

**KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
COALITION LABOR AGREEMENT**

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**KING COUNTY
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COALITION LABOR AGREEMENT**

PREAMBLE

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the King County Coalition of Unions (the Coalition). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.

DEFINITIONS

- 1. Director:** Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney’s Office, and Council).
- 2. Designee:** Representative selected by Director.
- 3. Comprehensive leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- 4. Loco Parentis:** An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
- 5. Agency:** Executive Branch of County government.
- 6. County:** Executive Branch and separate branches of County government.

PURPOSE STATEMENT

The Coalition Labor Agreement (CLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement that realize the parties’ joint interests in financial and operational stability and sustainability, and help create a mutually desirable, competitive and consistent employment package for the County’s highly capable workforce. The CLA was achieved through a collaborative bargaining process between the County and the Coalition.

COALITION INDIVIDUAL BARGAINING AGREEMENTS

- 1.** CLA bargaining occurred for the purpose of “bargaining standard practices, procedures, and CBA provisions.” The CLA “will bring greater efficiency to King County and support its Best Run Government principles. The CLA will meet the parties’ joint interests in financial and

operational stability and sustainability, and help create a desirable, competitive, and consistent employment package for the County's highly capable workforce.”

2. Current Union's Collective Bargaining Agreements (hereinafter Appendix/Appendices) shall remain in effect unless modified by mutual agreement by the CLA.

3. Any lesser conditions contained in an Appendix shall be superseded by the conditions contained in this CLA. However, except where specifically stated otherwise in the CLA, nothing in the CLA shall deprive any employee of any superior benefit contained in their Union's Appendix.

4. Separate Branches of County Government. The parties agree that provisions in this CLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court and Council. Those agencies have the authority to negotiate hours and working conditions separate and apart from this CLA.

ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING

In order for the County, the Coalition and the employees to further benefit from the concept of King County's Best Run Government initiatives and to find efficiencies related to those initiatives the following CLA Articles shall supersede language on the same Articles in the Appendix.

ARTICLE 2: MILITARY LEAVE

Employees shall receive military leave in accordance with County policy, state and federal law, as amended.

ARTICLE 3: UNPAID LEAVES OF ABSENCE

3.1. Short-Term Leaves of Absence. A leave of absence without pay, not covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days may be granted to a comprehensive leave eligible employee by the employee's director.

3.2. Long-Term Leaves of Absence. The employee's director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of the Department of Human Resources. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding

that barring layoffs, the employer shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority.

The layoff, seniority, and bumping rights in each individual Appendix shall be applied to employees who are taking leaves of absence.

3.3. Early Return. An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the employee provides the director with a written notice to that effect at least 15 days before the date of return.

ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE

4.1. Comprehensive leave eligible employees may use up to three days (based on hourly schedule) of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per the County's leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

ARTICLE 5: JURY DUTY

5.1. A comprehensive leave eligible employee notified to serve on jury duty must inform their supervisor as soon as possible, but not later than two weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty.

An employee will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

5.2. When released from jury duty for the day, and/or when the total required assignment to jury duty has expired, the employee will notify their supervisor. The employee will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work and their regular shift and schedule. Comprehensive leave eligible employees must deposit any jury duty fees received, exclusive of mileage, with the

Finance and Business Operations Division of the Department of Executive Services.

5.3. Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received.

Employees will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

ARTICLE 6: DONATED LEAVES

6.1. *Nothing in this Article impacts employees in any bargaining unit that has the ability to donate more or less sick leave than provided in Article 6.6.*

6.2. No Solicitation. All donations made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of leave hours.

6.3. Approval for Donations. Donations require written approval from the comprehensive leave eligible donating and receiving employee's directors. If approved, the donated leave will be available the next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

6.4. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations.

6.5. No Accruals on Donated Leave. Accrued leave will not accrue on donated leave as it is used.

6.6. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, Benefit Time (BT) or Extended Sick Leave (ESL), holiday banked leave, comp-time) to use donated leave.

B. The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

C. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

D. Vacation/BT leave hours. Except as provided under Section 6.9.B., the amount of donated vacation or BT time cannot exceed the donating employee's leave accrual balance at the time of donation.

E. Sick leave and ESL hours. An employee is limited to donating a total of 25 hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

6.7. Calculation of Donated Leave. All donated leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

6.8. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations.

A. A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 6.6. D. and E. above, to another comprehensive leave eligible employee.

B. Donation limits, as provided under Subsections 6.6. D. and E. above, are exclusive of donations to the Emergency Medical Leave Fund under 6.9.

C. No Reversion of Donated Leave. Donated leave hours remain with the recipient and do not revert to the donor.

6.9. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with requirements of federal tax law. When active, comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave, BT, ESL) to an "Emergency Medical Leave Fund" (Fund) that is managed by DHR. The County will provide 30-day written notice to the Coalition Co-Chairs of their decision to deactivate or reactivate the program and, if the Coalition requests, the opportunity to bargain the impacts.

B. Donation of Vacation BT hours. An employee is limited to donating 80 hours of accrued vacation (or BT time) per calendar year to this Fund unless the employee's department director approves a greater amount.

C. Process and Conditions to receive hours from the Emergency Medical Leave Fund.

1. The comprehensive leave eligible employee must submit a request to DHR for hours.

2. The maximum donation an employee can receive per year is up to 80 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks, prorated for part-time employees.

3. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

4. Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

D. No reversion of donated leave. Donated hours not used by the donee within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do not revert to the donor.

6.10. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. Comprehensive leave eligible employees may convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

6.11. Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 7: PAID PARENTAL LEAVE

7.1. Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

7.2. Benefit Amount. An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be taken within one year of the child's birth or placement in the home. The employee will

receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to work for at least six months of continuous service following the leave, will be required to reimburse the County for the PPL funds received. If an employee is taking PPL intermittently, the six months begins after the last day the employee used PPL. This does not apply to an employee whose employment ends involuntarily, such as if the employee is laid off or medically separated.

7.3. Eligibility. The PPL benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six months of continuous service at the time of the qualifying event. An employee whose position is scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave, is not entitled to take PPL. If both parents work for the County, then each employee is entitled to up to 12 weeks of PPL.

7.4. Benefit Period. PPL must be used within 12 months of the qualifying event. An employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

7.5. Concurrency. PPL will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

7.6. Job Protection. PPL is protected leave. Barring layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

7.7. Health and Leave Benefits. The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of overtime calculations, PPL shall be considered the equivalent of sick leave.

ARTICLE 8: BEREAVEMENT LEAVE

8.1. Employees eligible for comprehensive leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within 18 months from the date of the death.

8.2. Immediate family shall be defined as the employee's:

A. spouse or domestic partner,

B. legal guardian, ward, or any person whom the employee has legal custody,

C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

1. a child,

2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),

3. a grandparent,

4. a child-in-law,

5. a grandchild, or

6. a sibling.

8.3. Employees who are not eligible for comprehensive paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

8.4. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

8.5. Any additional paid leave may be approved by mutual agreement between the County and the employee.

ARTICLE 9: VACATION LEAVE CAP

9.1. All comprehensive leave eligible employees hired after December 31, 2017, shall have their accrued vacation leave balance capped at 320 hours. This shall not apply to any comprehensive leave eligible employees hired on or before December 31, 2017.

9.2. Employees eligible for vacation leave who work a 40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible employees not working a 40-hour schedule hired before January 1, 2018, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or

other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

10.1. Holidays. All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

| HOLIDAYS | |
|-----------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr., Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Indigenous Peoples' Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

10.2. Day of Observance. *Unless otherwise provided in an Appendix,* for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

¹ This Article does not apply to employees with benefit time (BT).

10.3. Holiday Off on Regularly Scheduled Workday. All employees shall take holidays off on the day of observance using holiday leave, unless their work schedule requires otherwise for continuity of services, as determined by the County. Whenever a holiday occurs during a comprehensive leave eligible employee's regularly scheduled workday, and they receive the day off, the employee will receive compensation that reflects their regularly scheduled workday for that holiday.

10.4. Pay for Holidays Worked. Whenever a holiday occurs on a full-time comprehensive leave eligible employee's scheduled workday and they work that day, such employee will receive eight (8) hours holiday pay, *unless otherwise provided in an Appendix*. Employees assigned to an alternative work schedule, other than a 5/8 schedule, will receive no more than a maximum of eight (8) hours holiday pay when the observed holiday falls on their scheduled workday and they work that day, *unless otherwise provided in an Appendix*. Eligible part time employees will receive the holiday pay on a pro rata basis.

Employees required to work holidays shall be paid for such work in accordance with the appropriate Appendix.

10.5. Holiday Pay on Scheduled Day Off. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday. FLSA overtime eligible employees who are given a deferred holiday shall receive compensation for that day that reflects their regularly scheduled workday.

This section does not supersede the holiday bank or holiday pay language in an Appendix.

10.6. Two Personal Holidays. Annually, comprehensive leave eligible employees shall receive two eight (8) hour personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. Leave added to the vacation bank will be subject to all of the same provisions as accrued vacation contained throughout this Agreement.

These two personal holidays shall continue to be administered per contract language in each individual Appendix.

In no event shall there be more than two personal holidays awarded per year.

ARTICLE 11: FMLA/KCFML

11.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

11.2. King County Family and Medical Leave.

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (WAPFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must

have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour week employee.

D. An employee who returns from KCFML within the time provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

KCFML Article 11.2 applies only to bargaining units whose labor agreements include the KCFML benefit.

11.3. Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from County service.

11.4. To ensure that employees receive all protected leave they are entitled to while maintaining their salaried status; FLSA-exempt employees will remain FLSA-exempt while on intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt employee's leave banks are depleted, the employee will continue to reduce the employee's FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The employee will continue to be paid for other partial-day absences. Eligibility for and use of executive leave is not affected by this provision. Executive leave will continue to be used only in whole-day increments.

Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) Appendix.

ARTICLE 12: PROFESSIONAL DEVELOPMENT

King County shall offer a Professional Development Fund to finance a Career Development Scholarship Program that is available to King County Career Service and/or Regular employees represented by the Coalition. The County will fund the Program with \$250,000 on January 1st of each year of the contract. The Scholarship funds will be administered by the King County Department of Human Resources (DHR), and will be awarded to individual employee applicants for training, education and professional development opportunities based on DHR developed criteria and using DHR developed processes.

ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM

13.1. Supported employees performing bargaining unit work will be covered by the terms

of the applicable Appendix. Supported employee classifications and assigned wage ranges have been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party that conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

13.2. Though the job duties of a supported employee may cross job classifications, bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.3. Supported employees will be represented and pay dues, as appropriate, to the Union representing the majority of the work assigned. If there is no clear majority, the Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the program manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC

mediator selected by the parties. This process will be completed in an expedited manner. An employee's job coach may be included in discussions about represented bargaining unit work that has been assigned.

13.4. The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) - KC Squared Table Wage Range 27; SEP Associate II (#4220200) - KC Squared Table Wage Range 32; SEP Associate III (#4220300) - KC Squared Table Wage Range 35; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

14.1. The Department, an employee, or a group of employees may request their position to be reclassified. Temporary and term limited temporaries may not request position reclassification, but term limited temporaries may be reclassified as part of a group classification as described in section 14.1.C, below. Except if appealed pursuant to Section 14.4.B., all reclassification requests will be completed within twelve (12) months of being submitted by the employee(s).

A. Reasons for Filing a Reclassification Request.

- (1) An employee's position is not assigned to the appropriate job classification, or
- (2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or
- (3) Reorganization or council action causes the duties of a position to change.

