal holidays, leave eligible four (4)  
27 day per week employees who are off on the observed holiday will not lose their regular daily  
28 compensation.

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

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

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

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

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

20 **ARTICLE 8: VACATION**

21           **Section 8.1(a)** Regular full-time and regular part-time employees shall receive vacation leave  
22 benefits as provided in the MLA Articles 9 and 35, except as modified below.

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

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

28           **Section 8.1(d)** For employees covered by the overtime requirements of the Fair Labor

1 Standards Act, vacation may be used in fifteen (15) minute increments at the discretion of the  
2 Department Director or designee.

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

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

#### 11 **ARTICLE 9: SICK LEAVE**

12 **Section 9.1(a)** Full-time regular employees and part-time regular employees shall accrue sick  
13 leave benefits pursuant to the MLA Article 34, except as modified below.

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

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

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

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

26 **Section 9.2** If an employee is injured or is taken ill while on paid vacation or compensatory  
27 time off, in order to receive sick leave for that time, she/he shall notify the Department immediately  
28 upon return to work. If the illness extends beyond the length of the originally scheduled vacation, the

1 employee shall notify the Division Manager or his/her designee, of the employee's illness or injury  
2 on the originally scheduled first day back. A doctor's statement or other proof of illness or disability,  
3 while on vacation or compensatory time off, must be presented to the Division Manager regardless of  
4 the number of days involved. Except as provided in this Section 9.3, sick leave shall not be used in  
5 lieu of vacation, but vacation may be used in lieu of sick leave.

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

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

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

18 **ARTICLE 10: LEAVES OF ABSENCE**

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

24 **Section 10.2 OTHER LEAVES.**

25 **10.2(a)** Medical Leave – pursuant to MLA Article 11.

26 **10.2(b)** Paid Parental Leave – pursuant to MLA Article 7.

27 **10.2(c)** Unpaid Leaves – pursuant to MLA Article 3.

28 **10.2(d)** Bereavement Leave – pursuant to MLA Article 8.

1                   **10.2(e) Military Leave** – pursuant to MLA Article 2.

2                   **Section 10.3 COURT LEAVE.** All regular employees ordered on a jury or to appear before  
3 a court of law in a matter related to their employment in the Department of Assessments shall be  
4 entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of  
5 mileage, with the King County Finance and Business Operations Division of the Department of  
6 Executive Services. Employees shall report back to their work supervisor when dismissed from jury  
7 service. The employees' supervisor will advise employees of the method of charging for the absence  
8 prior to the appearance date.

9                   **Section 10.4 INDUSTRIAL ACCIDENT LEAVE.** Employees shall continue to accrue  
10 service credit and seniority for the purpose of wage and benefit increases that occur during a leave of  
11 absence resulting from an injury as a result of employment with the Employer covered by Workers'  
12 Compensation Insurance.

13                   **ARTICLE 11: GRIEVANCE PROCEDURE**

14                   Pursuant to the MLA Article 26.

15                   **ARTICLE 12: BENEFITS**

16                   Pursuant to the MLA Article 25.

17                   **Section 12.1** All employees subject to this Agreement shall be covered by the State Industrial  
18 Accident Insurance.

19                   **Section 12.2** The Joint Labor Management Insurance Committee is comprised of  
20 representatives from the County and labor. The function of the committee shall be to review, study  
21 and make recommendations relative to existing medical, dental and life insurance programs. The  
22 Union and the County agree to incorporate changes to employee insurance benefits which the County  
23 may implement as a result of any agreement of the Joint Labor Management Insurance Committee.

24                   **ARTICLE 13: SENIORITY**

25                   **13.1** Seniority shall be defined as the total service with King County Department of  
26 Assessments. Seniority shall be the determining factor in the following situations:

27                   a. Transfers, as set forth in Section 4.7 Transfers.

