

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

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1  
2                   **PREAMBLE AND APPLICATION OF COALITION LABOR AGREEMENT**

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

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

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

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

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

- 23           • Bulletin Boards: Pursuant to CLA, Article 23.
- 24           • Job Postings: Pursuant to CLA, Article 18.
- 25           • Discipline for Just Cause: Pursuant to CLA, Article 27.
- 26           • Medical Leave: Pursuant to CLA, Article 11.
- 27           • Paid Parental Leave: Pursuant to CLA, Article 7.
- 28           • Unpaid Leaves: Pursuant to CLA, Article 3.

- 1 • Bereavement Leave: Pursuant to CLA, Article 8.
- 2 • Military Leave: Pursuant to CLA, Article 2.
- 3 • Grievance Procedure: Pursuant to CLA, Article 26:
- 4 • Benefits: Pursuant to CLA, Article 25.
- 5 • Working Out of Class: Pursuant to CLA, Article 33.
- 6 • Transportation: Pursuant to CLA, Article 34.
- 7 • Contracting Out: Pursuant to CLA, Article 16.
- 8 • Savings Clause: Pursuant to CLA, Article 30.
- 9 • Duration: Pursuant to CLA, Article 41.
- 10 • Reclassification and Resulting Pay: Pursuant to CLA, Article 14.

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

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

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

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

27 **Section 1.4 UNION INSIGNIA.** Employees who are represented by the Union shall be  
28 permitted to wear, during work hours, any type of union insignia prescribed by their international or

1 local organization. The wearing of such insignia shall not be cause for discipline. This provision  
2 shall not excuse an employee from following any departmental dress code.

3 **Section 1.5 UNION NOTIFICATION.** Pursuant to the CLA Article 20, and as modified  
4 below. The County shall notify the Union promptly of all employees leaving its employment.

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

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

15 **Section 1.8 BARGAINING UNIT LIST.** The County will transmit to the Union upon  
16 request, but not more than quarterly, a list of all employees in the bargaining unit. The list, in  
17 addition to the information required for union notification of new employees in Article 20 of the  
18 CLA, shall include employee identification numbers.

19 **Section 1.9 EMPLOYEE RIGHTS.** The County agrees that all employees should be  
20 treated with respect and, as such, should work in an environment free from illegal harassment.

21 **Section 1.10 LABOR-MANAGEMENT COMMITTEE.** The County and the Union agree  
22 to establish a Labor Management Committee. The purpose of the Committee is to discuss matters of  
23 concern to either party, and promote effective labor-management communications. Meetings shall be  
24 conducted quarterly, or according to a schedule mutually agreed by the Union and the County. Up to  
25 three members of the bargaining unit shall be entitled to participate in Committee meetings during  
26 regular work hours, except that no overtime obligation will result from Committee activities. As  
27 soon as practical after the execution of this Appendix, the parties agree to meet and establish the  
28 Committee schedule and ground rules.

1           **Section 1.11 NOTIFICATION OF TRANSITIONAL DUTY ASSIGNMENTS.** The  
2 Union shall be notified in advance of any anticipated transitional duty assignments in the Department  
3 of Assessments where bargaining unit work would be performed by an employee from the  
4 transitional duty program. Such notice shall be provided to the Union Representative and Shop  
5 Steward and include the name of the employee, the timeframe of the transitional assignments, and a  
6 description of the body of work being assigned.

7 **ARTICLE 2: DEFINITIONS**

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

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

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

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

23 **ARTICLE 3: NON-DISCRIMINATION**

24           Pursuant to Article 39 of the CLA and the following: Both parties agree personnel actions  
25 may be taken to accommodate disabilities as may be required under the American with Disabilities  
26 Act (ADA).