B. Eligibility Limits. An employee is not eligible to submit a reclassification request:

- (1) if it has been less than 12 months since the date of a previous classification determination for the position, or
- (2) the employee is on probation, or
- (3) the employee is on a Performance Improvement Plan, or

(4) the employee is asking for a reclassification for a special duty or temporary position.

C. Group Reclassification Requests. A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 14.4.A rights under this Article (Reconsideration of a Classification Decision).

14.2. Effective Date of Reclassification, Pay, and FLSA Status.

A. Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

B. The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

| Reclassification to | Effective Date | Pay Upon Reclassification |
|----------------------------|--|---|
| Higher pay grade | Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources. | <p>1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p> |
| Same pay grade | Start of the pay period following | The step of the pay range |

| | | |
|-----------------|--|---|
| | receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources. | <p>which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p> |
| Lower pay grade | Start of pay period at least 30 calendar days after notification of the classification determination from the Department of Human Resources. | <p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p> |

C. FLSA Status Change Upon Reclassification.

1. When an employee’s position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2. When an employee’s position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

3. When an employee’s position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Appendix or Executive Leave, Pay and Leave Practices for Exempt Employees Policy.

14.3. Probation Upon Reclassification. There shall be no probationary period following a reclassification.

14.4. Reconsideration of a Classification Decision.

A. Request for Reconsideration. A regular employee or a group of regular

employees has 30 calendar days to submit a request for reconsideration of a classification decision to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have 30 calendar days from the date of receipt. A regular employee must request reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request reconsideration to DHR in 30 calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the regular employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by regular employees that are requesting reconsideration.

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 26, with Union concurrence, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate Department with a copy to the DHR Director.

2. A regular employee or a group of regular employees has 30 calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 26. The timeline would begin from the date of the verification of receipt outlined in Section 14.4 above. The regular employee, group of regular employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within 30 calendar days shall be considered as acceptance of the reconsideration decision.

C. Notification of Reclassifications and Requests. The applicable Union(s) shall be notified of reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by DHR.

ARTICLE 15: SPECIAL DUTY

15.1 Definitions.

A. Special Duty Assignment – When an employee in a regular position is temporarily assigned to an existing classification, and the duties comprise the majority of the work performed for a minimum of 30 calendar days.

1. Temporary employees, including TLTs, are not eligible for special duty

assignments.

2. Base Position – The employee’s underlying position while on special duty assignment.
3. Base Union – The Union that represents the employee’s base position.
4. Acting Union – The Union that represents the special duty position or body of work.

15.2. Duration.

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

1. 30 days to 12 Months – Shall be approved by the director or designee to provide additional staffing:

(a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.

(b). Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.

(c) Needed to either develop and/or implement, a new function, system, or proposal.

(d) To backfill for a vacant regular position.

2. Up to Three Years – Shall be approved by the Director of Human Resources or designee: To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a County function, project or department.

3. Up to Five Years – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

a) An employee is absent because of an extended leave of absence for a medical reason;

b) An employee is absent because of military service; or

c) An employee is absent because of a special duty or other assignment.

ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

B. FLSA-exempt special duty assignments shall be made in full-workweek increments, from Saturday through Friday.

C. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

15.3. Recruitment.

Special duty positions shall be posted, and a selection process will be conducted for special duty assignments. Notice shall be provided to the affected work group or department (if appropriate) at least 10 days prior to filling the position.

A. The County reserves the right to fill with a 29-day working-out-of-class assignment or special duty position while conducting a selection process.

B. If an employee is hired into a regular position and served in a special duty position doing the same or substantially similar work of the regular position within one year of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role. If the time served in that special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

C. *The special duty rotation provisions in the Professional and Technical Employees, Local 17 Public Health and Professional and Technical Employees Appendix will still apply (CBA Code 060).*

15.4. Pay.

A. An employee on special duty assignment that has a higher top step rate of pay will be placed at the first step of the special duty classification pay range or be paid a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in their base position includes hourly longevity and/or merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the hourly longevity and/or merit pay amount and may result in merit-over-top pay while in special duty.

C. An employee on special duty will continue to advance through the wage steps of their base pay range while on special duty. If the employee is at their top step in the base classification, the employee will advance to the next step of the special duty classification.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination for promotion or reclassification, cash-out of vacation, BT, ESL, or sick leave, or vacation or sick leave donations. If an Employee who served in the Special

Duty Assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position; however, the appointing authority may place the promoted Employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

E. If the special duty assignment is FLSA non-exempt, the employee’s special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee’s pay shall revert to the pay rate the employee is eligible to receive under the terms of their Appendix.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force and seniority) shall continue to apply during the special duty assignment.

15.5. Paid Leave While on Special Duty.

Paid leave taken while on a special duty assignment shall be at the employee’s special duty pay rate.

15.6. FLSA Status Change.

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee’s base position and the special duty assignment:

| FLSA Change | FLSA Non-Exempt Base Position to FLSA Exempt Special Duty | FLSA Exempt Base Position to FLSA Non-Exempt Special Duty |
|--------------------|---|---|
| Compensatory Leave | Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt. | The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of the Appendix covering the Special Duty position. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. |

| | | |
|-----------------|---|--|
| | | Payment for the compensatory time will be paid using the special duty pay rate. |
| Executive Leave | <p>Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix.</p> <p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.</p> | The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year. |

15.7. Seniority Accrual. An employee on Special Duty will continue to accrue seniority in their base classification.

ARTICLE 16: CONTRACTING OUT

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

ARTICLE 17: TLT POSITIONS

Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions.

Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.

ARTICLE 18: JOB POSTING

18.1. Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

18.2. Special duty job postings will be consistent with Article 15. TLT positions will also be posted as Special Duty opportunities.

18.3. Regular and TLT employees that are represented by the Coalition who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

18.4. When an employee is not selected for a position, they shall be notified in writing following completion of the recruitment process. If an employee requests a meeting for feedback after the recruitment process is complete, human resources will meet with the employee to review the process and provide feedback on how to improve as a candidate and/or offer resources to better prepare for future recruitments. Any grievance remedies relating to alleged violations under Article 18.4 shall be limited only to providing an opportunity for the employee to solicit and to receive feedback. In no instance shall a remedy result in a reposting or placement of an employee who applied and was not selected for the position.

ARTICLE 19: PUBLIC RECORDS REQUEST

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information (RCW 42.56.250(4)) for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 20: UNION NOTIFICATION

If the Department of Human Resources has the information in the employee records, it will supply the Union with the following information within approximately five working days of a new employee's date of hire or new Union eligibility:

1. First and last name
2. USPS mail address
3. Home, work, and/or cell phone number
4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status (if applicable)
13. Personal e-mail address

ARTICLE 21: UNION ENGAGEMENT

21.1. Steward Training. During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of release time without loss of pay to participate in the steward training programs sponsored by the Union.

21.2. The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.

21.3. New Employee Orientation (NEO) - Union Presentation. The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.

21.4. Release Time for New Employees. The County shall provide each new bargaining unit employee 30 minutes of paid release time to meet with the Union within the first month of employment.

ARTICLE 22: UNION LEAVE

22.1. Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit

seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

22.2. A regular employee designated by the Union to serve on official Union business that requires a part of their time shall be given a leave of absence without pay from work, provided it can be done without detriment to County services and at least 48 hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

ARTICLE 23: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES

23.1. Bulletin Boards. The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

23.2. Electronic Devices. The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through ordinance by the County Council. King County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is traveling during their work day (not commuting), and they were acting in good faith and within the course and scope of their employment.

This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Appendix (CBA Code 220).

ARTICLE 25: INSURED BENEFITS

The County provides group medical, dental, vision, disability, accidental death and dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees as provided under the terms of the Joint Labor Management Insurance Committee of Unions “JLMIC” Benefits Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the plans are negotiated by representatives of the County and labor organizations that are parties to the JLMIC. All labor organizations that are signatory to this Agreement agree to the JLMIC Benefits Agreement, as amended.

ARTICLE 26: GRIEVANCE PROCEDURE

26.1. Purpose. The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

26.2. No Discrimination. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

26.3. Grievance Definition and Timelines. A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement (or its Appendices) has occurred. Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or on a day the County is closed for business, the next following normal day of business will be considered the final calendar day.

A. Grievances of Disciplinary Action. Regular employees are subject to a just cause standard for discipline.

(1) Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.

(2) No other verbal, written performance or counseling documents shall be considered discipline that may be appealed to any level of this process.

(3C) The provisions of this Article will not apply to appointed, probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged because said employees are “at will” and not covered by the “just cause” requirement

of this Agreement.

26.4. Class Action Grievance. Grievances that allege the same violation(s) of the Agreement (inclusive of its Appendices), seeks the same remedy and involve more than one grievant shall, at the union's request, be submitted at STEP 2 as a Class Action Grievance.

26.5. Exclusive Representative. The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. If an employee also has access to the Personnel Board for adjudicating a disciplinary or reclassification grievance, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

26.6. Access to Grievance Procedure. Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.

26.7. STEP 1 - Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

A. The supervisor/designee will meet with the employee and Union representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1 grievance.

B2. The supervisor/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

D. Supervisors and managers shall initiate their grievances at STEP 2.

STEP 2 - Director/designee- The grievance will be presented in writing to the director for investigation, discussion, and written reply.

A. The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

B. The director/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 3 within 15 calendar days after receiving the director's/designee's written decision, the grievance will be precluded from further appeal.

STEP 3 - Office of Labor Relations -Labor Negotiator

A. The Labor Negotiator will meet and/or discuss the grievance with the Union within 15 calendar days of the receipt of the STEP 3 grievance.

B. The Labor Negotiator will issue a written decision to the employee and the Union within 15 calendar days following the meeting and/or discussion.

C. If the Union does not pursue the grievance to STEP 4 - Arbitration within 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will be precluded from further appeal.

STEP 4 - Arbitration - Should the decision of the Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

A. Selection Process. The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS), or the American Arbitration Association (AAA). If the FMCS or AAA options are utilized, and the selected arbitrator's principal place of business is not in Washington, Oregon, California, Idaho, Nevada, Utah, Montana, or Wyoming, the parties shall conduct the arbitration remotely. The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

B. Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

C. Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

D. Mediation. Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested, an impartial mediator will be selected by mutual agreement. The parties will preferably mediate the dispute using the King County Office of Alternative Dispute Resolution.

26.8. CLA Interpretation Grievances. The parties share an interest in a consistent interpretation of CLA Articles; therefore, an interpretation of a CLA Article between a Union and a County representative is not binding on the parties unless advanced to the County and Coalition CLA Co-chairs for their concurrence.

A. An interpretation grievance is one that rests on the interpretation of the CLA. It is distinguished from a grievance pertaining to an Appendix or discipline grievance.

B. CLA interpretation grievances may be directly advanced to STEP 3 by agreement of the Labor Negotiator and Union to be addressed by the Co-chairs.

C. The designated County and Coalition Co-chairs will meet monthly, or as needed, to discuss pending grievances. Dates and times will be mutually agreed upon and identified in writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County representative(s) involved in the grievances on that meetings' agenda.

D. At the CLA interpretation meeting, the parties will attempt to resolve the grievance. If a resolution to the grievance is not reached within 15 calendar days of the meeting the parties will clarify their positions in writing so the dispute is clear. Within 15 calendar days following clarification of their respective positions, either party may advance the grievance to STEP 4 (Arbitration).

ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE

27.1. No regular employee shall be disciplined except for just cause (consistent with Article 26.3.A). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is

understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

B. Letters of Expectations/Memoranda of Counseling. Letters of Expectations or Memoranda of Counseling shall not be included in Personnel Files but may be included in Supervisory files with a copy to the Union.

27.2. Written reprimands, suspensions, demotions, or discharges must be given by registered or certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of 18 months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the 18 months.

27.4. All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within 90 calendar days after the division or agency director is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the division or agency if another agency is investigating the event (e.g., police agency, Ombuds) or if evidence necessary to complete the investigation is not reasonably available to complete the investigation during the 90 calendar day investigation period. If the investigation time period is extended, the division will notify the employee(s) under investigation and the Union and both will be provided with the basis for the extension and the expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be executed within 30 calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within 30 calendar days of the notice, unless otherwise mutually agreed to by the parties.

Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160) and the Service Employees International Union Local 925 (CBA Code 011) Appendices.

ARTICLE 28: ECONOMIC EQUITY

28.1. Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.

28.2. This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.

28.3. If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.

ARTICLE 29: COMPENSATION

29.1. Wage Rates General Wage and Cost of Living Increases (GWI and COLA).

A. All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2026.

B. All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2027.

C. In addition to the wage increase for 2026 and 2027, there will be one cost-of-living adjustment (COLA) effective January 1, 2028

D. The COLA formula will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

Regardless of the result calculated using this formula, the 2028 COLA shall not be more than 4% and shall not be less than 3%.

29.2. Ratification Bonus. Effective upon the first day of the first full pay period following the effective date of the ordinance, which is ten days following the King County executive's approval signature, or January 1, 2026, employees will be eligible to receive a one-time \$1500 ratification incentive. This ratification incentive will only be paid to employees per the terms of eligibility reflected in the Compensation Settlement for Implementation of Retroactive

Increases MOA. The County reserves the right to reopen this section to continue bargaining over a ratification incentive for any bargaining units who do not reach successful ratification of this successor CLA and execute a fully signed appendix agreement by or before June 3, 2026. Additionally, the County reserves the right to transmit the CLA through the full ratification process, along with all appendices that have ratified their appendix and executed a fully signed appendix by September 26, 2025, and implement those agreements.

29.3. New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

29.4. Step Progression. Step progression between steps 1 and 10, or the steps as provided under the Appendix, will not be based on merit, performance, or performance evaluations.

ARTICLE 30: SAVINGS CLAUSE

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

ARTICLE 31: SICK LEAVE²

31.1. Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use of donated leave pursuant to Article 6, up to a maximum of 3.6928 hours per bi-weekly pay period for employees on a standard full-time 80 hour bi-weekly schedule, unless additional sick leave accruals are required by law. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year,

² This article does not apply to employees with benefit time (BT).

except as listed below.

A. Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited.

B. Sick leave accrual rates for a comprehensive leave eligible employee who works other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals based on their normally scheduled work week.

C. All employees shall accrue sick leave from their date of hire.

D. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued.

31.2. Separation from or termination of County employment except by reason of retirement shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored.

A. Employees eligible for comprehensive leave benefits who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base rate of pay plus merit and/or hourly longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their sick leave is rehired within 12 months, that employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who returns to work will not be entitled to any cash out of their restored sick leave balance when they leave County employment.

31.3. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

31.4. An employee who has exhausted all of their sick leave may use accrued vacation leave before going on a leave of absence without pay, if approved by their appointing authority.

31.5. Paid sick leave may be used for the following reasons:

- A.** For self-care or to care for a family member:
 - 1.** Due to a mental or physical illness, injury, or health condition,
 - 2.** To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
 - 3.** To receive preventative care.
- B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.
- C.** In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.
- E.** For family and medical leave available under federal law, state law or County ordinance.
- F.** Employee's exposure to contagious diseases and resulting quarantine.
- G.** To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

31.6. For purposes of paid sick leave, a "family member" is:

- A.** A spouse or domestic partner,
- B.** A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,
- C.** The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.
- D.** A grandparent, grandchild, or sibling.

- E. Any individual who regularly resides in the employee’s home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

31.7. An employee injured on the job may not simultaneously collect sick leave and workers’ compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee’s workers’ compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

A. An employee who chooses to augment workers’ compensation payments with the use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of the leave.

B. An employee may not collect sick leave and workers’ compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

31.8. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

ARTICLE 32: VACATION LEAVE³

32.1. Comprehensive leave eligible employees shall accrue vacation leave benefits for each hour in paid status excluding overtime and excluding the use of donated leave pursuant to Article 6, as follows:

| Months of Service | Current Hourly Accrual Rate | Approximate Days/Year | Maximum Hours Per Bi-Weekly Pay Period |
|--------------------------|------------------------------------|------------------------------|---|
| 0 | 0.05384 | 13.9984 | 4.307 |
| 48 | 0.05770 | 15.00200 | 4.616 |
| 96 | 0.06160 | 16.01600 | 4.928 |
| 120 | 0.07700 | 20.02000 | 6.160 |
| 192 | 0.08080 | 21.00800 | 6.464 |
| 204 | 0.08470 | 22.02200 | 6.776 |
| 216 | 0.08850 | 23.01000 | 7.080 |
| 228 | 0.09240 | 24.02400 | 7.392 |
| 240 | 0.09620 | 25.01200 | 7.696 |

³ This article does not apply to employees with benefit time (BT)

| | | | |
|-----|---------|----------|-------|
| 252 | 0.10010 | 26.02600 | 8.008 |
| 264 | 0.10390 | 27.01400 | 8.312 |
| 276 | 0.10780 | 28.02800 | 8.624 |
| 288 | 0.11160 | 29.01600 | 8.928 |
| 300 | 0.11540 | 30.00400 | 9.232 |

Nothing in this Section is intended to supersede the vacation accrual tables/vacation caps in Appendices for Prosecuting Attorney's (CBA Codes 155 and 370), Department of Public Defense (CBA Codes 462 and 465), WSCCCE, Council 2 CASA (CBA Code 458), and 446 Maritime Coalition.

32.2. For employees employed prior to January 1, 2018, maximum annual vacation leave accrual is 480 hours for employees working the 40-hour work week and 420 hours for employees working the 35 hour work week.

A. Vacation accrual rates for a comprehensive leave eligible employee who works other than the full-time schedule standard for their work unit shall receive prorated accruals based on their normally scheduled work week.

B. Comprehensive leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Comprehensive leave eligible employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.

D. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

E. When a current employee dies with accrued vacation leave and the employee has successfully completed their first six months of County service in a comprehensive leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

F. If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position and subsequently returns to County employment within two years from the resignation, layoff, or nondisciplinary separation, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

G. Comprehensive leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed

their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the employee's base rate of pay, plus merit, and/or hourly longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings.

H. Effective January 1, 2018, new comprehensive leave eligible employees will be capped at 320 hours of vacation leave for employees working a 40-hour work schedule. Employees not working a 40-hour schedule hired before January 1, 2018, including TLT's, will retain their vacation cap.

I. *Vacation bidding, and/or the manner in which vacation leave is approved, shall be governed by the individual Appendix.*

ARTICLE 33: WORKING OUT OF CLASS

33.1. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar days. Employees working-out-of-classification may not be required to perform all the responsibilities of the higher-level classification, and therefore may continue to perform some of the responsibilities of their base position.

33.2. Working-out-of-classification assignments must occur in full day/shift increments.

33.3. While working-out-of-classification, the employee will receive a 5% working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the 5% pay premium).

33.4. If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

ARTICLE 34: TRANSPORTATION BENEFITS

Eligible employees will receive the transportation benefits provided in King County Code.

ARTICLE 35: LEAVE FOR EXAMINATIONS

Employees eligible for comprehensive leave benefits shall be entitled to necessary time off with pay for the purpose of taking County qualifying or promotional examinations. This shall include time required to complete any required interviews.

ARTICLE 36: ORGAN DONOR LEAVE

36.1. Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

A. Comprehensive leave eligible employees who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take ten (10) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1) Give the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

2) Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

3) Time off from work for the purposes set out above for more than ten (10) working days shall be subject to existing leave policies under this Agreement.

ARTICLE 37: UNION MEMBERSHIP

37.1. Upon authorization by an individual employee to the Union, the County shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the Union including COPE (or similar funds).

37.2. The Union shall have the option to transmit to DHR, by the cut-off date for each payroll period, the name and Employee ID number of Employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed their authorization for payroll deductions.

37.3. The County shall honor the terms and conditions of each employee's union membership and payroll deduction authorization(s).

37.4. The County, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities.

37.5. An employee may revoke their authorization for payroll deductions of payments to their union by written notice to the union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the County of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met.

37.6. The County will refer all employee inquiries or communications regarding union membership to the appropriate union.

37.7. The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the County will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY

38.1. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression.

38.2. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may not be advanced to arbitration. Such grievances that are not resolved or withdrawn may be referred by the grievant to the appropriate government agency. Grievances in which allegations of discrimination or violations of this Article are a component, and not the sole alleged violation, may otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration and may be referred by the grievant to the appropriate government agency, while the grievance and remaining alleged violations may be advanced to arbitration.

ARTICLE 39: TELECOMMUTING

39.1. For Executive Branch employees, the County will administer employee requests

for alternative work schedules and telecommuting in accordance with its policies, as amended. Requests for alternative work schedules and/or modified telecommuting arrangements by employees will not be unreasonably denied. If any request is denied it will be denied in writing and state the business reason for the denial.

39.2. The parties commit to negotiating in good faith over any and all changes to the Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the life of this Agreement.

ARTICLE 40: BILINGUAL PAY

40.1. Bilingual Pay Position Designation. Effective prospectively upon ratification and implementation of the CLA, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. Employees in such designated positions are eligible to receive bilingual pay premiums as defined below. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual services.

40.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium eligible positions must demonstrate sufficient language proficiency in the target language as determined by the County. Employees may be required to successfully retest their language proficiency at any time. Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is excluded on all hours compensated but not worked.

A. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the “desired” use of one (1) or more specific non-English language or ASL will receive a \$1.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “desired” by the County in the job posting or other written notice for the position.

B. Bilingual Skills Required Pay Premium. Eligible employees whose job duties include the “required” use of one (1) or more specific non-English language or ASL will

receive a \$2.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “required” by the County in the job posting or other written notice for the position.

40.3. Testing. Testing and release will be provided in accordance with Article 44 of the CLA.

40.4. Indemnification. The County shall indemnify employees consistent with King County Code 2.21.060.

ARTICLE 41: DURATION

This Agreement and each of its provisions (including Appendices) shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2026 through December 31, 2028.

NON-SUPERSEDING CLA ARTICLES

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

42.1. Where the division requires employees to wear safety footwear that meets ASTM standards said employees will receive up to total of three hundred seventy-five dollars (\$375.00) per calendar year, per employee, in accordance with the division’s policy and procedures.

42.2. Personal Protective Equipment (PPE) — the department/agency shall provide each employee with required PPE equipment and replace same as needed. The County will determine what constitutes protective safety wear based on job assignment. All county-provided PPE, and any uniforms authorized by individual appendices, shall include sizing for all genders and body types.

ARTICLE 43: AFTER HOURS SUPPORT

43.1. After Hours Support (AHS) is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

A. Standby.

1. Each division director/designee will maintain a written list of all staff

who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between division director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in that work group.

5. In instances where the County, due to emergency or business reasons, must terminate or modify the standby schedule, the division will provide as much notice of schedule change as practicable.

