

Tentative Agreement 1-12-2022

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

TABLE OF CONTENTS

ARTICLE 1: UNION/MANAGEMENT RELATIONS 12

ARTICLE 2: DEFINITIONS 4

ARTICLE 3: NON-DISCRIMINATION 54

ARTICLE 4: EMPLOYMENT PRACTICES 5

ARTICLE 5: HOURS OF WORK 7

ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY 910

ARTICLE 7: HOLIDAYS 4011

ARTICLE 8: VACATION 412

ARTICLE 9: SICK LEAVE 4213

ARTICLE 10: LEAVES OF ABSENCE 4314

~~ARTICLE 11: GRIEVANCE PROCEDURE 14~~

~~ARTICLE 12: BENEFITS 14~~

ARTICLE~~13~~~~11~~: SENIORITY 14

ARTICLE~~4~~~~12~~: REDUCTION-IN-FORCE/LAYOFF/REHIRE 15

ARTICLE~~4~~~~5~~~~13~~: WORK STOPPAGES AND EMPLOYER PROTECTION 16

ARTICLE~~4~~~~6~~~~14~~: MISCELLANEOUS 17

ARTICLE~~4~~~~7~~~~15~~: MANAGEMENT RIGHTS 4817

ARTICLE~~4~~~~8~~~~16~~: HEALTH AND SAFETY 18

~~ARTICLE 19: SAVING CLAUSE 19~~

ARTICLE~~20~~~~17~~: FULL UNDERSTANDING, WAIVER CLAUSE 4918

~~ARTICLE 21: DURATION 20~~

ADDENDUM A: WAGE ADDENDUM

~~MEMORANDUM OF AGREEMENT~~ADDENDUM B: PERFORMANCE EVALUATION
SCORES FOR PURPOSE OF LONGEVITY PREMIUM

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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)**

14 **PREAMBLE AND APPLICATION OF COALITION LABOR AGREEMENT**

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

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

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

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

6 For ease of reference, the following provisions, which were previously listed in this Appendix, are
 7 covered in their entirety by the CLA:

- 8 • Bulletin Boards: Pursuant to CLA, Article 23.
- 9 • Job Postings: Pursuant to CLA, Article 18.
- 10 • Discipline for Just Cause: Pursuant to CLA, Article 27.
- 11 • Medical Leave: Pursuant to CLA, Article 11.
- 12 • Paid Parental Leave: Pursuant to CLA, Article 7.
- 13 • Unpaid Leaves: Pursuant to CLA, Article 3.
- 14 • Bereavement Leave: Pursuant to CLA, Article 8.
- 15 • Military Leave: Pursuant to CLA, Article 2.
- 16 • Grievance Procedure: Pursuant to CLA, Article 26.
- 17 • Benefits: Pursuant to CLA, Article 25.
- 18 • Working Out of Class: Pursuant to CLA, Article 33.
- 19 • Transportation: Pursuant to CLA, Article 34.
- 20 • Contracting Out: Pursuant to CLA, Article 16.
- 21 • Savings Clause: Pursuant to CLA, Article 30.
- 22 • Duration: Pursuant to CLA, Article 41.
- 23 • Reclassification and Resulting Pay: Pursuant to CLA, Article 14.

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

25 **Section 1.1 UNION RECOGNITION.** The EmployerCounty recognizes the Union as the
 26 sole exclusive bargaining representative for all full-time and regular part-time office and
 27 administrative support employees of the King County Department of Assessments, excluding
 28 supervisors, management employees, temporary employees, confidential employees, and employees

1 covered by other collective bargaining ~~agreement~~Appendix. The positions represented by the Union
2 are referenced in the attached Addendum "A."

