

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

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**KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
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.

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

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

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 receipt of the completed reclassification request form at Compensation and Classification Services in the Department of	The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.

	Human Resources.	<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	Employees are eligible for executive leave while in a FLSA exempt special duty assignment	The employee must use accrued executive leave while in the special duty

	<p>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>	<p>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.</p>
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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 September 26, 2025. 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, 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

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

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
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

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

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 _____, 2025.

By: _____
King County Executive

For The King County Coalition of Unions:

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

Date

For The King County Coalition of Unions:

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

Date

For The King County Coalition of Unions:

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 October 31, 2025, and who are employed with the County remaining in that base or SDA union signatory position on January 1, 2026.

B. Employees who were employed on October 31, 2025, but retire, are laid off, deceased or are medically separated prior to the end of the first pay period following January 1, 2026, 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 January 1, 2026, 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, 2025, and are currently negotiating a successor agreement. 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 successor agreement. 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

Date

Michael Gonzales
Coalition Co-chair

Date

For King County:

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

Date

**Coalition Labor Agreement (CLA) - Appendix for [080]
 Agreement Between King County
 And
 Washington State Council of County and City Employees, Council 2, Local 21AD
 Department of Adult & Juvenile Detention (D2)**

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1 **ARTICLE 1: POLICY AND PURPOSE**

2 **Section 1.1. Policy.** These Articles, together with the Coalition Labor Agreement (CLA)
3 constitute an Agreement, the terms of which have been negotiated in good faith between King
4 County (the County) and the Washington State Council of County and City Employees, Council 2,
5 Local 21AD (the Union). This Agreement shall be subject to approval by ordinance by the
6 Metropolitan King County Council (the Council) of King County Washington. If the parties
7 discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the
8 parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

9 **Section 1.2. Purpose.** The intent and purpose of this Agreement is to promote the continued
10 improvement of the relationship between King County and its employees represented by the Union,
11 and to set forth the negotiated wages, hours, and working conditions of such employees in this
12 bargaining unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the
13 individual bargaining unit’s employees as follows:

14 A. All CLA superseding and non-superseding provisions, unless otherwise noted in
15 this Appendix or in the CLA.

16 **Section 1.3. Equal Employment Opportunity Grievances.** Alleged violations of Coalition Labor
17 Agreement (CLA) Article 39 Equal Employment Opportunity may be the subject of a grievance filed
18 up to and including Step 3 of the grievance procedure set forth in Article 26 of CLA. Under no
19 circumstances shall grievances alleging a violation of this provision be subject to the arbitration
20 clause of Article 26 of the CLA.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 2.1. Membership.** The County recognizes the Union as the exclusive bargaining
3 representative for all regular full-time and regular part-time bargaining unit members of the Court
4 Services and Inmate Management Services sections within the Department of Adult and Juvenile
5 Detention whose classifications are listed in Article 11, Wages.

6 **Section 2.2. Temporary Employees.** Temporary employees shall be defined as per King
7 County Code, as amended. Temporary employees are supplementary to the regular work force and
8 shall not be used to supplant regular employees or undermine the integrity of the master schedule.

9 **Section 2.3. Employment Lists.** The County will transmit to the Union a current listing of
10 all employees in the bargaining unit within thirty (30) calendar days of request for same but not to
11 exceed twice per calendar year. Such list shall include the name of the employee, classification,
12 department, salary, and date of hire.

13 **Section 2.4. No Work Stoppages.** The County and the Union agree that the public interest
14 requires efficient and uninterrupted performance of all County services and, to this end, pledge their
15 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
16 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
17 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
18 County functions by employees under this Agreement and, should same occur, the Union agrees to
19 take appropriate steps to end such interference. Any concerted action by any employees in the
20 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

21 **Section 2.5. Responsibility of the Union.** Upon notification in writing by the County to the
22 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in
23 writing, order such members to immediately cease engaging in such work stoppage, and provide the
24 County with a copy of such order. In addition, if requested by the County, a responsible official of
25 the Union shall publicly order such member to cease engaging in such a work stoppage.