6. Equipment: The County will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.

7. Employees will be paid ten percent of their base hourly rate for all hours on standby.

B. Physical Call-Out (PCO).

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and time actually worked) shall be given for each call-out when the employee is required to report back to their workplace; except, if the PCO is within four hours of their shift start time, the employee will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time coincides with the employee's work shift in which case the employee will be paid their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work location and is not required to report to their workplace, will be paid two hours of overtime. If the PCO exceeds the initial two) hours, the actual hours worked will be paid at the overtime rate except if such time coincides with the employee's work shift, in which case the employee will be paid their regular base hourly rate of pay.

3. Parking expenses shall be reimbursed on presentation of a receipt, if an employee is called out to a work location outside of the employee's regular working hours.

C. Technical Call-Out (TCO). Employees will be paid a ten-minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten-minute period will not receive additional compensation until after that period has expired.

43.2. If an employee is called to perform a TCO and it is determined they will need to perform a PCO, the provisions for the PCO will prevail.

ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION

44.1. The County shall pay for any certification/license fees (except for driver's licenses), continuing education, and training that is required by the County for the position. This includes necessary release time that is preapproved if release time is necessary during an employee's regular work hours.

44.2. The County will reimburse the Department of Licensing fees associated with an employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s). Driver's license renewal fees, or CDL endorsement fees that are not required by the County for the position will not be reimbursed.

ARTICLE 45: PARKING

45.1. Employees will be required to pay for parking at the employee parking rates established in the King County Code, as amended, for the Goat Hill and King Street Center garages. **45.2** Employees will be required to pay \$10 per month for parking in the Patricia H. Clark Children and Family Justice Center (CCFJC) parking garage; except, when the employee is using their personal vehicle for County business for the day in which case they shall be reimbursed for the parking cost(s).

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

46.1. Waiver. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings in effect prior to the effective date of this Agreement are deemed null and void with the effective date of this Agreement.

46.2. Modifications. For the duration of this Agreement, the County and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this Agreement. No modification will become effective without a written agreement, signed by both the County and the Union(s) that defines the specifics of the modification.

APPROVED this _____ day of _____, 2026.

By: _____
King County Executive

For The King County Coalition of Unions:



6/1/2026

Maria Williams, President/Executive Director
Coalition Co-Chair
Teamsters, Local 117

Date

For The King County Coalition of Unions:



6/2/2026

Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

Date

For The King County Coalition of Unions:



6/3/2026

Youssef El Hamawi, Union Representative
Coalition Co-Chair
Professional and Technical Employees, Local 17

Date

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
REPRESENTING
KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS
UNDER THE
COALITION LABOR AGREEMENT

Subject: Longevity/Incentive Pay for Administrative Support Classifications

WHEREAS, the King County Coalition of Unions (Coalition) represent certain Coalition administrative support classifications; and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by labor organizations in the Coalition covered under the terms and conditions of the Coalition Labor Agreement:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant
Payroll Specialist

The classifications referenced under this section shall be referred to as “Coalition administrative support classifications” and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

2. Regular employees in Coalition administrative support classifications shall be eligible to receive a longevity-merit award under this Agreement, as outlined under Subsection A, or the merit pay as provided under KCC 3.15.020(C)(3) and as administered under King County Performance Appraisal and Merit Pay System as outlined under Subsection B, but not both. Existing bargaining units that have elected their preferred option as defined in Subsection A or Subsection B as a group as part of these negotiations and that selection will remain in effect for the duration of this Agreement.

A. Longevity-Merit Pay. Existing bargaining units with eligible employees who have elected this plan will receive a wage increase of 1.5% above Step 10 upon completing 15 years of service with the County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years of service with the County; provided, however, that an employee is eligible for the above Step 10 premium only if they receive at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

B. Merit Pay. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A of this Agreement, and b) an above-top-step merit premium program. Therefore, existing bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for longevity-merit pay under Subsection A of this Agreement; however, such bargaining units have elected to forgo above-top-step merit for their members who are part of the Coalition in order for those members to be eligible for the longevity-merit pay under Subsection A of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Subsection A of this Agreement.

C. For newly formed bargaining units, employees must elect their preferred option (as defined in Subparagraph A and Subparagraph B above) and as a group and must indicate their selection within 60 days from formation of a bargaining unit, and that selection will remain in effect for the duration of this Agreement. Employees who do not have the merit pay provision under their appendix shall only be eligible for longevity-merit pay under Subparagraph A.

D. For employees who participate in the Western Conference of Teamsters Pension Trust ("WCTPT") plan, longevity-merit pay and merit pay is calculated on their base salary including the County's contribution on their behalf to the WCTPT and excluding any add-to-pays they are eligible to receive. All terms and conditions of the "000U0513 MOA" regarding Process for calculating Longevity Pay for the Administrative Coalition bargaining units that participate in the Western Conference of Teamsters Pension Trust shall apply.

5. With respect to wages for Coalition Administrative Support Positions, the parties historically utilized the same process as was agreed to in the September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" and market surveys conducted for those negotiations were based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue

5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

6. This Agreement shall remain in effect through December 31, 2028.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE KING COUNTY COALITION OF UNIONS**

Subject: Cross-Jurisdictional Special Duty Assignments

Introduction:

The purpose of this Memorandum of Agreement by and between the King County Coalition of Unions (the Coalition) and King County (the County) is to memorialize an agreement reached between the parties regarding cross-jurisdictional “special duty (SD)” assignments. Recognizing that cross-jurisdictional SD assignments will continue to occur in King County, the parties have worked collaboratively to establish applicable rules relating to representation issues presented by these assignments.

Agreement:

The parties agree to the following:

1. King County Notification: The County will provide the affected unions a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.

2. Pay Progression in SD Assignments: Step progression is governed by the terms of the base union’s collective bargaining agreement (CBA), Coalition Labor Agreement (CLA) or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

3. Payment of Union Dues:

a. For assignments limited in duration to six months or less, the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee’s base classification.

b. For assignments greater than six months in duration, the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the assignment (special duty union). Dues payment shall be consistent with the CLA, from the time the employee is placed in the assignment until the employee returns to their regular assignment. In this circumstance, the employee will not pay dues to the base union during the assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the assignment is initially approved for six months or less, but is extended beyond six months, the employee will begin paying dues to the special duty union once the assignment extends beyond six months.

c. For assignments wherein a non-represented employee is assigned to a position that is represented, the same rules as in a and b will apply.

d. For assignments wherein a represented employee is assigned to a position that is not represented, the employee will continue to pay dues to and be represented by the base union as provided under the following sections.

4. Standing and Seniority: Members will remain “in good standing” consistent with the Local Union Bylaws when dues payments are waived by the base union due to an assignment which exceeds six months. Employees’ seniority rights and standing with their base unions will be governed by the relevant base union’s CBA.

5. Duty of Representation: The unions agree that, should a representational need arise during the assignment, all representational obligations will lie with the union to which the member is working in an assignment; except, the base union will continue to be responsible for representation in the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is assigned to an assignment in a position that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. The union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.

6. Grievance: Cross-jurisdictional union issues are not grievable under either the base union’s or the special duty union’s CBA. If there is a dispute between the unions or between the employee and union(s) about dues, the unions will work to resolve the dispute and will involve the King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations Commission (PERC), as necessary.

7. Union Pension Trusts:

A. When an employee who is covered by a pension plan is assigned to a special duty assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall cease. The exception shall be when an employee is assigned to work in a bargaining unit that also provides for a pension plan, in which case the employee will pay into the pension at the negotiated rate for that bargaining unit. The employee’s wage reductions/contributions to the pension shall resume when the employee is restored to their position within the bargaining unit.

B. When an employee who is not covered by a pension plan is assigned to a special duty assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible for trust contributions. If the employee eventually hires into the special duty job as a regular employee, they shall be eligible for pension benefits on a prospective basis.

C. The pension trust contributions of an employee assigned to a special duty assignment, whose base assignment or special duty assignment is eligible for Western Conference of Teamsters Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters Local 117 that outlines the requirements for pension trust employee payments/participation for the bargaining unit.

MEMORANDUM OF AGREEMENT
Between
KING COUNTY
And
KING COUNTY COALITION OF UNIONS

Subject: Compensation Settlement for Implementation of Retroactive Increases

Agreement:

1. Retroactive payment of the GWI effective January 1, 2026, (“Contract Settlement GWI”) shall be made to all employees represented by the Coalition of Unions whose bargaining units are signatory to the Coalition Labor Agreement (CLA) at the time of full ratification. Retroactivity will be issued in the following manner:

A. Retroactivity will be issued to all employees who are employed by the County in a bargaining unit signatory to this agreement on the first day of the first pay period following full and final ratification of the CLA,

B. Employees who resign or are terminated prior to the first day of the first pay period following full and final ratification of the CLA shall not receive a retroactive payment.

C. The County shall not make any post-hire adjustments to employees’ salary steps or make Contract Settlement GWI payments based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

2. All other provisions of the 2026-2028 CLA shall be implemented prospectively on the first day of the first pay period after the Ordinance following adoption of this Agreement by the King County Council, which is ten days following the King County executive’s approval signature, and shall not be applied retroactively, unless otherwise specified. Non-retroactive provisions include, but are not limited to, changes to any compensation (e.g., pay premiums, salary increases, special allowances), changes in hours and working conditions.

3. The Contract Settlement GWI will be applied to all 2026 retro pay eligible earnings consistent with the pay codes that were adjusted by the GWI when the 2021-2024 collective bargaining agreement was implemented. Ineligible earnings include adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave. Special duty and work-out-of-classification premiums shall be adjusted by the GWI but shall not be recalculated from the base position for which the premium rate was derived from.

4. **Ratification Incentive.** Pursuant to Article 29.2 of this Agreement, employees will be eligible to receive a one-time \$1500 ratification incentive. Eligibility for the ratification incentive is as follows:

A. The ratification bonus, less mandatory deductions, will be paid to all active

employees who are employed in a base or SDA position represented by the Unions signatory to this Agreement on January 1, 2026, and who are employed with the County remaining in a base or SDA union signatory position on the first day of the first full pay period following full ratification.

B. Employees who were employed on January 1, 2026, but retire, are laid off, deceased or are medically separated prior to the end of the first pay period following full ratification, shall be eligible to receive the ratification incentive bonus.

C. Employees who resign or are terminated prior to the end of the first pay period following full ratification, shall not receive the ratification bonus.

**Memorandum of Agreement
By and Between
King County
And
The King County Coalition of Unions**

Subject: Bilingual Pay Premium Implementation Agreement

King County (the County) and the King County Coalition of Unions (the Coalition) are parties to a Coalition Labor Agreement (CLA) effective through December 31, 2028. Consistent with King County Code 2.15, the immigration, refugee, and language access ordinance seeks to promote trust and fairness for immigrant communities within King County.

This Memorandum of Agreement (Agreement) by and between the County and the Coalition (collectively the parties), shall be binding collectively upon ratification and implementation of the CLA. The parties intend this Agreement to resolve fully and finally all actual and potential disputes related to and arising out of the implementation of a CLA-wide bilingual pay premium.

Background:

1. The parties bargained for a prospective bilingual pay premium (CLA Article 40) intended to replace existing, outdated bilingual pay provisions for consistency and standardization across all CLA bargaining units.

2. The parties believe there are approximately 180 employees throughout CLA bargaining units who currently receive a bilingual pay premium of some kind. The following represents the parties' agreement on the terms of implementation for such employees to be designated and paid a bilingual pay premium consistent with the new CLA Article 40.