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

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

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

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

15 **Section 4.3 PROMOTIONS.** A promoted permanent full-time employee, who has  
16 successfully completed the probationary period in their previous position, who is deemed unable to  
17 perform satisfactorily the duties of the new position and does not successfully complete probation in  
18 the higher classification, or who voluntarily requests to demote, shall be returned to the previously  
19 held position, provided it is vacant, or to an equivalent position at the same salary range if the  
20 employee is qualified. If no such vacancy is available, the employee may be laid off and shall have  
21 recall rights as defined in Article 14.6 of this Appendix. Vacancy shall mean an unfilled position  
22 which is not scheduled for upgrading and/or is filled with a temporary employee. The Union shall be  
23 provided with a list of positions scheduled for upgrading.

24 **Section 4.4 TECHNOLOGY/SYSTEMS CHANGE.** The County and the Department of  
25 Assessments (hereinafter, the “Department”) recognize the mutual benefit to be attained by affording  
26 training opportunities to employees and shall notify employees of departmental training opportunities  
27 relevant to an employee’s position. The County and the Department of Assessments shall have as a  
28 goal to provide training, technology and all other resources necessary to enable employees to achieve

1 excellence. Further, the County and the Department of Assessments shall have as a goal that all  
2 employees have equal access to training opportunities relevant to their positions. In the event an  
3 employee's request for training is denied by the employee's supervisor, the employee may ask the  
4 next highest level of supervision for a review of such denial. Employees should submit any relevant  
5 fact to support their request for training at the time of the initial request.

6 **Section 4.4(a) TUITION REIMBURSEMENT.** The Department supports  
7 employees' pursuit of opportunities beyond their current positions. To that end, the Department shall  
8 reimburse employees for a minimum of \$250 per employee per calendar year for tuition expenses for  
9 educational or training courses relating to County business. In order to be eligible for such  
10 reimbursement, the employee must receive advance approval from the employee's supervisor, the  
11 Division Director and the Administrative Services Director. Tuition expenses above and beyond  
12 \$250 per employee per year shall be reimbursed pursuant to Department policy and provided  
13 sufficient funds being available in the budget.

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

16 **Section 4.5 PERSONNEL FILES.** Upon request, the employees covered by this Appendix  
17 may examine their personnel files in the presence of a Division Director or designee during normal  
18 business hours. Employees shall receive a copy of any documents that may result in disciplinary  
19 action prior to placement in their personnel file. If an employee believes derogatory material has  
20 been placed in their file, the employee may provide a written explanation to be placed in their file.  
21 Upon request, once every calendar year employees may receive a copy of their personnel file, except  
22 an employee may request copies of any subsequent documents placed in their personnel file.

23 **Section 4.6 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 Appendix. Additionally, the Department's decision that two or more employees possess equal

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

8 **Section 4.7 RIGHT TO UNION REPRESENTATION.** Employees shall have the right to  
9 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. Employees may  
22 have flexible work schedules with the mutual consent between the employee and the County.

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



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

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

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

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

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

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

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

1 individual.

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

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

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

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

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

25                   **Section 5.5(c)** When an employee who normally works Monday through Thursday or  
26 Tuesday through Friday is absent from work due to adverse weather conditions or the observance of  
27 religious holidays, the employee shall be permitted to make up the work on the employee’s scheduled  
28 Friday/Monday off in lieu of using paid leave time, provided that all of the following conditions are

1 satisfied: 1) the time is made up within the next two (2) full weeks; 2) supervision will be available  
2 without special scheduling; and 3) the hours being made up do not result in overtime pay for the  
3 employee.

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

## 8 **ARTICLE 6: CLASSIFICATIONS AND RATES OF PAY**

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

11 **Section 6.2** Employees on Step 2 through Step 9 of their pay range will receive a one (1) step  
12 increase on January 1st of each year.

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

16 **Section 6.2(b) Completion of Probation.** An employee must successfully complete  
17 their probationary period prior to October 1st to be eligible for a Step increase the following January  
18 1st.

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

22 **Section 6.4** The job classifications of the employees covered by this Appendix and their  
23 current rates of pay are listed in Addendum A of this Appendix. Upon request, the County shall  
24 provide the Union and employee copies of classification specifications for any classification within  
25 the bargaining unit. The County shall notify the Union in writing of any proposed modifications and  
26 revisions thereto. The County will review and update classification specifications periodically. The  
27 County will notify the Union in writing of any new classifications or positions to be covered by this  
28

1 Appendix. The County agrees to negotiate the effects of new or modified classification specifications  
2 for bargaining unit positions, if requested by the Union.