26 **Section 2.6. Penalties for Work Stoppage.** Any employee who commits any act prohibited
27 in this Article shall be considered absent without authorized leave and shall be considered to have
28 resigned.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 3.1. File Review by Member.** Any bargaining unit member shall have the right to
3 examine their own departmental personnel files. Reasonable requests for copies of material
4 contained in personnel files will be approved. The parties recognize that it may become necessary to
5 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,
6 at the rate established by County Council ordinance.

7 **Section 3.2. File Review by the Union.** With written permission from the employee, the
8 Union representatives shall have the right to examine the bargaining unit member's departmental
9 personnel file.

10 **Section 3.3. No Secret Files.** There shall be no secret files on any bargaining unit member.
11 Material placed into the employee's departmental personnel file relating to job performance or
12 personal character shall be brought to their attention prior to placement in the file. The employee
13 may request that their own documentation be attached to any related document placed in their
14 personnel file.

15 **Section 3.4.** Letters of Corrective Counseling shall be retained in Internal Investigations Unit
16 (IIU) files as required for records retention and documentation of notice.

17 **Section 3.5. Personal Property Damage.** Employees who unavoidably suffer a loss or
18 damage to essential personal property, other than damage or loss to their vehicle or property
19 contained in their vehicle, while on duty shall have same repaired or replaced at County expense,
20 provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork
21 necessary to process claims covered under this section will be processed by the County with due
22 speed upon receipt of the claim from the employee.

23 **Section 3.6. Classifications.** The County will advise the Union in writing and in advance
24 about the creation of any new or reclassified position within the bargaining unit. Such notification
25 will include a list of duties and responsibilities, along with a statement about the desirable
26 qualifications. The County and the Union will review and attempt to reach a mutual agreement in
27 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
28 positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the

1 Public Employment Relations Commission for unit clarification.

2 **Section 3.7. Seniority.** Where the term seniority is used in this Appendix, seniority shall be
3 defined as length of service within a classification. An employee who leaves the bargaining unit shall
4 retain their previously accrued seniority if they return within two (2) years from the date of departure
5 from the bargaining unit. When a bargaining unit member is assigned to a temporary assignment
6 (e.g. loan out, Special Duty, or Work Out of Classification) their seniority shall continue to accrue
7 within their base classification in the bargaining unit.

8 In any case where total computation of seniority as above would result in a tie, the following
9 criteria will be used to break the tie:

- 10 1st - total time in bargaining unit
- 11 2nd - total time in Department
- 12 3rd - total time with King County
- 13 4th - coin toss

14 **Section 3.8. Probationary Period.** Regular full-time and regular part-time new hires shall
15 serve a 6 (six) calendar month probationary period. Regular full-time and regular part-time
16 employees who are hired into a bargaining unit position from other Department of Adult and Juvenile
17 Detention (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position,
18 shall serve a six (6) calendar month probationary period, which may be extended at the County’s
19 discretion for up to twelve months. If a probationary period is to be extended, written notice of the
20 extension must be given to the employee and union representative and should be provided prior to the
21 end of the probationary period. The probationary period is an extension of the hiring process.
22 Probationary employees are at-will and termination during this period is not grievable.

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1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **Section 4.1.** It is recognized that the County retains the right, except as otherwise provided in
3 this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
4 the County include, but are not limited to:

5 a. recruit, examine, select, promote, transfer, evaluate and train employees of its
6 choosing, and to determine the times and methods of such actions;

7 b. assign and direct the work; assign overtime, utilizing the procedures agreed to
8 under the provision of Article 10; develop and modify classification specifications as well as
9 assignment for the salary range for each classification and allocate positions to those classifications;
10 determine the methods, materials and tools to accomplish the work; designate duty stations and
11 assign employees to those duty stations;

12 c. reduce the work force due to lack of work, funding or other cause consistent with
13 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or
14 dismiss employees for just cause;

15 d. establish reasonable work rules; assign the hours of work and assign employees to
16 shifts and days off in accordance with procedures set forth in the master schedule established by this
17 Agreement. (Article 9. Section 9.1.); and

18 e. Discharge probationary employees during the term of their probation.