Agreement:

1. Pursuant to the CLA Article 40, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual pay premium shall not be required to provide such services.

2. Within 60 days of the effective date of this MOA, the County will provide a list of employees who are currently receiving a bilingual pay premium and a designation of whether their position is designated as desired or required to use of one (1) or more specific non-English language or ASL to the Coalition. The County will then notify those employees of their position

designation and eligibility for the respective pay premium as defined in the CLA Article 40. The County will work with the Coalition on a communication plan roll out.

3. Employees whose positions are not designated as desired or required pursuant to this Agreement may submit a request to their supervisor to be considered eligible for a bilingual pay premium within 60 days of the Coalition's receipt of the final list with designations. The County will respond to individual requests in a timely manner.

Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive additional bilingual pay premiums. As part of the implementation of the new bilingual pay, employees currently receiving a bilingual premium will continue to be eligible, unless the employee is unable to meet the proficiency testing standards.

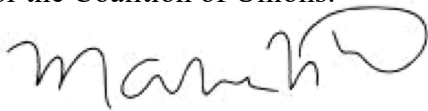
4. Employees whose positions are designated as desired or required during this implementation phase may decline the designation and shall be ineligible to receive bilingual pay premiums except employees whose positions were designated as bilingual required at the time of hire may not decline the designation.

5. Employees may be required to successfully test their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums and shall not be required to provide such services.

6. This Agreement is effective upon ratification and implementation of the CLA successor agreement and shall expire 30 days after all designations have been made under Sections 2 and 3 above, unless extended by mutual agreement of all parties.

7. This Agreement does not constitute a practice or precedent and cannot be used by either party in any matter or proceeding, except for the purpose of enforcing the Agreement itself.

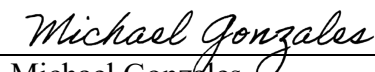
For the Coalition of Unions:



Maria Williams
Coalition Co-chair

9/29/25

Date



Michael Gonzales
Coalition Co-chair

9/29/25

Date

For King County:



Angela Marshall
Interim Director, Office of Labor Relations
King County Executive Office

9/29/25

Date

Coalition Labor Agreement (CLA) - Appendix for 463
Agreement Between King County
And
King County Regional AFIS Guild
Automated Fingerprint Identification System - King County Sheriff's Office

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1 This Appendix along with the Coalition Labor Agreement (CLA) constitutes the collective
2 bargaining agreement (Agreement) between King County (the County) and King County Regional
3 AFIS Guild (the Guild), the terms of which have been negotiated in good faith, between the County
4 and the Guild. This Collective Bargaining Agreement (Agreement) shall be subject to adoption by
5 County ordinance.

6 **ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT**

7 **Section 1.1** The intent and purpose of this Agreement is to promote the continued
8 improvement of the relationship between the County and its employees by providing a uniform basis
9 for implementing the right of public employees to join organizations of their own choosing, and to be
10 represented by such organizations in matters concerning their employment relations with the County
11 and to set forth the wages, hours and other working conditions of such employees in appropriate
12 bargaining units.

13 **Section 1.2** The CLA shall apply to the individual bargaining unit’s employees as follows:

14 A. The Preamble in its entirety.

15 B. All Superseding and non-superseding provisions, unless otherwise noted in this
16 Appendix or in the CLA.

17 C. The following CLA article does not apply to this bargaining unit:

18 Article 18 “Job Posting”

19 **ARTICLE 2: GUILD RECOGNITION AND ROSTER**

20 **Section 2.1.** The County recognizes the Guild as representing all non-commissioned
21 professional employees in the King County Sheriff’s Office in the AFIS section, excluding
22 administrative employees, information technology employees, Photo Lab employees, commissioned
23 officers, confidential employees, supervisors, and all other employees pursuant to the Public
24 Employment Relations Commission (PERC) Decision 11697 (PECB, 2013). Relevant job
25 classifications are listed in attached Addendum A (Wage Rates). The parties, in recognition of the
26 PERC’s decision and its application to the County, agree that the bargaining unit description applies
27 to regular (full-time and part-time), probationary, term-limited temporary and temporary employees;
28 provided further, that there are certain employees who are assigned to work in the AFIS section that

1 are represented by other labor organizations.

2 **Section 2.2.** Term-limited temporary employees are eligible for wages found under Sections
3 6.1 and 6.6 and Addendum A, paid leaves under Article 4 and CLA Article 10 (Holidays), Article 5
4 and CLA Article 32 (Vacation Leave), CLA Article 31 (Sick Leave) and CLA Article 5 (Jury Duty,
5 except CLA 5.2), and insured benefits under CLA Article 25. Temporary employees are only eligible
6 for wages under Sections 6.1. No other provision in this Appendix or the CLA applies to temporary
7 employees or term-limited temporary employees unless specified.

8 **Section 2.3. Bargaining Unit Roster:** The County will transmit to the Guild a current listing
9 of all employees in the bargaining unit within thirty (30) business days of request for same but not to
10 exceed twice per calendar year. Such list shall include the name of the employee, classification and
11 salary.

12 **ARTICLE 3: RIGHTS OF MANAGEMENT**

13 **Section 3.1.** It is recognized that the County retains the right to manage its affairs and direct
14 the work force. Such functions of the County include, but are not limited to:

15 A. determining the mission, budget, organization, number of employees, and internal
16 security practices;

17 B. recruiting, examining, evaluating, promoting, training, transferring employees of
18 its choosing, and determining the time and methods of such action;

19 C. disciplining employees, including reprimand, suspension, demotion, or dismissal
20 of regular employees for just cause. When a transfer is used as a disciplinary sanction, it shall be
21 subject to the grievance procedure and just cause provisions of CLA Article 26 and CLA Article 27;

22 D. assigning and directing the work force;

23 E. developing and modifying class specifications;

24 F. determining the method, materials, and tools to accomplish the work;

25 G. designating duty stations and assigning employees to those duty stations;

26 H. reducing the work force;

27 I. establishing reasonable work rules;

28 J. assigning the hours of work;

1 **K.** taking whatever actions may be necessary to carry out the KCSO mission in case
2 of emergency;

3 **L.** changing, modifying, or implementing requirements with respect to uniforms worn
4 by employees;

5 **M.** requiring regular employees to serve a period of probation that does not exceed
6 one (1) year;

7 **N.** assigning bargaining unit work to any represented employee of the bargaining unit,
8 consistent with other provisions in this Agreement.

9 In agreeing to the above-listed rights of management, it is not the Guild’s intent to waive any rights it
10 may have by law to negotiate over mandatory subjects of bargaining, or the effects thereof.

11 **Section 3.2.** In prescribing policies and procedures relating to personnel and practices, and to
12 the conditions of employment, the County will comply with state law to negotiate or meet and confer,
13 as appropriate. However, the parties agree that the County retains the right to implement any changes
14 to policies or practices that are not mandatory subjects of bargaining. All of the functions, rights,
15 powers, and authority of the County not specifically abridged, deleted, or modified by this Agreement
16 are recognized by the Guild as being retained by the County.

17 **Section 3.3. Bi-weekly pay:** Employees shall be paid on a biweekly basis. The right to define
18 and implement changes to the bi-weekly payroll system is vested exclusively with the County,
19 including determining the Fair Labor Standards Act (FLSA) workweek.

20 **Section 3.4. Civil Service and Career Service:** The County retains the right to bargain
21 changes or effects, to the extent required by law, to King County Civil Service Rules and Career
22 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be
23 discussed in labor/management meetings or any forum acceptable to the parties.

24 **Section 3.5. Early Intervention Systems (EIS):** Consistent with the authority retained in
25 Section 3.1, KCSO has the right to develop and implement an EIS system according to its policies
26 and procedures.

27 **Section 3.6. Performance Review:** Consistent with the authority retained in Section 3.1,
28 KCSO has the right to develop and implement a performance evaluation system according to its

1 policies and procedures.

2 **Section 3.7. Office of Law Enforcement Oversight:** The parties have fully negotiated all
3 bargaining obligations regarding King County Ordinance 18500 and King County Code 2.75. The
4 parties further agree that the Employer has the right to create, develop, implement or modify policies
5 and procedures for the Office of Law Enforcement consistent with County Ordinance 18500 and
6 King County Code 2.75.

7 **Section 3.8. Scheduling/Attendance System:** The County has a right to implement or
8 change software used to manage scheduling, attendance, and overtime. Where it is necessary to
9 standardize procedures in order to use the software effectively, the procedures used will be consistent
10 with the terms of this agreement or upon mutual agreement between the County and the Guild.

11 **ARTICLE 4: HOLIDAYS**

12 **Section 4.1.** Employees covered by this Labor Agreement shall be eligible for holidays with
13 pay pursuant to Article 10 of the CLA, except as modified below.

14 **Section 4.2. Date of Observance:** Employees who work in a unit which is staffed by AFIS
15 twenty-four hours a day, seven days per week (such as Tenprint Examiner and Jail ID units) shall
16 observe the following five (5) holidays on the specific dates listed below. For these specific named
17 holidays, overtime will be paid only on the dates listed below:

| Holiday | Date of Observance and Overtime Payment |
|------------------|---|
| New Year’s Day | First of January |
| Juneteenth | Nineteenth of June |
| Independence Day | Fourth of July |
| Veteran’s Day | Eleventh of November |
| Christmas Day | Twenty-fifth of December |

Section 4.3. Date of Observance for non 24/7 Operations: The following rules shall apply for the observance of holidays for employees working in a non 24/7 operating position:

| Day of Holiday | Employee Regularly Scheduled? | Day Holiday Observed |
|----------------|-------------------------------|----------------------|
| Saturday | No | Friday |
| Saturday | Yes | Saturday |
| Sunday | No | Monday |
| Sunday | Yes | Sunday |

All employees shall only receive payment once per single holiday.

Section 4.4. If Holiday falls on furlough: If a holiday (as defined in CLA Article 10) falls on an eligible employee’s furlough day, the employee is entitled to either schedule eight (8) hours off some other time (to be scheduled like vacation) or to receive an extra eight (8) hours pay at the employer’s option.

Section 4.5. Holiday Overtime Payment: All employees shall take holidays on their designated day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall receive up to eight (8) hours straight time holiday pay (prorated to reflect their normal workweek), plus time-and-one-half their hourly rate of pay for all hours worked on a shift that begins on a holiday.

Section 4.6. Holiday Pro-Rata Benefits: Part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work day.

Section 4.7. “4-10” Employees: The employee may request to work a 5-8 schedule on weeks which have a holiday, or KCSO may adjust the employee to a 5-8 schedule with two weeks’ notice as provided for in Section 8.2. For employees who work ten (10) hours on a holiday, they will receive eight (8) hours Holiday Pay (one and one-half times the hourly rate of pay) and two (2) hours of straight time.

ARTICLE 5: VACATION LEAVE USAGE

Section 5.1. Employees covered by this Labor Agreement shall be eligible for vacation leave with pay pursuant to Article 9 and Article 32 of the CLA, in addition to the below provisions.

Section 5.2. Leave Increments: Vacation may be used in one-quarter (1/4) hour increments.