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

9 **Section 1.3 UNION MEMBERSHIP**~~—~~. Pursuant to CLA Article 37 and the following: The
10 County recognizes that bargaining unit employees may, at their discretion, become members of the
11 Union~~It shall be a condition of employment that all employees covered by this Agreement who are~~
12 ~~members of the Union in good standing on the effective date of this Agreement, shall remain~~
13 ~~members in good standing and those who are not members in good standing on the effective date of~~
14 ~~this Agreement shall, by the thirtieth (30th) day following the effective date of this Agreement,~~
15 ~~become and remain members in good standing in the Union. It shall also become a condition of~~
16 ~~employment that all employees covered by this Agreement and hired on or assigned into the~~
17 ~~bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning~~
18 ~~of such employment, become and remain members in good standing. Nothing in this Agreement~~
19 ~~shall prevent an employee from paying an agency fee as provided by law.~~MLA

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

27 ~~—~~ **Section 1.5** Failure by an employee to comply with the provisions of Section 1.4 above shall
28 constitute cause for discharge of the employee. In the event an employee fails to apply for or

1 maintain his/her membership in the Union as required, the Union may give the Employer notice in
2 writing of this fact. Within twenty (20) days after receipt of such notice, if the employee has not
3 obtained membership in the Union, the Employer will initiate proceedings for discharge. MLA

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

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

15 ~~Section 1.8 BULLETIN BOARDS AND UNION COMMUNICATIONS.~~ Pursuant to the
16 MLA Article 23.

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

21 ~~Section 1.10-5 UNION NOTIFICATION.~~ Pursuant to the MLA CLA Article 20, except
22 and as modified below. The Employer County shall notify the Union promptly of all employees
23 leaving its employment.

24 **Section 1.11-6 VISITATION.** An authorized Union Representative may visit the work
25 location of employees covered by this Agreement Appendix for the purpose of investigating
26 grievances and observing working conditions. The visits shall not interfere with or disturb employees
27 in the performance of their work. The Union shall notify the Employer County of such visits in
28 advance.

1 **Section 1.12-7 SHOP STEWARD.** The County agrees to recognize employees appointed
2 and identified by the Union to be Shop Stewards. Upon notification to the designated supervisor, a
3 Steward may initiate grievances and, at the request of the grievant, attend grievance meetings to be
4 scheduled by mutual agreement between the parties and held during regular working hours.
5 Additionally, when contract administration business is conducted during working hours, the Steward
6 is responsible for clearing time away from work with his/her/their manager or supervisor.

7 **Section 1.14-8 BARGAINING UNIT LIST.** The County will transmit to the Union upon
8 request, but not more than quarterly, a list of all employees in the bargaining unit. The list, in
9 addition to the information required for union notification of new employees in aArticle 20 of the
10 Master Labor Agreement CLA, shall include employee identification numbers.

11 **Section 1.15-9 EMPLOYEE RIGHTS.** The County agrees that all employees should be
12 treated with respect and, as such, should work in an environment free from illegal harassment.

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

21 **Section 1.17-1 NOTIFICATION OF TRANSITIONAL DUTY ASSIGNMENTS.** The
22 Union shall be notified in advance of any anticipated transitional duty assignments in the Department
23 of Assessments where bargaining unit work would be performed by an employee from the
24 transitional duty program. Such notice shall be provided to the Union Representative and Shop
25 Steward and include the name of the employee, the timeframe of the transitional assignments, and a
26 description of the body of work being assigned.

27 **ARTICLE 2: DEFINITIONS**

28 **Section 2.1 PROBATIONARY EMPLOYEE.** Newly hired employees shall serve a

1 minimum six (6) month probationary period, or a maximum of twelve (12) months if the probation
2 period is extended in accordance with the King County Personnel Guidelines. Employees advance
3 one step in their 10-step pay range upon successful completion of the probation period.

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

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

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

15 **ARTICLE 3: NON-DISCRIMINATION**

16 ~~The Employer and the Union agree that they will not discriminate against any bargaining unit~~
17 ~~member with respect to compensation, terms, conditions or privileges of employment by reason of~~
18 ~~race, color, age, sex, gender identity, marital status, sexual orientation, political ideology, creed,~~
19 ~~religion, ancestry, national origin, disability, Union activity or military service.~~Pursuant to Article 39
20 of the CLA and the following: Both parties agree personnel actions may be taken to accommodate
21 disabilities as may be required under the American with Disabilities Act (ADA).