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

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

## 19 **ARTICLE 7: HOLIDAYS**

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

### 22       **Section 7.2 HOLIDAY PAY.**

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

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

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

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

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

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

16 **ARTICLE 8: VACATION**

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

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

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

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

27                   **Section 8.2 COUNTY RESPONSE TO VACATION REQUESTS.** A vacation request of  
28 one (1) day or less should be submitted at least three (3) days in advance. A vacation of more than

1 one (1) day should be requested at least one (1) week in advance. Employee vacation requests shall  
2 be approved or denied in writing by an employee’s supervisor within one (1) week after submission  
3 to the County. Vacation approvals, once given, may not be rescinded by the County.

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

7 **ARTICLE 9: SICK LEAVE**

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

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

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

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

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

23 **Section 9.2** If an employee is injured or is taken ill while on paid vacation or compensatory  
24 time off, in order to receive sick leave for that time, the employee shall notify the Department  
25 immediately upon return to work. If the illness extends beyond the length of the originally scheduled  
26 vacation, the employee shall notify the Division Manager or designee, of the employee’s illness or  
27 injury on the originally scheduled first day back. A doctor’s statement or other proof of illness or  
28 disability, while on vacation or compensatory time off, must be presented to the Division Manager

1 regardless of the number of days involved. Sick leave shall not be used in lieu of vacation, but  
2 vacation may be used in lieu of sick leave.

3 **ARTICLE 10: LEAVES OF ABSENCE**

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

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

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

21 **ARTICLE 11: SENIORITY**

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

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

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

1                   **Section 11.1(c)** The scheduling of vacation. Where two or more employees submit  
2 vacation requests simultaneously and only one can be approved, the request of the employee with the  
3 most 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                   **Section 11.2** Seniority shall be accrued for each day of continuous employment from the  
7 most recent date of hire or rehire into the bargaining unit and shall include any prior service with the  
8 Department of Assessments within the previous two (2) years and while on recall status due to layoff  
9 for up to two (2) years. Breaks in seniority shall occur upon resignation, retirement, discharge, layoff  
10 of more than two (2) years, or failure to report to work within ten (10) days after notice by registered  
11 mail or recall from layoff.

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

13                   **Section 12.1** Employees laid off as a result of a reduction of work and/or a shortage of funds  
14 shall be laid off by order of inverse 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 12.2** Employees laid off shall be recalled into their job classification in the inverse  
19 order of layoff.

20                   **Section 12.3** 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 will be laid off first. Employees in  
22 the bargaining unit who are laid off may bump into other positions in the bargaining unit if they meet  
23 all of the following criteria:

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

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

28                   **Section 12.3(c)** The employee electing to bump has successfully passed probation in



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

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

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

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

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

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

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

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

21 **Section 12.6 Layoff/Recall Services.**

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

26 **ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION**

27 **Section 13.1** The County and the Union agree that the public interest requires efficient and  
28 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or

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

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

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

#### 14 **ARTICLE 14: MISCELLANEOUS**

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

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

#### 20 **ARTICLE 15: MANAGEMENT RIGHTS**

21 **Section 15.1.** The County will continue to have, whether exercised or not, all the rights,  
22 powers and authority heretofore existing including, but not limited to, the following: The right to  
23 determine the standards of services to be offered by the department; determine the standards of  
24 selection of employment; direct its employees; take disciplinary action; determine the methods, tools  
25 and standards of evaluating employee performance; relieve its employees from duty because of lack  
26 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the  
27 efficiency of governmental operations; determine the methods, means and personnel by which the  
28 County operations are to be conducted; determine job classifications of County employees; exercise

1 complete control and discretion over its work and fulfill all of its legal responsibilities, and to  
2 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that  
3 are inherent in the County by virtue of all federal, state and local laws and regulations provisions  
4 shall not be subject to any grievance or arbitration proceeding.