19 **Section 4.2.** All of the functions, rights, powers and authority of the County not specifically
20 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by
21 the County.

1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1. Holiday Observance and Pay.**

3 **A. Holiday Observance.** All employees shall take holidays off (up to eight hours)
4 using holiday leave if eligible on the day of observance, pursuant to CLA Article 10, unless their
5 work schedule requires otherwise for continuity of services, as determined by the County. The day of
6 observance shall be pursuant to CLA Article 10, except that employees assigned to a mission critical
7 24/7 work group shall observe New Year’s Day, Juneteenth, Independence Day, Veteran’s Day, and
8 Christmas Day on the actual date, even when they fall on a Saturday or Sunday.

9 **B. Work on Holiday.** If an employee works on an observed holiday, they shall be
10 paid at the rate of one-and-one-half (1.5) their base rate of pay for all regular hours worked, and the
11 employee shall receive an additional eight (8) hours of pay at the straight-time rate, or eight (8) hours
12 of leave to be added to their accrued vacation, at the employee’s option.

13 **C.** Annually, no later than February 1, employees shall make a selection for how they
14 want their holiday leave hours credited for the year (pay or leave) through the following January 31
15 when they work on a holiday. In the event the employee does not indicate a preference, the employee
16 shall receive pay. Additionally, each employee shall have the right once annually, after February 1st,
17 to change their selection one time.

18 **D. Furlough on Holiday.** If a holiday falls on an employee’s furlough day, the
19 employee shall be eligible for eight (8) hours of leave to be added to their accrued vacation bank,
20 pursuant to CLA Article 10.

21 **E.** Leave added to the vacation bank under this Article will be subject to all of the
22 same provisions as accrued vacation contained throughout this Agreement.

23 **Section 5.2.** Regular part-time employees shall receive pro-rated holiday benefits (pay and
24 leave) in the same manner as outlined in this Agreement.

25 **Section 5.3.** When an employee’s scheduled work day spans two (2) calendar days, the
26 holiday shall be considered to have occurred (be observed) on the shift which begins on a holiday.

1 **ARTICLE 6: VACATION USE AND SCHEDULING**

2 **Section 6.1. Increments of Use.** Vacation may only be requested for use in one-quarter hour
3 increments, at the discretion of the Department Director or Division Director.

4 **Section 6.2. Vacation Scheduling.**

5 **A. Annual Bid.** Vacation preference requests for the period beginning March 1st and
6 ending with the final day of February of the following calendar year, must be received no later than
7 the February 1st preceding the twelve (12) month period during which the vacation is being requested
8 in order to receive scheduling preference. Vacation preference requests shall be granted based upon
9 seniority within job classification, within each facility, provided that essential facility operations are
10 properly staffed at all times. Employees shall be advised by March 1st regarding approval or
11 disapproval of their requests.

12 **B.** Vacation requests received after February 1st shall be considered based on the date
13 of request; in the event two or more leave requests are submitted on the same date, seniority within
14 job classification within facility shall be the determining factor.

15 **C.** Vacation requests within seventy-two (72) hours of the start of the shift or during
16 the shift shall be reviewed for approval on a case-by-case basis, and shall not be approved if the
17 approval would result in mandatory overtime.

18 **D.** Employees who have pre-approved leave time and who subsequently transfer to
19 another job classification within the bargaining unit, or whose schedule or facility changes, shall be
20 allowed to retain that pre-approved vacation period regardless of their seniority within the shift,
21 facility, or job class to which they transfer, provided that essential facility operations are properly
22 staffed at all times.

23 **E.** Employees wishing to cancel vacation days must notify the department of the
24 cancellation at least seventy-two (72) hours prior. Exceptions to the seventy-two (72) hour rule may
25 be granted if cancelling scheduled vacation would prevent overtime, allow another employee to take
26 leave, or prevent the employee from going into a no-pay status.