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

25 **ARTICLE 4: EMPLOYMENT PRACTICES**

26 **Section 4.1 POSITION OPENINGS.** Pursuant to the CLA Article 18, and as follows:
27 Employees who make written application for a vacant position will receive notification of acceptance
28 or rejection. Posting of employment opportunities (Regular – career service; Term-Limited

1 Temporary (TLT) and Special Duty) will be in accordance with department policies and the CLA
2 Article 18The Employer agrees to notify the Union of all job openings in the bargaining unit within
3 three (3) working days from the date of the job posting. Notifications of job openings shall include
4 minimum qualifications.

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

10 **Section 4.32 PROMOTIONS.** A promoted permanent full-time employee, who has
11 successfully completed his/herthe probationary period in his/hertheir previous position, who is
12 deemed unable to perform satisfactorily the duties of the new position and does not successfully
13 complete probation in the higher classificationduring the first sixty (60) calendar days, or who
14 voluntarily requests to demote, shall be returned to the previously held position, provided it is vacant,
15 or to an equivalent position at the same salary range if the employee is qualified. If no such vacancy
16 is available, the employee may be laid off and shall have recall rights as defined in Article 14.6 of
17 this Appendixbelow. Vacancy shall mean an unfilled position which is not scheduled for upgrading
18 and/or is filled with a temporary employee. The Union shall be provided with a list of positions
19 scheduled for upgrading.

20 **Section 4.34 TECHNOLOGY/SYSTEMS CHANGE.** The County and the Department of
21 Assessments (hereinafter, the "Department") recognize the mutual benefit to be attained by affording
22 training opportunities to employees and shall notify employees of departmental training opportunities
23 relevant to an employee's position. The County and the Department of Assessments shall have as a
24 goal to provide training, technology and all other resources necessary to enable employees to achieve
25 excellence. Further, the County and the Department of Assessments shall have as a goal that all
26 employees have equal access to training opportunities relevant to their positions. In the event an
27 employee's request for training is denied by the employee's supervisor, the employee may ask the
28

1 next highest level of supervision for a review of such denial. Employees should submit any relevant
2 fact to support their request for training at the time of the initial request.

3 **Section 4.34(a) TUITION REIMBURSEMENT.** The Department supports
4 employees' pursuit of opportunities beyond their current positions. To that end, the Department shall
5 reimburse employees ~~to~~for a minimum of \$250 per employee per calendar year for tuition expenses
6 for educational or training courses relating to County business. In order to be eligible for such
7 reimbursement, the employee must receive advance approval from the employee's supervisor, the
8 ~~d~~Division ~~d~~Director and the Administrative Services Director. Tuition expenses above and beyond
9 \$250 per employee per year shall be reimbursed pursuant to ~~DOA-Department~~ policy and provided
10 sufficient funds being available in the budget.

11 **Section 4.34(b)** Reimbursements due the employee for education or training shall be
12 provided within thirty (30) days of the employee submitting proof of completion of course.

13 ~~Section 4.4 DISCIPLINE FOR JUST CAUSE. Pursuant to MLA Article 27.~~

14 ~~Section 4.5 PROGRESSIVE DISCIPLINE. Pursuant to MLA Article 27.~~

15 **Section 4.65 PERSONNEL FILES.** Upon request, the employees covered by this
16 ~~AgreementAppendix~~ may examine their personnel files in the presence of a Division Director or
17 ~~his/her~~ designee during normal business hours. Employees shall receive a copy of any documents
18 that may result in disciplinary action prior to placement in their personnel file. If an employee
19 believes derogatory material has been placed in their file, ~~he/she~~the employee may provide a written
20 explanation to be placed in their file. Upon request, once every calendar year employees may receive
21 a copy of their personnel file, except an employee may request copies of any subsequent documents
22 placed in their personnel file.