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

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

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

6 **13.2** Seniority shall be accrued for each day of continuous employment from the most recent  
7 date of hire or rehire into the bargaining unit and shall include any prior service with the Department  
8 of Assessments within the previous two (2) years and while on recall status due to layoff for up to  
9 two (2) years. Breaks in seniority shall occur upon resignation, retirement, discharge, layoff of more  
10 than two (2) years, or failure to report to work within ten (10) days after notice by registered mail or  
11 recall from layoff.

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

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

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

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

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

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

28 (c) The employee electing to bump has passed probation in the classification to which



1 he/she is electing to bump or the employee electing to bump holds a position in a classification in the  
2 same classification series as the position into which he/she is electing to bump (i.e., an  
3 Administrative Specialist II may bump an Administrative Specialist I).

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

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

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

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

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

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

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

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

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

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

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

26 **Section 15.1** The County and the Union agree that the public interest requires efficient and  
27 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
28 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone

1 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
2 duties, sick leave absence which is not bona fide, or other interference with County functions by  
3 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
4 to end such interference. Any concerted action by any employees in the bargaining unit shall be  
5 deemed a work stoppage if any of the above activities have occurred.

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

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

13 **ARTICLE 16: MISCELLANEOUS**

14 **Section 16.1 REIMBURSEMENT FOR PERSONAL TRANSPORTATION.** Pursuant to  
15 the MLA  
16 Article 24, except as provided below. Parking, ferry fares and toll charges shall be reimbursed by the  
17 Employer.

18 **Section 16.2 WORKING OUT OF CLASS.**

19 **Section 16.2.1.** In situations where an employee is assigned work out of class in a higher  
20 classification for a specified length of time, not exceeding 30 days, normal promotional procedures  
21 shall not be required.

22 **Section 16.2.2** Employees performing work out of class in a higher classification for one (1)  
23 or more workweeks, not to exceed 30 days, when properly assigned in writing, shall receive the Step  
24 1 level salary for that classification or five percent (5%) above their present salary, whichever is  
25 greater but not more than the top step of the salary range of the higher classification, for all time so  
26 assigned.

27 **Section 16.3** Any improvements to transit/commuting subsidies given to the majority of non-  
28 represented County employees shall also be offered to members of the bargaining unit.

1           **Section 16.4 TRANSPORTATION BENEFITS.** Pursuant to MLA Article 38.

2           **ARTICLE 17: MANAGEMENT RIGHTS**

3           **Section 17.1.** The County will continue to have, whether exercised or not, all the rights,  
4 powers and authority heretofore existing including, but not limited to, the following: The right to  
5 determine the standards of services to be offered by the department; determine the standards of  
6 selection of employment; direct its employees; take disciplinary action; determine the methods, tools  
7 and standards of evaluating employee performance; relieve its employees from duty because of lack  
8 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the  
9 efficiency of governmental operations; determine the methods, means and personnel by which the  
10 County operations are to be conducted; determine job classifications of County employees; exercise  
11 complete control and discretion over its work and fulfill all of its legal responsibilities, and to  
12 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that  
13 are inherent in the County by virtue of all federal, state and local laws and regulations provisions  
14 shall not be subject to any grievance or arbitration proceeding.

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

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

25           **Section 17.3. Contracting out.** Pursuant to MLA Article 16.

26           **ARTICLE 18: HEALTH AND SAFETY**

27           **18.1** The County and the Department of Assessments agree to comply with all applicable  
28 federal, state and local laws and regulations regarding health and safety, including the Americans

1 with Disabilities Act.

2       **18.2** The employer is committed to providing a safe and healthy work environment. To that  
3 end, the Employer will, on an annual basis, conduct a complete inspection of the workplace to  
4 identify health and safety hazards in the workplace. The employer will address identified health and  
5 safety issues in a timely manner.