1 **ARTICLE 7: MISCELLANEOUS**

2 **Section 7.1. Union Release Time.** Authorized Union representatives shall be allowed up to
3 ten (10) hours of release time collectively per month for resolving complaints, grievances, and other
4 legitimate Union business with the County. The Union shall inform the County of the names of
5 authorized representatives who may use the release time. Prior to using any of the above-designated
6 time, employees will submit written requests to their supervisor for prior approval. The release of
7 Union representatives as provided for in this section shall not be unreasonably denied. The Union
8 shall provide the Department with as much notice as possible of the need for such leave. The
9 Department shall determine the method of tracking the ten (10) hours per month, and may require
10 that activities be recorded by the Union representative on a time sheet provided by the supervisor.
11 Any excess usage over ten (10) hours in a one (1) month period shall be submitted as a Union Leave
12 request and subtracted from the Union Leave Bank pursuant to Section 3. Time spent attending the
13 monthly Labor-Management Meeting, or time spent in negotiations to bargain a successor bargaining
14 agreement, shall not count toward the ten (10) hour allotment.

15 **Section 7.2. Union Leave Bank.** The Union will establish a union leave bank for Union
16 representatives to access to perform authorized Union activities. This bank shall be established
17 through the deduction of one (1) vacation hour annually by each employee in the bargaining unit,
18 excluding probationary employees. The Union will notify Human Resources and Payroll when annual
19 deductions are required. When the bank contains two hundred (200) hours or more, annual
20 deductions will not occur until the bank has dropped below two hundred (200) hours.

21 The Union shall inform the County of the names of authorized representatives who may use
22 the release time. The County will administer the leave bank account and will process and approve
23 leave requests for Union Leave according to the same process and criteria used for vacation leave
24 requests, provided that the Union president has notified the County that the employee is approved to
25 use the Union Leave. Union representatives shall indicate their use of Union Leave time on absence
26 request forms, and indicate start and end times of hours used. Participating Union representatives
27 will not be required to use Union Leave to attend Labor/Management meetings, or to attend
28 negotiations for a successor bargaining agreement where the parties have negotiated paid release

1 time. The Union retains sole discretion to determine which representatives have access to the Union
2 Leave bank and which activities qualify for Union Leave use, but the payroll process for the use of
3 Union Leave shall be determined by the County.

4 **Section 7.3. Background Checks for Access to Criminal Justice Databases.** The
5 Department is an authorized participant in the ACCESS/WACIC system run by the Washington State
6 Patrol and is required to conform to all established policies and procedures established by the
7 Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall
8 conduct a background re-investigation every five years for all employees who use or work on the
9 connection to these systems.

10 **Section 7.4. Limited Duty.** The County’s “Transitional Duty for Employees with
11 Temporary Medical Restrictions” Policy (PER 22-6-1-EP), as amended, shall apply to all employees.

ARTICLE 8. UNFAIR LABOR PRACTICE(S) RESOLUTION

The parties agree that thirty (30) calendar days prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

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ARTICLE 9: ASSIGNMENTS AND HOURS OF WORK

Section 9.1. Master Schedule. The County may establish new work schedules (days of work, hours of work) and/or work locations. It is agreed that for each classification in the bargaining unit, the County and the Union shall meet and confer to discuss a master schedule(s) for all employees. Prior to implementing any large-scale changes to a master schedule, the County agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules for a unit (Classification, Personal Recognizance Investigator Administrative Staff) have not been changed for a period of three (3) consecutive calendar years, then that unit’s schedule shall be opened for a rebid.

Section 9.2. Bid Process. When a bargaining unit position becomes vacant or new positions are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off of the position.

Section 9.3. Employees are allowed to request specific duty assignments; however, nothing in this Agreement shall preclude the County from making duty assignments based on the operational needs of the Department. All requests shall be considered and a determination shall be made based on the seniority of the employee, unless such request is in conflict with the identified and communicated operational needs of the Department.

Section 9.4. Work Week. The normal work week shall consist of five (5) consecutive days on and two (2) consecutive days off resulting in forty (40) hours of work for the week. The work week shall begin on Saturday at 12:00 a.m. (0000) and end on Friday at 11:59 p.m. (2359).