23 **Section 4.76 TRANSFERS.** Lateral transfers within the same job classification within the
24 Department of Assessments shall be made on the basis of qualifications and individual abilities. If
25 the Department determines that two or more employees possess equal qualifications and individual
26 abilities, the more senior employee shall be the employee transferred. The Department's decision as
27 to which employee is most qualified shall be final and not subject to the grievance provisions of this
28 ~~AgreementAppendix~~. Additionally, the Department's decision that two or more employees possess

1 equal qualifications and individual abilities shall be final and not subject to the grievance provisions
2 of this AgreementAppendix. If an employee making such a transfer has already served a
3 probationary period for the job classification involved, the employee shall not serve an additional
4 probationary period. A transferred employee who voluntarily requests to return to his/her/their
5 previously held position within ninety (90) calendar days of the initial transfer may do so if that
6 position is vacant. Vacancy shall mean an unfilled position which is not scheduled for upgrading
7 and/or is filled with a temporary employee.

8 **Section 4.87 RIGHT TO UNION REPRESENTATION.** Employees shall have the right
9 to the attendance of a Union representative at disciplinary and/or investigatory meetings. If the
10 employee wants Union representation at such meeting, the employee shall notify the Employer. If
11 the employer has not informed the employee prior to the meeting of the meeting's purpose and of the
12 employee's right to have representation present, the employee may request to adjournment for a
13 reasonable time period until a representative can be present.

14 **ARTICLE 5: HOURS OF WORK**

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

25 **Section 5.2 NOTICE OF SCHEDULE/SHIFT CHANGE.** It is understood that the County
26 may change the hours of any job where the schedule no longer meets the requirements of the work.
27 The employerCounty shall provide at least two (2) full pay periods advance written notice to the
28 Union and the affected employee(s) prior to implementing any non-emergent and permanent schedule

1 change or change in hours. Notice may be waived by written mutual consent between the Division
2 Director or designee and the employee.

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

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

13 **Section 5.4 CONTRACTUAL OVERTIME.** Except as otherwise provided in this Article,
14 contractual daily overtime employees shall be paid to employees who work more than one hour
15 beyond their regularly scheduled workday, inclusive of alternative work schedules, at the contractual
16 overtime rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of
17 pay for all hours worked in excess of one hour beyond their regularly scheduled workday in effect at
18 the time the work is performed, exclusive of lunch period.

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

22 The contractual overtime rate for each overtime hour worked shall be one and one-half times
23 the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A
24 wage table, plus any applicable pay premiums in effect at the time the OT is worked that are
25 contractually required to be included when calculating the Contractual Overtime Rate. If the Fair
26 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
27 employee shall be paid the higher rate of pay pursuant to the FLSA.

28

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

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

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

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

20 **Section 5.65 MAKEUP TIME.** If an employee is unable to arrive at work at the usual
21 starting time or needs to leave early due to circumstances beyond the employee's control, the
22 employee may, at the employee's option and with the employee's supervisor's prior approval and
23 without disciplinary consequences:

24 **Section 5.65(a)** Makeup any lost time of less than thirty (30) minutes during the same
25 day or workweek, or request to use vacation time.

26 **Section 5.65(b)** Makeup any lost time more than thirty (30) minutes during the
27 current pay period or deduct the time lost from the employee's accrued vacation. At no time may an
28

1 employee make up time when working such makeup time will result in the employee working more
2 than 40 hours in one week.

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

10 Section 5.5(d) Section 5.6(c) does not apply to any situation where the Assessor or
11 designee officially closes operations in the Department of Assessments because of adverse weather
12 conditions, or orders employees to leave the work site. In that event, employees shall be paid for the
13 normally scheduled work day.