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

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

15 **ARTICLE 16: HEALTH AND SAFETY**

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

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

23 **ARTICLE 17: FULL UNDERSTANDING, WAIVER CLAUSE**

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

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

7  
8  
9 For Office & Professional Employees  
International Union, Local 8:

10  
11 DocuSigned by:  
*Ida Kovacic*  
12 8DD238BCA8344B6...  
Ida Kovacic  
13 Union Representative

14  
15 DocuSigned by:  
*Cindy Bernasconi*  
16 CA0ED9A10853432...  
Cindy Bernasconi, Bargaining Unit Member

17  
18 DocuSigned by:  
*Audrey Burg*  
19 75F0A768AA134AE...  
Audrey Burg, Bargaining Unit Member

20  
21 For King County:

22  
23 DocuSigned by:  
*Lacey O'Connell*  
24 C94CBED6540E400...  
25 Lacey O'Connell, Labor Relations Negotiator Senior  
26 Office of Labor Relations, Executive Office

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

**cba Code: 035**

**Union Code: B1**

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

**Certificate Of Completion**

Envelope Id: AB2F315697824C81B10BA5625E2270CF	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 035 - 035CLAC0122.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20

**Record Tracking**

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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

**Signer Events**

Audrey Burg  
aburg@kingcounty.gov  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.222.20

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Signed: 7/12/2022 9:27:58 AM

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Cindy Bernasconi  
crbspirit@comcast.net  
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Resent: 7/19/2022 5:26:11 PM  
Resent: 7/20/2022 7:42:41 AM  
Resent: 7/21/2022 1:12:33 PM  
Resent: 7/21/2022 2:03:54 PM  
Resent: 7/21/2022 3:21:55 PM  
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Signed: 7/22/2022 7:14:03 AM

**Electronic Record and Signature Disclosure:**  
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ID: ca4f5163-a149-463b-acf0-a772b357e075

Ida Kovacic  
ida@opeiu8.org  
Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style  
Using IP Address: 172.56.105.168

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Signed: 7/11/2022 1:11:35 PM

**Electronic Record and Signature Disclosure:**  
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ID: c189adb8-5de9-41f9-bc01-8393d0714dfd

Signer Events	Signature	Timestamp
Lacey O'Connell loconnell@kingcounty.gov Senior Labor Relations Negotiator King County Executive Department-OLR Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 73.181.129.99</p>	<p>Sent: 7/22/2022 7:14:05 AM Viewed: 7/22/2022 8:00:29 AM Signed: 7/22/2022 8:00:40 AM</p>

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/22/2022 8:00:40 AM
Completed	Security Checked	7/22/2022 8:00:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Memorandum of Agreement  
Between King County and  
Office & Professional Employees International Union, Local 8  
Department of Assessments  
Appendix 35**

**Background:** This Memorandum of Agreement (MOA) is intended to establish the process the Department of Assessments (“Department”) will use to fill open career service bargaining unit positions via Section 4.6 Lateral Transfers for employees represented by the Office and Professional Employees International Union, Local 8, Department of Assessments CBA (Appendix #35). The terms of this Agreement do *not* apply to any temporary (TLT and STT) positions, special duty or working out of class assignments, promotions, or any positions outside this bargaining unit.

**Agreement:** The County and Union (“Parties”) agree to the following terms:

Annually, the Department will create and administer Lateral Transfer List(s) (“Transfer List”) for bargaining unit employees under Appendix 35 (“Employee”) that are interested in being considered for future transfer opportunities that may arise within the bargaining unit (i.e., different position location/assignment, but same classification). For example, a Transfer List for Administrative Specialist III may be created if there are eligible applicants from the bargaining unit that apply during the process described below.