Section 9.5. Alternative Work Schedules. This Agreement does not preclude the implementation of alternative work schedules outside the master schedule. However, the County shall notify the Union prior to the implementation of such schedules to allow the Union an opportunity to meet with management to discuss the proposed changes. When an employee’s regular work schedule is changed by the Department, or through an open bid process, the employee may

1 submit a request to adjust their assigned scheduled start and end times by up to sixty (60) minutes,
2 also known as flextime. All requests for flextime must be preapproved.

3 **Section 9.6. Meal Breaks.**

4 A. An unpaid meal break of not less than thirty (30) minutes or more than one (1)
5 hour shall be allowed approximately midway through each shift. The length of the bargaining unit's
6 meal break at the time of the signing of this Agreement shall remain in effect unless conditions of the
7 agency change and a change in working hours is required. If such does occur, the County agrees to
8 meet with the Union to negotiate the terms of the change.

9 B. The work day of the Corrections Program Specialists and Personal Recognizance
10 Investigators shall include a one-half (1/2) hour paid meal. During this paid meal the Corrections
11 Program Specialists and Personal Recognizance Investigators shall be available for work.

12 **Section 9.7. Relief Period.** All bargaining unit members shall be allowed one (1) relief
13 period during the first half of the shift and one (1) relief period during the second half of the shift. A
14 relief period is fifteen (15) minutes. The County shall establish reasonable rules governing the taking
15 of such relief period consistent with state law.

16 **Section 9.8. Temporary Assignment.** Nothing in this Article is meant to preclude
17 temporary assignment or reassignment of an employee because of illness, vacation, emergency,
18 training orientation, etc.

19 **Section 9.9. Job Sharing.** If two bargaining unit employees in the same job classification
20 wish to share one full time position, they shall submit a request to the Facility Commander, via the
21 chain of command, who shall transmit the request to the Department Director. The Department
22 Director shall have discretion to approve or deny the request, and will respond to the requesting
23 employees within sixty (60) calendar days, unless otherwise agreed by the parties. Employees who
24 share one (1) full-time position shall receive pro-rata benefits, on the basis of the hours worked,
25 except for medical, dental and insurance benefits which shall be granted on the same basis as other
26 part-time County employees. In the event that one (1) of the job-sharing employees terminates
27 employment, voluntarily or involuntarily, the job-sharing arrangement shall cease and the remaining
28 employee shall revert back to full time.

ARTICLE 10: OVERTIME AND CALLBACK

Section 10.1. Overtime.

A. Overtime Definition. Overtime is that work outside an employee’s normal work shift which is directed by management. The parties acknowledge that it is the Department’s policy to minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

B. Employees shall be paid at the rate of time-and-one-half (1-1/2) the employee’s hourly rate for all hours paid (with the exception of sick leave hours which shall not be counted toward overtime eligibility) in excess of forty (40) hours in the work week. When a bargaining unit member works overtime, compensation for such shall be at one and one-half (1-1/2) times the employee’s hourly rate as defined by the Fair Labor Standards Act.

C. No overtime shall be worked, unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

D. If an emergency necessitates a bargaining unit member to receive telephone calls at home, and such calls do not result in a need to return to work, the calls shall be logged (with respect to time and issue) and the employee receiving such calls shall be paid either straight time or overtime, as applicable.

E. Overtime and extra hour scheduling will be a proper topic for discussion at a Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work area where they are applicable. Such scheduling shall be done in accordance with the provisions of Addendum A to this Agreement.

F. Overtime will be on a voluntary basis except when mandatory overtime may be required by the department pursuant to Addendum A, Section A.5.

Section 10.2. Court Appearances. Bargaining unit members who are required to “stand by” for court appearances shall be compensated at a rate of fifty percent (50%) of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the provisions as outlined in Section 2 above shall apply. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

1 **Section 10.3.** In lieu of overtime pay, an employee may request compensatory time off at the
2 rate of time and one half for each hour of overtime that was worked. The earning and use of
3 compensatory time shall be subject to the following provisions:

4 **A.** Employees may accrue (earn) a maximum of eighty (80) hours of compensatory
5 time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of
6 compensatory time must take overtime compensation in pay.