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

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

19 **Section 6.2** Employees on Step 2 through Step 9 of their pay range will receive a one (1) step
20 increase on January 1st of each year, ~~provided they receive at least a satisfactory rating on their~~
21 ~~performance evaluation for the previous year.~~

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

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

28

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

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

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

19 ~~Section 6.6 Reclassification and Resulting Pay. Pursuant to MLA Article 14.~~

20 **Section 6.7-6** An employee who is assigned in writing as a lead worker will receive an
21 increase of five percent (5%) above the regular hourly base rate of pay for all work hours when so
22 assigned. For purposes of this Article, a lead worker is one who assigns, schedules, directs and
23 checks work of others, who may be in the same classification. Assignment as a lead worker will not
24 confer on any employee any privilege or right of grievance or appeal. Lead assignments may be
25 made and revoked in writing at the sole discretion of management with two (2) full pay periods
26 advance written notice to the Union and the affected employee(s). Notice may be waived by written
27 mutual consent between the Division Director or designee and the employee. When management
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1 intends to make a lead worker assignment, eligible employees may be notified and allowed an
2 opportunity to indicate their interest in the assignment.

3 **ARTICLE 7: HOLIDAYS**

4 **Section 7.1 HOLIDAYS OBSERVED.** Employees covered by this ~~Labor~~
5 ~~Agreement~~Appendix shall be eligible for holidays with pay as provided in the MLACLA Article 10,
6 ~~except as modified below and Section 7.2 below:~~

7 **Section 7.2 HOLIDAY PAY.**

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

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

13 **Section 7.2(c) WORK ON A HOLIDAY.** Work performed on holidays shall be
14 paid at the contractual overtime rate of one and one-half (1-1/2) times the ~~regular-base hourly rate of~~
15 pay in addition to the regular holiday pay ~~(i.e., double time and one-half (2-1/2))~~.

16 **Section 7.2(d)** ~~Holidays falling on Saturday shall be observed the preceding Friday~~
17 ~~unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday~~
18 ~~unless otherwise designated.~~ Holidays that fall on Friday or Saturday shall be observed the preceding
19 Thursday by Monday - Thursday four-day employees. Holidays that fall on Sunday or Monday shall
20 be observed the following Tuesday by Tuesday - Friday four-day employees. For those employees
21 whose work schedule does not include Friday shall receive Wednesday off in Thanksgiving week in
22 lieu of the day after Thanksgiving.

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

27
28

1 **Section 7.2(f)** Any improvements in holiday benefits granted to other non-represented
2 County employees and/or to other employees in the Department of Assessments shall be provided to
3 all bargaining unit employees.
4

5 **ARTICLE 8: VACATION**

6 _____ **Section 8.1(a)** Regular full-time and regular part-time employees shall receive
7 vacation leave benefits as provided in the MLACLA Articles 9 and 325, ~~except as modified~~
8 ~~below and the following:~~

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

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

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

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

23 **Section 8.3** Any improvements in vacation benefits granted to other non-represented County
24 employees and/or other employees in the Department of Assessments shall be provided to all
25 bargaining unit employees.
26

27 **ARTICLE 9: SICK LEAVE**

28

1 **Section 9.1(a)** Full-time regular employees and part-time regular employees shall
2 accrue sick leave benefits pursuant to the MLACLA Article 341, ~~except as modified below and the~~
3 following:

4 **Section 9.1(b)** Temporary employees shall ~~not~~ receive sick leave benefits in
5 accordance with Washington State Law.

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

9 **Section 9.1(d)** Department management is responsible for the proper administration
10 of the sick leave benefit. Verification of illness from a licensed physician or other qualified care
11 provider may be required for any requested sick leave absence in accordance with Washington State
12 Law. Verification by a licensed physician or other qualified care provider may be required for all
13 sick leave absences of ~~three or more~~ than three consecutive work days.

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

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

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

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

~~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, leave covered by the Family and Medical Leave Act or the County's Family-Medical Leave Ordinance. The ~~Employer~~County 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 OTHER LEAVES:**~~

- ~~10.2(a) Medical Leave pursuant to MLA Article 11.~~
- ~~10.2(b) Paid Parental Leave pursuant to MLA Article 7.~~
- ~~10.2(c) Unpaid Leaves pursuant to MLA Article 3.~~
- ~~10.2(d) Bereavement Leave pursuant to MLA Article 8.~~
- ~~10.2(e) Military Leave pursuant to MLA Article 2.~~

Section 10.3-2 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 Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury

1 service. The employees' supervisor will advise employees of the method of charging for the absence
2 prior to the appearance date.