1 **Section 5.3. Vacation Preference:** Vacation approvals for requests made prior to April 1st
 2 of each calendar year (for dates beginning April 1, through the following March 31) shall be made on
 3 the basis of classification seniority within each unit. Vacation requests submitted on or after April 1st
 4 shall be granted dependent upon operational requirements and on a first-come, first-served basis.
 5 Vacation requests should be submitted at least 3 calendar days prior to the vacation start date.
 6 Requests made with less than three (3) calendar days-notice shall be considered and will not be
 7 unreasonably denied, if staffing availability permits approval of the request. Employees who are
 8 transferred involuntarily, and who have already had their vacation request approved as specified
 9 above, will be allowed to retain that vacation period regardless of their seniority within the new unit
 10 to which they are transferred. In essential units with minimum staffing requirements, one vacation
 11 request per shift will be approved and, if overtime coverage is required, voluntary or mandated
 12 overtime coverage will be provided. Additional requests for vacation will be approved under the
 13 following circumstances:

14 a) if no overtime coverage is required to meet minimum staffing levels, or

15 b) if overtime coverage is required to meet minimum staffing levels and voluntary overtime
 16 coverage is available. Minimum staffing levels for all units will be determined by management (as set
 17 forth in Article 3 of this Appendix). The unit supervisor and management will consider and
 18 periodically review workload trends and unit statistics to ensure minimum staffing levels are
 19 adequate to meet anticipated and ongoing and/or changing operational needs.

20 **Section 5.4 Inclement Weather:** In situations involving “unusual occurrences” and/or
 21 inclement weather, the published standard KCSO policy and “County Operations During Emergency
 22 Situations and Inclement Weather” Bulletin Number: 2011-0009, as amended, will be followed.

23 **ARTICLE 6: WAGE RATES**

24 **Section 6.1. Rates of Pay:** All wage rates in effect for the classifications listed in Addendum
 25 A receive increases in accordance with the CLA.

26 **Section 6.2. Lead Worker Pay:** An employee assigned, in writing, by the Sheriff/designee to
 27 perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than
 28 their hourly base rate of pay, as defined in Section 7.1, for all time so assigned.

1 A. Assignment of “lead worker” will not confer on an employee any privilege, right
2 of appeal, or right of position, transfer, demotion, promotion, reinstatement, or any other right. An
3 assignment may be revoked at any time at the sole discretion of the Sheriff/designee. At such time as
4 the “lead worker” designation is removed, the employee’s compensation reverts to the rate received
5 prior to the designation. When revocation of lead worker pay is used as a disciplinary sanction, it
6 shall be subject to the grievance procedure and requirements of just cause.

7 **Section 6.3. Salary on Promotions:** Any regular employee who is promoted to a higher
8 classification shall receive the beginning step for the higher classification or the next higher salary
9 step as would constitute a minimum of a five percent (5%) increase over their base rate salary
10 received prior to the promotion.

11 **Section 6.4. Employee Incentive/Career Development:**

12 **A. Training**

13 1) The Sheriff/designee has the right to assign, in writing, an employee to train
14 other employees, perform group training, and/or develop plans and processes to meet training needs.
15 Employees who are selected to train must, in the KCSO’s view, meet staffing and operational needs,
16 have the necessary skills or abilities to conduct one-on-one training or in the case of group training
17 the necessary skills/training to assess training needs, develop training plans, and to track whether
18 training needs have been met. When an employee is assigned in this capacity one (1) full day or
19 more, such employee will be paid five percent (5%) above their base pay, as defined in Addendum A,
20 for that day or days, under the following conditions:

21 a) The employee submits a timely request for training pay under this
22 section. Requests should be submitted consistent with KCSO policies and procedures, and if
23 possible, should be submitted within the pay period in which the training time is worked:

24 b) Leads and those whose primary job duty is training, are not eligible
25 for this premium.

26 **B. Education**

27 1) The KCSO will pay to the qualified employee a premium of forty five -
28 sixty five dollars (\$45to \$65) per month (see below), provided that the employee has obtained an

1 Associate’s, Bachelor’s, or Master’s degree from any accredited college or university. Such premium
 2 will not be paid if the degree constitutes a minimum requirement of the position. The employee will
 3 receive a premium for only the highest degree held.

| | | |
|--------------------|-----------------|--------------------|
| 4 Associate Degree | (2 year Degree) | \$45 month premium |
| 5 Bachelor Degree | (4 year Degree) | \$55 month premium |
| 6 Master Degree | | \$65 month premium |

8 2) This section is subject to the grievance procedure.

9 3) Employees working in job classifications in the KCSO, who were receiving
 10 the education premium prior to May 1, 2025 shall continue to receive education pay. No other
 11 employees shall be eligible for this education premium.

12 **Section 6.5. Longevity Pay:** Employees working in job classifications in the KCSO, who
 13 were receiving longevity pay prior to July 23, 2015, shall continue to receive longevity pay, including
 14 future longevity step increases, provided that they have not reached the top longevity step of twelve
 15 (12) years (\$82.25), and so long as they were hired prior to December 14, 1992.

16 A. Those eligible employees, as outlined above, shall earn longevity as follows:

| | |
|---|-------------------|
| 17 During the 7th and 8th year of service | \$20.50 per month |
| 18 During the 9th and 10th year of service | \$41.25 per month |
| 19 During the 11th and 12th year of service | \$61.50 per month |
| 20 After 12 years of service | \$82.25 per month |

21 B. Longevity shall be paid beginning from the first of the month following the month
 22 the employee first qualified for the program.

23 **Section 6.6. Shift Differentials:** The value of the shift differential has been rolled over into
 24 the base wage of bargaining unit employees who previously received such differential, and is
 25 included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employee shall
 26 receive shift differential as a separate premium.

27 **Section 6.7. Reinstated Employees:**

28 A. **Reinstatement Within One (1) Year:** Employees who are reinstated pursuant to

1 Civil Service Rules within one (1) calendar year of the date they left County service shall, upon
2 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion
3 of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the
4 same salary step that they were on when they left service plus any step advancement due for the
5 addition of the current service.

6 **B. Reinstatement Within Two (2) Years:** Employees who are reinstated pursuant to
7 Civil Service Rules within two (2) calendar years but after one (1) calendar year shall, upon
8 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion
9 of twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for
10 which employees receive a step increase after six (6) months of service) they shall be compensated at
11 the equivalent of the same salary step that they were on when they left service plus any step
12 advancement due for the addition of the current service.

13 **Section 6.8. Personnel Guidelines:** The parties have adopted the County's 2005 Personnel
14 Guidelines as agreed to by the coalition of unions. The results of said agreement that are not in
15 conflict with this Agreement are hereby incorporated.

16 **Section 6.9. Certification Premiums:** Employees are eligible to receive the following
17 premium pays upon written certification by the International Association for Identification (IAI) in
18 the following areas, or other certifying body approved by KCSO, provided:

19 **A.** Upon written request, KCSO will reimburse eligible and qualified employees for
20 up to one testing/application fee per year to certify or recertify for an approved certification.
21 Reimbursement will be made after taking the test, but is not dependent on a passing score.

22 **B.** The employee must submit a written request for premium with written verification
23 of certification using the process prescribed by the KCSO. Premiums will be prospective from the
24 date of request. No retroactive payments will be made.

25 **C.** The employee may receive only one premium for which the employee qualifies.

26 **D.** Premium payments cease when certification expires. The employee must be
27 recertified and submit a new request to the KCSO to continue receiving a premium upon
28 recertification.

| Certification Premiums | | |
|--------------------------|------------------------|----------------|
| Certification | Eligibility | Amount |
| Tenprint Examiner | Tenprint Examiners | \$40 per month |
| Latent Print Examiner | Latent Print Examiners | \$50 per month |
| Crime Scene Investigator | Processing Technicians | \$30 per month |

Section 6.10. IAI Membership Dues: Upon request of the employee, the County will pay employees' individual annual membership dues to either the local or parent body IAI but not both.

ARTICLE 7: OVERTIME

Section 7.1. Overtime: Contractual daily overtime shall be paid to employees whose actual hours worked are more than their regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in effect at the time the overtime work is performed. Contractual weekly overtime shall be paid to employees for all actual hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. "Actual hours worked" excludes all sick leave and Paid Parental Leave.

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

Section 7.2. Off-Duty Training, Meetings, or Court Appearances: The provisions of this section apply only for the purposes of mandatory training, meetings, or court appearance events outside of scheduled work hours. A minimum of four (4) hours of pay at the contractual overtime rate shall apply to employees required to attend events while on furlough or vacation, or when required to return to work outside of regularly scheduled work hours. If the event is directly before or after a shift, and extends a regularly scheduled work day, it will be considered a shift extension and employees will be compensated for the amount of time spent before or after their shift.

1 **Section 7.3. Overtime Authorization:** All overtime shall be authorized by the
2 Sheriff/designee in writing.

3 **Section 7.4. Minimum Standards Set By Law:** If any provision of this article conflicts with
4 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the FLSA, then
5 those minimum standards shall apply.

6 **Section 7.5. FLSA WorkWeek:** For purpose of calculating the forty (40) hour workweek
7 overtime period, as provided under Section 7.1, the FLSA workweek is Saturday to Saturday (i.e., the
8 last moment of Friday and the first moment of Saturday). The County agrees to bargain the impact if
9 it changes the FLSA workweek as provided under Section 3.3.

10 **Section 7.6. Compensatory Time:** In lieu of overtime pay, an FLSA non-exempt employee
11 may request, in writing, prior to working the overtime, compensatory time at the rate of time and one
12 half (1-1/2) for each hour of overtime that was worked; provided, use of all compensatory time must
13 be authorized by Sheriff/designee. If an employee's request for use of compensatory time is denied,
14 the overtime work will be compensated with overtime pay. A denial of a request to be compensated
15 for overtime hours worked with compensatory time rather than overtime pay is within the discretion
16 of the Sheriff/designee and is not subject to the grievance procedure of this Agreement, but may be
17 discussed in labor management meetings. For example, the accrual of compensatory time may not be
18 approved in lieu of overtime pay when the overtime worked is backfill coverage for someone already
19 on compensatory leave.

20 Under normal conditions, the following conditions will apply to the use of compensatory
21 time:

22 **A.** A maximum of sixty (60) straight time hours may be accrued at any given time in
23 a renewable bank.

24 **B.** All overtime hours worked by an employee whose compensatory time balance is
25 already at the above-referenced maximum will be compensated with overtime pay.

26 **C.** Compensatory time must be used during the calendar year in which it is accrued
27 unless this is not feasible due to work demands. The employee may then request, and the department
28 director may approve, the carryover of a maximum of 60 hours of accrued compensatory time.

1 D. Employees will be paid in the pay period that includes December 31 for all
2 accrued compensatory time not carried over into the following year.

3 E. Compensatory hours that have been carried over must be used within the first
4 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

5 F. Compensatory time must be accrued before it is requested. Once compensatory
6 time is approved, it will not be rescinded unless the employee has insufficient accrued compensatory
7 time to cover the absence.

8 G. When an employee requests to use accrued compensatory time, compensatory time
9 will be treated equivalent to vacation leave. When such a request is submitted, it will be granted
10 within a reasonable period of time after such request, unless to do so will “unduly disrupt” the
11 operations of the KCSO.

12 H. The parties share an interest in keeping both the cost and administrative burden of
13 compensatory time to a minimum. Both factors will be evaluated at the end of the Agreement.

14 **Section 7.7. Voluntary Training:** Employees who request training on a voluntary basis will
15 not be paid for study time associated with said training, nor will overtime compensation be paid for
16 workdays that extend beyond the normal contractual workday if said workday is part of the normal
17 training schedule; provided, however, employees who are required to attend by the KCSO will be
18 paid their hourly base rate of pay for attending training plus any overtime, if applicable, pursuant to
19 the overtime provisions of this Agreement. The County and Guild agree that maintaining and
20 building on an employee’s skills and knowledge is beneficial to providing quality services to the
21 public. Therefore, employees are encouraged to take advantage of opportunities available, and the
22 county will make every effort to allow employees reasonable time to attend training sessions in their
23 field. Employees shall be paid their hourly base rate of pay while attending approved and job-related
24 training. In addition, the county shall provide (in house or otherwise), at no cost to eligible staff (as
25 defined in Section 6.9), the amount and type of training required to maintain IAI certification in their
26 fields.