6 **ARTICLE 19: SAVINGS CLAUSE**

7       Pursuant to MLA Article 30.

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

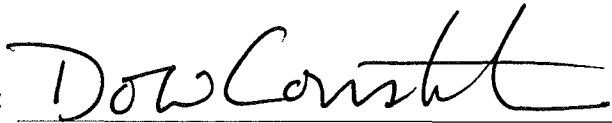
9       It is intended that this Agreement sets forth the full and entire understanding of the parties  
10 regarding the matters set forth herein, and any other prior or existing understanding or agreements by  
11 the parties, whether formal or informal, regarding any such matters are hereby superseded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

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

1 **ARTICLE 21: DURATION**

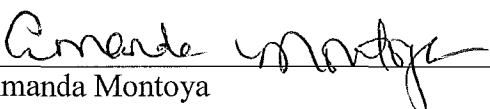
2 Pursuant to MLA Article 31.

3  
4 APPROVED this 14 day of MARCH, 2018.

5  
6  
7  
8 By: 

9 King County Executive

10  
11  
12  
13 For Office & Professional Employees  
14 International Union, Local 8:

15  
16   
17 Amanda Montoya  
18 Union Representative

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

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Job Classification</b>	<b>Salary Range*</b>
2620100	262101	Abstract Technician	42
2620200	262601	Abstract Technician - Senior	47
4200100	421102	Administrative Office Assistant	29
4201100	421202	Administrative Specialist I	33
4201200	421303	Administrative Specialist II	37
4201300	421402	Administrative Specialist III	41
4201400	421515	Administrative Specialist IV	46
2810000	281103	Administrative Staff Assistant	48
4300100	431205	Customer Service Specialist I	32
4300200	431302	Customer Service Specialist II	36
4300300	431405	Customer Service Specialist III	40
4101200	411202	Fiscal Specialist II	38
4400200	441208	Technical Information Processing Specialist II	36
4400400	441402	Technical Information Processing Specialist IV	45

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

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8  
DEPARTMENT OF ASSESSMENTS**

**Subject: Performance Evaluation Scores for Purpose of Longevity Premium**

This Memorandum of Agreement (“Agreement”) is entered into by King County (“the County”) and the Office & Professional Employees International Union, Local 8, (“the Union”) for the purpose of clarifying implementation of the performance evaluation requirement for Longevity Premium under the coalition agreement regarding administrative personnel.

**Background:** King County has entered into a Memorandum of Agreement (MOA) with a coalition of labor unions representing administrative personnel throughout the County. In order to receive the longevity premium under that MOA, a covered employee is required to receive a performance evaluation rating of at least 3.25, using the standard King County evaluation form, with ratings of 1 – 5. Currently, the Department of Assessments (DOA) uses a non-numerical method for evaluating its administrative personnel under this bargaining agreement whereby employees are rated “O” for Outstanding, “S” for Satisfactory, and “I” for Improvement Needed/Necessary.

**Agreement:** The parties enter into this Agreement for the purpose of clarifying implementation of the performance score requirement for longevity premium.

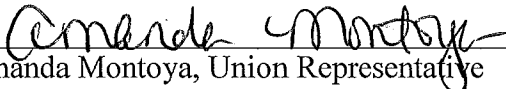
To that end, the parties agree as follows:

a. For purposes of determining eligibility for longevity premium, DOA performance ratings will be assigned numerical values as follows: O = 5, S = 3, and I = 1.

b. Using the numerical values assigned in paragraph (a), employees will be required to achieve an overall score of at least 3.25, and meet all other eligibility requirements under the coalition MOA, in order to be eligible to receive the longevity premium.

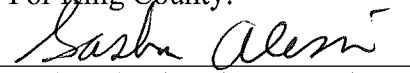
This agreement shall be in effect for any evaluation utilized to determine eligibility for longevity premium.

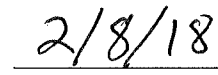
For Office & Professional Employees International Union,  
Local 8 (Department of Assessments):

  
Amanda Montoya, Union Representative

  
Date

For King County:

  
Sasha Alessi, Labor Negotiator  
Office of Labor Relations  
King County Executive Office

  
Date