**1. Lateral Transfer List(s) will be created in (January), and supplemented in (June) each year, as follows:**

- a.** In January, the Department will announce via email to employees that the Lateral Transfer List application process is open. The application process will open for fourteen (14) calendar days. Once an employee is added to the Transfer List, the employee will remain on the Transfer List until the Transfer List expires (i.e., December 31<sup>st</sup> each year) or if employee accepts a lateral transfer opportunity.
- b.** In June, the Department will reopen the application process to join the Transfer List for another fourteen (14) calendar day period that is similar to what is described above in 1(a).
- c.** For employee(s) to be added to the Transfer List in January or in June, the employee(s) must comply with the instructions on the lateral transfer announcements, which may require a cover letter, resume, and if deemed necessary, participation in an oral interview. Failure to comply with the instructions will result in the employee not being added to the Transfer List.
- d.** Employees will not be added to the Transfer List(s) except during the two application periods in January and June each year. The Transfer List(s) will expire December 31<sup>st</sup> of each year. Employees will need to re-apply during the



lateral transfer application process to be added to new Transfer List(s) after the annual expiration.

- e. Probationary employees are ineligible to apply for Transfer List(s). New employees that complete probation in the calendar year must wait until the next transfer application process is open (January or June) after they have completed probation to apply.
- f. Temporary employees (TLT and STT) are ineligible to apply for the Transfer List.
- g. The County and Union agree that clear communication is an important component of administering the Lateral Transfer List(s).
  - The County will notify employee(s) on the Transfer List in January and June each year about their rank order placement on the list, and also about their status on the Transfer List when a career service position is open and available for transfer.
  - Additionally, upon request by an employee or the Union, the County will provide notice to applicable employee(s) about their rank order status on Transfer List.
- h. If there are no applicants during the Transfer List application period for a particular classification, then no Transfer List will be created for that classification. And if there are no employees on a Transfer List, the Department will use its regular recruitment process or current Employment List to fill any bargaining unit vacancies that may occur.
- i. Each bargaining unit classification in multiple department divisions or units may have its own Transfer List, and the Department will rank order applicants by qualifications and abilities consistent with Section 4.6 Transfers.

## **2. Administration of Lateral Transfer List(s):**

- a. When a career service bargaining unit position opens, the Department will first review the relevant Transfer List (if available) to determine if there are any employees on the Transfer List interested in transferring into the position. The top scoring candidate will be asked first, and the next lower scoring candidate(s) will be subsequently asked in rank order of their score if the transfer is declined by a higher scoring applicant. Applicants must respond within seven (7) calendar days of the offer, or they shall be considered to have declined. If an employee on the Transfer List declines an offer, they shall remain on the Transfer list until its

expiration. There is no limit to the number of times an applicant can decline an offer.

- b.** If there is an employee on the Transfer List interested in the open position when asked, the Department will fill the position with the candidate. The resulting position vacancy will also be filled from the appropriate Transfer List first, and so on until the Transfer List has been exhausted or has expired.
- c.** If there are no interested employees on the Transfer List that want to move to the open position or there is not a Transfer List already available for the classification at the time of vacancy, the Department will fill the position according to a regular recruitment. For example, this may include the use of an Employment List (see also Section 4.2 and King County Personnel Guidelines) or priority placement of a disability or layoff recall candidate.
- d.** Special Duty and Term-Limited Temporary Assignments will be posted in accordance with the CLA and County policies.

### **3. General terms**

- a.** This is the complete Agreement between the Parties and shall become effective January 1, 2023, and upon the Parties signing below.
- b.** This Agreement shall run concurrent with the Parties collective bargaining agreement (CBA) expiring December 31, 2024. After the CBA term, the Parties will mutually decide whether the MOA will be incorporated into the CBA, modified, or expire at the end of the CBA term (i.e., December 31, 2024).

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

DocuSigned by:

*Ida Kovacic*

Ida Kovacic, Union Representative

1/6/2023

Date

**For King County:**

DocuSigned by:

*Andre Chevalier*

Andre Chevalier, Senior Labor Negotiator  
King County Office of Labor Relations

1/6/2023

Date

**For King County:**

DocuSigned by:

*Richard Watson*

Richard Watson, Division Director Administrative Services  
King County Department of Assessments

1/6/2023

Date