27 If an employee seeks professional development opportunities under CLA Article 12, they
28 must seek advance approval for scheduling and time away from work.

1 **Section 7.8.** Overtime-eligible employees who receive work related calls at home on their off
2 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
3 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

4 **ARTICLE 8: HOURS OF WORK**

5 **Section 8.1. Work Schedules:** The working hours of full-time employees shall be forty (40)
6 hours per week. Except during the week in which a shift rotation occurs, the standard workweek will
7 generally consist of five (5) consecutive work days, not to exceed eight (8) hours each day, followed
8 by two (2) consecutive days off. Alternative compressed work-week schedules may consist of: four
9 (4) ten (10) hour work days scheduled with at least two (2) consecutive furlough days; or a
10 combination of three (3) twelve (12) hour days and one four (4) hour day, scheduled with 3
11 consecutive furlough days. During a shift rotation the standard workweek may vary; however, all
12 overtime shall be paid pursuant to the terms of Article 7 in this Appendix.

13 **Section 8.2.** The establishment of reasonable work schedules and starting times is vested
14 solely within the purview of the KCSO and may be changed from time to time provided a two (2)
15 calendar week prior notice of change is given; except, in those circumstances over which the KCSO
16 cannot exercise control; provided, the required two (2) calendar week notification period shall not
17 commence until the employee has received verbal or written notification of the proposed change.

18 **A.** KCSO will establish schedules to meet the dictates of the work load; however,
19 nothing contained herein will permit split shifts.

20 **B.** For employees receiving paid meal periods and/or intermittent rest periods (ID
21 Technician, Processing Technician, and TPE classification), this agreement specifically supersedes in
22 total the State provisions regarding meal and rest periods for Employees, and as such, these
23 employees do not receive a designated meal or rest period.

24 **C.** Employees receiving paid meal periods are expected to remain “on duty” and
25 available for assignment during the duration of their shift. If an employee needs to leave the work
26 site or otherwise become unavailable during their shift, they must get approval from a supervisor who
27 will authorize appropriate leave or trade time.

28 **Section 8.3. Minimum Standards:** If any provision in this article shall conflict with the

1 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

2 **Section 8.4. Employee Requests:** Work schedules may be altered, upon written request of
3 the employee, to a flex schedule, or an alternative schedule mutually agreed upon by the employee
4 and the Sheriff/designee, for so long as the parties agree in writing.

5 **Section 8.5. Job Sharing:** If two (2) employees in the same job classification and work site
6 wish to job share one (1) full-time position, they shall submit such a request in writing to their
7 immediate supervisor. The request shall be transmitted to the Sheriff/designee. The Sheriff/designee
8 shall have ninety (90) calendar days from the date they receive the request to review the request and
9 either approve or deny the request for job sharing. Employees who job share one (1) full-time
10 position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as
11 other half-time County employees. In the event that one of the job-sharing employees terminates
12 their employment (voluntarily or involuntarily), the County shall have the following options:

13 A. No change to the situation, allowing a half-time position to continue.

14 B. Fill the vacant half-time position with temporary help.

15 C. Expand the half-time position to a full-time position, as long as the employee is
16 given sixty (60) calendar days notice of the employer's intent to so expand.

17 **Section 8.6. Shift Bidding:** Once a year in an annual bid, employees will be able to select
18 their preferred shift in order of seniority; provided, however, that the Sheriff/designee may reassign
19 such employees for legitimate operational needs or for cause. In units that rotate shifts during the
20 year, the shift bid will be routed by seniority as many times as needed, with each employee selecting
21 one shift per routing. Changes in the number of shift rotations per year in each unit shall be
22 bargained with the Guild.

23 **ARTICLE 9: MISCELLANEOUS**

24 **Section 9.1. Civil Service Hearings, Labor Arbitrations, PERC Hearings:** Employees who
25 may be called to testify, or are required to attend in their official Guild capacity, in proceedings
26 before the Civil Service Commission, the Public Employment Relations Commission, or a Labor
27 Arbitration may be allowed to attend without loss of pay provided prior permission is granted by the
28 Sheriff/designee, and no overtime is incurred. No more than one (1) employee will be granted

1 permission to attend proceedings in their official Guild capacity without loss of pay.

2 **Section 9.2. Guild Business:** The Sheriff/designee shall afford Guild representatives a
3 reasonable amount of time while on on-duty status to consult with appropriate management officials
4 and/or aggrieved employees, provided that the Guild representative and/or aggrieved employees
5 contact their immediate supervisors, indicate the general nature of the business to be conducted and
6 request necessary time without undue interference with assignment duties. Time spent on such
7 activities shall be recorded by the Guild representative on a time record provided by AFIS
8 management . With management approval, the President and Vice Presidents of the Guild shall be
9 allowed to flex their work schedules so as to perform the above duties on work time. Guild
10 representatives shall guard against use of excessive time in handling such responsibilities. Approval
11 to conduct Guild business on work time shall not result in any additional expense to the County, such
12 as overtime, backfill overtime, parking fees, or mileage reimbursement.

13 **Section 9.3. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
14 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
15 department expense, not to exceed one-hundred fifty dollars (\$150).

16 **Section 9.4. Jury Duty:** Is pursuant to the CLA Article 5, except as modified below.

17 **A.** An employee required by law to serve on jury duty shall continue to receive their
18 salary and shall be relieved of regular duties and assigned to a 5/8 day shift (five days a week, eight
19 hours a day) for the period of time necessary for such assignment. If they have four (4) hours or
20 more left on their shift at the completion of the jury duty assignment for the day, they shall report to
21 their work location and complete the day shift. Once the employee is released for the day, or more
22 than one (1) day, then the employee is required to contact the supervisor who will determine if the
23 employee is required to report for duty, provided however such release time is prior to 1:00 p.m. If
24 an employee is released after 1:00 p.m. they shall not be required to report for work on that particular
25 day.

26 **B.** When the employee is dismissed from jury duty (completion of jury duty
27 assignment) the employee is required to contact his/her supervisor immediately. The supervisor will
28 instruct the employee when to report to work; provided, there must be a minimum of twelve (12)

1 hours between the time the employee is dismissed from jury duty and the time they must report for
2 regular duties.

3 **Section 9.5. Essential/Mission Critical Personnel:** The KCSO will notify those employees
4 determined to be essential/mission critical personnel with the goal of including as few non-
5 commissioned employees as reasonably necessary to meet the needs of the County and the KCSO.

6 **Section 9.6. The Guild Negotiating Committee:** Employees who serve on the Guild
7 Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the
8 County provided that the compensated represented employees of the Guild Negotiating Team shall be
9 comprised of three (3) represented employees or less; and provided further, that prior approval is
10 granted by the Sheriff/designee. Approval for time off shall not result in any additional expense to
11 the County, such as overtime, backfill overtime, parking fees, or mileage reimbursement. The parties
12 shall make every effort to schedule bargaining in a virtual format to avoid expenses to the County
13 such as overtime, backfill overtime, parking fees or mileage reimbursement.

14 **Section 9.7. Probationary Period:** All new and reinstated regular employees serve a
15 probationary period of up to one (1) year from the date of their appointment. During this period, the
16 employee is evaluated as a part of the final selection process. Appointment to a Civil Service or
17 Career Service position is not considered final unless the employee successfully completes a
18 probationary period. To the extent permitted by law, the probationary period may be automatically
19 extended for absences from work, or any period during which the employee cannot perform the
20 essential functions of the job, day for day after 10 (ten) work day absences.

21 **A.** Civil Service employees who are promoted or demoted, including voluntary
22 demotions, serve a probationary period from the date of their change in status. The probationary
23 rules relating to such period are covered by King County Civil Service Rules.

24 **Section 9.8. Off Duty Employment:** Off-duty employment will be governed by applicable
25 Standard Operating Procedures and any revisions to mandatory subjects thereto as agreed upon by the
26 Guild and the County.

27 **Section 9.9. Uniforms:** Uniformed positions will have items provided in the following
28 manner:

1 ● Uniform shirts are provided and required for Identification Technicians and
2 Processing Technicians. A pant option will be provided for Processing Technicians, but is not
3 required.

4 ● Up to four items from an approved list will be provided upon hire or transfer from a
5 non-uniformed position. Following probation, up to two additional items will be provided annually
6 in the first quarter of the year.

7 Items damaged in the course of duty (not normal wear and tear) shall be repaired and replaced
8 by the department upon submission of the damaged uniform item and a written statement
9 documenting the cause of damage. The department has the right to change any or all of the uniforms
10 worn by its uniformed employees.

11 **Section 9.10. Personnel Files:** Material placed into the employee’s human resources
12 personnel file relating to job performance or personal character shall be brought to the attention of the
13 employee prior to placement in the file. The employee shall have the right to insert documentation
14 into the file(s) that responds to said material. Supervisory files that are maintained may not be relied
15 on or used for any purpose relating to employee discipline.

16 **Section 9.11.** The Guild retains its legal duty of fair representation to its members and
17 therefore also retains its right to arbitrate grievances through the final step of the grievance
18 procedure. Grievances filed specifically under CLA Article 38 may only proceed to Step three (3).

19 **ARTICLE 10: NON-DISCRIMINATION**

20 Pursuant to CLA Article 38 Equal Employment Opportunity.

21 **Section 10.1.** The parties agree that personnel actions may be taken to accommodate
22 disabilities, as may be required under the Americans with Disabilities Act (ADA), or Washington
23 Law Against Discrimination (WLAD) and that such an accommodation under the ADA or (WLAD)
24 shall take precedence over any conflicting provisions of this agreement.

25 **Section 10.2.** Grievances under CLA Article 38 may proceed through Step 3 only and may
26 not go to arbitration. The employee’s right to file a complaint with an administrative agency under
27 the appropriate County, State, or Federal law is not limited by CLA Article 38 but such rights are
28 subject to the appropriate statutes of limitations contained in such laws.

1 **ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 11.1. No Work Stoppages:** The County and the Guild agree that the public interest
3 requires efficient and uninterrupted performance of all County services, and to this end pledge their
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this agreement and should same occur, the Guild agrees to take
8 appropriate steps to end such interference. Any concerted action by any employees in any bargaining
9 unit shall be deemed a work stoppage if any of the above activities have occurred.

10 **Section 11.2. Guild Responsibilities:** Upon notification in writing by the County to the
11 Guild that any of its represented employees are engaged in a work stoppage, the Guild shall
12 immediately, in writing, order such represented employees to immediately cease engaging in such
13 work stoppage and provide the County with a copy of such order. In addition, if requested by the
14 County, a responsible official of the Guild shall publicly order such represented employees to cease
15 engaging in such a work stoppage.

16 **Section 11.3. Disciplinary Action:** Any employee who commits any act prohibited in this
17 article will be subject to the following action or penalties:

- 18 A. Discharge.
- 19 B. Suspension or other disciplinary action as may be applicable to such employee.