3 **Section 10.4-3 INDUSTRIAL ACCIDENT LEAVE.** Employees shall continue to accrue
4 service credit and seniority for the purpose of wage and benefit increases that occur during a leave of
5 absence resulting from an injury as a result of employment with the Employer County covered by
6 Workers' Compensation Insurance. ~~TA~~All employees subject to this Agreement shall be covered by
7 the State Industrial Accident Insurance.

8 **ARTICLE 11: GRIEVANCE PROCEDURE**

9 ~~— Pursuant to the MLA Article 26.~~

10 **ARTICLE 12: BENEFITS**

11 ~~— Pursuant to the MLA Article 25.~~

12 ~~— Section 12.1 All employees subject to this Agreement shall be covered by the State Industrial~~
13 ~~Accident Insurance.~~

14 ~~— Section 12.2 The Joint Labor Management Insurance Committee is comprised of~~
15 ~~representatives from the County and labor. The function of the committee shall be to review, study~~
16 ~~and make recommendations relative to existing medical, dental and life insurance programs. The~~
17 ~~Union and the County agree to incorporate changes to employee insurance benefits which the County~~
18 ~~may implement as a result of any agreement of the Joint Labor Management Insurance Committee.~~

19 **ARTICLE 13: SENIORITY**

20 **Section 13.1.1** Seniority shall be defined as the total service with King County Department
21 of Assessments. Seniority shall be the determining factor in the following situations:

22 **Section 11.1(a)**: Transfers, as set forth in Section 4.7 Transfers.

23 **Section 11.1(b)**: Layoff and rehires, as set forth in Article 14 of this Appendix -
24 Reduction-in-Force/Layoff/Rehire.

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

28

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

3 Section 1311.2 Seniority shall be accrued for each day of continuous employment from the
4 most recent date of hire or rehire into the bargaining unit and shall include any prior service with the
5 Department of Assessments within the previous two (2) years and while on recall status due to layoff
6 for up to two (2) years. Breaks in seniority shall occur upon resignation, retirement, discharge, layoff
7 of more than two (2) years, or failure to report to work within ten (10) days after notice by registered
8 mail or recall from layoff.

9 **ARTICLE 1412: REDUCTION-IN-FORCE/LAYOFF/REHIRE**

10 Section 1412.1 Employees laid off as a result of a reduction of work and/or a shortage of
11 funds shall be laid off ~~according to~~ by order of inverse seniority within the Department of
12 Assessments. The least senior employee(s) in the affected job classification shall be the first laid off;
13 however, in the event of two (2) employees having the same seniority in the affected job
14 classification, ability and skill shall be the determining factor on retention.

15 Section 1412.2 Employees laid off shall be recalled into ~~his/her~~ their job classification in the
16 inverse order of layoff.

17 Section 1412.3 In any layoff, more senior employees, if qualified, shall be entitled to bump
18 less senior employees, the intent being that the least senior employees will be laid off first.
19 Employees in the bargaining unit who are laid off may bump into other positions in the bargaining
20 unit if they meet all of the following criteria:

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

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

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

1 Administrative Specialist I).

2 **Section ~~14~~12.4** Employees shall maintain layoff recall rights for twenty-four (24) months
3 from the date of layoff and may be removed from the department recall list for any one of the
4 following reasons:

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

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

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

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

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

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

15 **Section ~~14~~12.5** The County agrees to notify the Union at least two (2) weeks in advance, in
16 writing, of any anticipated reduction in force. The Department shall make its best effort to provide
17 more than two (2) weeks notice whenever possible. Such notice shall include the name, classification
18 and hire-in date of all such employees scheduled to be laid off.