20 **ARTICLE 12: REDUCTION-IN-FORCE**

21 **Section 12.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall
22 be laid off according to inverse seniority within the classification, with the employee with the least
23 time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff
24 within the KCSO with the same classification seniority, the Sheriff/designee will determine the order
25 of layoff based on employee performance; provided, no regular or probationary employee shall be
26 laid off while there are temporary employees serving in the classification or position for which the
27 regular or probationary employee is eligible and available. Each regular employee will have an
28 adjusted service date based on their length of service within their classification and KCSO.

1 **Section 12.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
 2 probationary employee may on the basis of classification seniority, bump the least senior employee in
 3 any lower level position (within the KCSO and bargaining unit) formerly held by the employee
 4 designated for layoff, provided that the employee exercising their right to bump has more seniority in
 5 the classification than the employee who is being bumped.

6 **Section 12.3. Re-Employment List:** The names of laid off employees will be placed in order
 7 of layoff (with the employees with the most seniority as defined above placed at the top of the list) on
 8 a Re-employment List for the classification previously occupied. The Re-employment List will
 9 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever
 10 occurs first.

11 **ARTICLE 13: PRODUCTIVITY STANDARDS**

12 **Section 13.1.** Work procedures, including production standards may be established and
 13 revised from time-to-time by the County. Notwithstanding this fact, the County and Guild expressly
 14 agree to establish a joint labor management committee to review and evaluate the efficacy and
 15 appropriate level of production standards, including methods of communication related to production
 16 standards, in an effort to enhance unit effectiveness and improve employee productivity and morale.
 17 Any changes to production standards shall be discussed in the labor management committee and any
 18 change that impacts a mandatory subject is subject to negotiations in accordance with the law.

19 **Section 13.2.** The County will take into consideration overall workload, types of cases,
 20 approved leaves, and time availability for individual employees. The County acknowledges that any
 21 productivity standards are only a starting point in assessing an employee’s productivity, and that
 22 other factors listed above will be considered in the overall assessment.

23 **ARTICLE 14: TRANSFERS AND PROMOTIONAL OPPORTUNITY**

24 **Section 14.1. Transfers:** Identification Technicians, Tenprint Examiners, and Processing
 25 Technicians may submit written requests for transfer or reassignment between work units. Such
 26 requests shall be given full consideration by KCSO.

27 **Section 14.2. Professional Opportunities:** CLA Provisions in Article 18 regarding Job
 28 Postings shall not apply to this bargaining unit. Bargaining unit employees may apply for other

1 professional_opportunities within the KCSO. If after applicable Civil Service and County testing,
 2 there is no bargaining unit employee(s) within the top-scoring pool of applicants to be considered
 3 under the County’s application of relevant Civil Service rules, then the highest scoring bargaining
 4 unit employee(s) who has successfully made the Civil Service list shall be added to the pool of
 5 applicants eligible for consideration. Should there be a tie for highest score in that situation, such
 6 employee(s) shall be placed in the pool.

7 **ARTICLE 15: PERFORMANCE EVALUATION APPEALS**

8 **Section 15.1.** If an employee challenges the fairness or accuracy of their annual performance
 9 evaluation, the evaluation may be appealed by the employee in writing within fourteen (14) calendar
 10 days of the employee’s receipt of such evaluation. It will then be discussed/reviewed between the
 11 applicable Operations Manager and the employee. If a suitable solution cannot be reached, the
 12 employee may appeal to the Division Chief. At each step of the process, the employee shall have
 13 fourteen (14) calendar days in which to appeal to the next step in writing (from the date of receipt of
 14 the decision, or expiration of the timeframe). The Division Chief review should result in a written
 15 determination within fourteen (14) calendar days of receiving the issue. If the employee disagrees
 16 with the final result, they may prepare a rebuttal statement to be included in the personnel file with
 17 the evaluation, or proceed with the third step in the appeal process. The third and final step in the
 18 appeal process is a hearing before a panel of three that includes: A department representative, labor
 19 representative, and a representative from the King County Office of Alternative Dispute Resolution.
 20 The employee will provide copies of the evaluation at issue, related documents and correspondence,
 21 and outline the specific sections of the evaluation and reasons for appeal.

22 **Section 15.2.** The employee must specifically point out to the panel which parts of the
 23 evaluation are being appealed. A copy of the evaluation and identification of the specific portions of
 24 the evaluation that are the subject of the appeal shall be provided via email to panel members in
 25 advance of the hearing, as agreed by the panel. Additional documentation may be provided by the
 26 reviewer or appellant for the panel’s consideration, and should be provided in advance of the hearing
 27 if possible.

1 **Section 15.3.** Anyone involved in the review of the appeal may not sit on the panel. The
2 employee shall be solely responsible for presenting their perspective of the appraisal to the panel.
3 The individual responsible for evaluating the employee shall be solely responsible for presenting their
4 perspective to the panel.

5 **Section 15.4.** The panel may issue an oral opinion at the time of the hearing, or deliver its
6 opinion in writing within fourteen (14) calendar_days to the parties via email. The panel reviews the
7 relevant evidence and votes to either modify the appraisal or preserve the original appraisal.

8
9 **For King County Regional AFIS Guild:**

10 Signed by:
11 
12 1DB300EAE9BB4A2

13 Mark Roberts
14 Guild President

15 **For King County:**

16 DocuSigned by:
17 
18 F13D0D1A78B842A...

19 Josh Marburger
20 Labor Relations Negotiator
21 King County Executive Office Labor Relations
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ADDENDUM A

WAGES AND STEP PROGRESSION

Union Code: AC1

| Job Class Code | PeopleSoft Job Code | Classification Title | Pay Range | Steps |
|--|----------------------------|---------------------------------|------------------|------------------------|
| 4401100 | 441504 | Tenprint Information Specialist | 43 | 1-2-3-4-5-6-7-8-9-10 * |
| 5231100 | 523103 | Identification Technician | 49 | 1-2-3-4-5-6 ** |
| 5235100 | 523801 | Processing Technician | 49 | 1-2-3-4-5-6 ** |
| 5231300 | 523702 | Tenprint Examiner | 49 | 1-2-3-4-5-6 ** |
| 5232100 | 523303 | Latent Print Examiner | 57 | 1-2-3-4-5-6 ** |
| * These Steps equate to Steps 1-2-3-4-5-6-7-8-9-10 on the King County “Squared” Table. | | | | |
| ** These Steps equate to Steps 1-2-4-6-8-10 on the King County “Squared” Table. | | | | |

1. Step Progression: Regular employees covered by this Agreement who start at step 1, shall advance from step 1 to step 2 upon successful completion of probation. Advancement to the next step following successful completion of probation is at management’s discretion if the employee is hired above Step 1. Thereafter on each January 1st, the employee will receive a step increase according to the wage addendum, provided the employee had successfully completed probation on or before September 30th until they have reached the top step of their range. For regular employees, progression to all steps above Step 2 is on the following January 1st, except that the second salary increase skips a January 1st when first salary increase is between October 1st and December 31st, inclusive. KCSO has the right to place employees on probation for a period of up to one (1) year.

2. Temporaries: Term-Limited Temporary Employees do not serve probation, and are not subject to a just cause requirement. Step increases for term-limited temporary are in accordance with the King County Contingent Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

3. New King County Career or Civil Service employees, who have relevant experience as temporary employees either as temporary or as term-limited temporaries with KCSO in the same classification to which they are hired, should be given appropriate credit for such prior service with respect to step placement.

4. The parties agree that KCSO has discretion to place employees with or without prior KCSO service in a classification at the step it believes is appropriate, consistent with other

1 Agreement provisions and King County rules. This applies whether the employee is a new employee,
2 a lateral hire, a new Civil Service or Career Service employee, a transfer or a promoted employee.

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ADDENDUM B

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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4 **1. Payment practice:** For as long as the KCSO is paid on a semi-monthly basis, the Guild
5 knowingly acknowledges that the County may reasonably pay as follows. Overtime pay and holiday
6 pay for hours worked on the 1st through the 15th will be paid by the 1st pay date of the following month
7 and for hours worked from the 16th through the end of the month by the 2nd pay date of the following
8 month. An employee who on the 1st through the 15th of a month submits a request for compensation in
9 accordance with KCSO’s policies for “acting” pay will be paid their pay by the 1st pay date of the
10 following month. If this request is submitted on the 16th through the end of the month, the pay will be
11 paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide
12 dispute as to the underlying pay.

13 **2. Authorized Employee:** KCSO will designate an employee responsible for the investigation
14 (“Authorized Employee”) and resolution of employee complaints regarding the payment of wages.
15 Written complaints will be submitted in accordance with KCSO’s policies. A response will be provided
16 to the employee within ten (10) business days from the date the complaint is received by the Authorized
17 Employee. If the employee complied with the KCSO’s policies regarding timely submission of their
18 pay request, and timely resubmission as necessary, the Authorized Employee will award one (1) hour of
19 straight time pay for each incident of overtime that is paid one (1) pay period beyond the date noted in
20 Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay
21 period up to a total maximum amount equal to the underlying pay at issue. If the employee does not
22 agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt
23 of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

24 **3. The Payroll Review Board:** The Payroll Review Board will consist of one (1) KCSO Chief
25 appointed by the Sheriff and one (1) Guild representative from the bargaining unit representing the
26 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board
27 the facts relating to the complaint. If the Board finds that the employee complied with the KCSO’s
28 policies regarding timely submission of their pay request, and timely resubmission as necessary, the
Board will award one (1) hour of straight time pay for each incident of overtime that is paid one pay
period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized
Employee, and may issue an appropriate additional remedy for late payment beyond one (1) pay period,
if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the
underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by

1 the Authorized Employee must be unanimous. A decision on each case presented to this Board must be
2 issued within five (5) business days of the presentation by the Authorized Employee. The Authorized
3 Employee will communicate the decision of the Board to the employee who filed the complaint. If the
4 Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a
5 mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review
6 Board is unable to agree on a third person, the winner of a coin toss will select the third person.

7 **4.** The remedies afforded in Paragraphs 2 and 3 do not apply if there is a bona fide dispute
8 concerning the underlying pay.

9 **5. Collective Bargaining Agreement:** The Payroll Review Process is separate from and not
10 subject to the grievance process outlined in the collective bargaining agreement covering the employees
11 represented by the Guild. Matters submitted to the Payroll Review Board may not be submitted to the
12 collective bargaining agreement’s grievance process. Disputes arising out of the collective bargaining
13 agreement, that meet the contractual definition of a “grievance”, remain subject to the contractual
14 grievance process.

15 **6.** This agreement, along with the collective bargaining agreement, as modified by this
16 agreement and relevant current MOUs modifying the collective bargaining agreement, constitute the full
17 and complete agreement between the parties with respect to payment of wages in the KCSO, and a
18 payroll dispute resolution process in the KCSO.
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ADDENDUM C
SICK LEAVE AND OVERTIME

1. The King County Sheriff’s Office has a longstanding past practice of including paid leave as “hours worked” for purposes of calculating hourly overtime compensation rates, but excluding paid sick leave from such calculation. The exclusion of sick leave in calculating this rate is mandated by the last sentence of Article 7 Section 1 (“Actual hours worked” excludes all sick leave.”).

2. Due to the payroll related difficulties of implementing this particular language with respect to the exclusion of sick leave from the overtime rate calculation, the parties agree to a temporary suspension of this language.

3. The effect of this temporary suspension is that the hourly overtime rate for members of this bargaining unit will assume “Actual hours worked” include paid sick leave.

4. This agreement does not constitute a change in contract language, but merely a temporary change in practice, or a suspension of the contract language in question. The “status quo,” for purposes of collective bargaining, remains the current language found in Article 7 Section 1.