19 **Section ~~14~~12.6 Layoff/Recall Services.**

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

24 **ARTICLE ~~15~~13: WORK STOPPAGES AND EMPLOYER PROTECTION**

25 **Section ~~15~~13.1** The County and the Union agree that the public interest requires efficient and
26 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
27 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
28 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned

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

5 **Section ~~15~~13.2** Upon notification in writing by the County to the Union that any of its
6 ~~members represented employees~~ are engaged in a work stoppage, the Union shall immediately, in
7 writing, order ~~members such employees~~ to immediately cease engaging in such work stoppage and
8 provide the County with a copy of such order. In addition, if requested by the County, a responsible
9 official of the Union shall publicly order such Union ~~members represented employees~~ to cease
10 engaging in such work stoppage.

11 **Section ~~15~~13.3** Any employee who commits any act prohibited in this Article shall be subject
12 to discharge, suspension or other disciplinary action as may be applicable to such employee.

13 **ARTICLE ~~16~~14: MISCELLANEOUS**

14 **Section ~~16~~14.1 REIMBURSEMENT FOR PERSONAL TRANSPORTATION.** Pursuant
15 to the MLACLA Article 24, ~~except and~~ as provided below. Parking, ferry fares and toll charges shall
16 be reimbursed by the ~~Employer~~County ~~for authorized use of an employee's personal transportation~~
17 ~~for County business.~~

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~~14.3-2** Any improvements to transit/commuting subsidies given to the majority of
28 non-represented County employees shall also be offered to members of the bargaining unit.

~~Section 16.4 TRANSPORTATION BENEFITS. Pursuant to MLA Article 38.~~

ARTICLE 1715: MANAGEMENT RIGHTS

Section 1715.1. 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 1715.2. 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 Appendix and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington.

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

~~Section 17.3. Contracting out. Pursuant to MLA Article 16.~~

ARTICLE 1816: HEALTH AND SAFETY

Section 1816.1 The County and the Department of Assessments agree to comply with all applicable federal, state and local laws and regulations regarding health and safety, including the

1 Americans with Disabilities Act.

2 Section 1816.2 The employerCounty is committed to providing a safe and healthy work
3 environment. To that end, the EmployerCounty will, on an annual basis, conduct a complete
4 inspection of the workplace to identify health and safety hazards in the workplace. The
5 employerCounty will address identified health and safety issues in a timely manner.

6 ARTICLE 19: SAVINGS CLAUSE

7 ~~— Pursuant to MLA Article 30.~~

8 ARTICLE 2017: FULL UNDERSTANDING, WAIVER CLAUSE

9 Pursuant to CLA Article 46 and the following: It is intended that this AgreementAppendix
10 sets forth the full and entire understanding of the parties regarding the matters set forth herein, and
11 any other prior or existing understanding or agreements by the parties, whether formal or informal,
12 regarding any such matters are hereby superseded or 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 AgreementAppendix. Therefore, the County and the Union, for the duration of the
17 AgreementAppendix, each agree to waive the right to oblige the other party to bargain with respect to
18 any subject or matter not specifically referred to or covered in this AgreementAppendix.

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ARTICLE 21: DURATION

~~Pursuant to MLA Article 431:~~

~~APPROVED~~ this _____ day of _____, 2018.

By: _____
King County Executive

County:

Lacey O'Connell, Labor Relations Negotiator
Office of Labor Relations, Executive Office

For Office & Professional Employees
International Union, Local 8:

Amanda Montoya Ilda Kovacic
Union Representative

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

cba Code: 035

Union Code: B1

Job Class Code	PeopleSoft Job Code	Job Classification	Salary Range*
2620100	262101	Abstract Technician	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**

1 ADDENDUM B
2 MEMORANDUM OF AGREEMENT
3 BY AND BETWEEN
4 KING COUNTY
5 AND
6 OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
7 DEPARTMENT OF ASSESSMENTS

8 Subject: Performance Evaluation Scores for Purpose of Longevity Premium

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

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

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

22 To that end, the parties agree as follows:

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

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

28 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):

Ida Kovacic, Union Representative

Date

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For King County:

<u>Lacey O'Connell, Labor Negotiator</u>	<u>Date</u>
<u>Office of Labor Relations</u>	
<u>King County Executive Office</u>	

s:Tentative Agreement to Vote/KC DOA Appendix TA 2022
liuna#242/afl-cio