7 **B.** Compensatory time must be used during the calendar year in which it is accrued
8 unless it is not feasible due to work demands. The employee may then request, and the department
9 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.
10 Compensatory time that is not approved for carryover will be cashed out for each calendar year in the
11 pay period that includes December 31st. Compensatory hours that have been carried over must be
12 used within the first quarter of the new calendar year, or will be cashed out in the pay period that
13 includes March 31.

14 **C.** Compensatory time may only be requested for use in one-quarter (1/4) hour
15 increments.

16 **D.** Requests to use compensatory time shall be made at least seventy-two (72) hours
17 prior to the time being requested. Any requests within seventy-two (72) hours of the start of the shift
18 shall be reviewed for approval on a case-by-case basis, but shall not be approved if it results in
19 mandatory overtime for another employee.

20 **E.** When an employee requests to use accrued comp time, comp time will be
21 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
22 operational and staffing considerations will apply.

23 **F.** Employees agree that it would be an undue hardship to request to use
24 compensatory time during a period the unit is below minimum staffing levels and their absence must
25 be covered through calling-in another employee on overtime. In those circumstances where regular
26 staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall
27 not apply.

ARTICLE 11: WAGES

Section 11.1. Wages. The following list is a complete listing of classifications and pay ranges which may be covered by this Agreement, pursuant to Article 2, Section 2.1:

cba Code: 080

Union Code(s): D2

Job Class Code	PeopleSoft Job Code	Classification Title	Range
4200100	421106	Administrative Office Assistant	30
4201100	421206	Administrative Specialist I	35
4201200	421310	Administrative Specialist II	39
4201300	421410	Administrative Specialist III	43
5211100	521201	Corrections Program Specialist	58
6215100	623201	Personal Recognizance Investigator	56
5242200	524212	Volunteer Coordinator	56
Pay ranges shall be equivalent to those listed on the King County Squared Table.			

Section 11.2. Step Increases. Employees shall receive within-range increases from one (1) step to the next higher step, upon successful completion of the probationary period and annually thereafter as provided below.

A. Upon successful completion of the probation period an employee’s salary shall be advanced one step, if the employee’s initial salary is at Step 1 or 2. An increase beyond Step 2 upon successful completion of the probationary period is permissive, and may be given at the discretion of the appointing authority.

b. Annual Step Incentive Increases shall be effective the first of January each calendar year, except that the next step increase skips a January 1 when the first step increase is between October 1 and December 31, inclusive.

Section 11.3. Employees assigned in writing (including by electronic mail) by their supervisor or administrator to perform training duties will be paid at a rate which is five percent (5%)

1 higher than their regular rate of pay for all hours worked in those capacities.

2 **Section 11.4.** All Temporary staff will be paid at the first step of the salary schedule of the
3 classification whose duties they are hired to perform.

4 **Section 11.5.** Employees who translate a language in the workplace identified by
5 management as a language for which translation activity is necessary will be paid five hundred
6 dollars (\$500.00) per year. The stipend shall be paid to eligible employees per pay period on a pro-
7 rated basis. Eligible employees shall be required to pass a language proficiency test administered by
8 the County.

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1 **ARTICLE 12: REDUCTION IN FORCE**

2 **Section 12.1. Notice to Union.** The County will notify the Union in writing in advance of
3 any anticipated layoff of a regular employee and will make a good faith attempt to meet and confer
4 with the Union prior to implementation, for the purpose of exploring alternatives to a reduction in
5 force.

6 **Section 12.2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
7 employees shall be laid off in accordance with their seniority with first consideration given to job
8 class within the bargaining unit and second consideration given to total consecutive employment
9 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
10 off. No regular or probationary employee shall be laid off while there is a Temporary employee
11 serving in a position which a regular or probationary employee is qualified to fill.

12 **Section 12.3. Bumping Rights.** In lieu of layoff, a regular or probationary employee may
13 request a demotion to a position in a lower classification formerly held by the employee being laid off
14 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
15 employee who is being bumped.

16 **Section 12.4. Order of Recall.** The names of laid off employees will be placed on a re-
17 employment list in order of seniority at time of layoff. Such list will remain in effect for a period of
18 two (2) years or until all laid off employees are rehired with the County, whichever comes first.

1 **ARTICLE 13: EDUCATION AND TRAINING**

2 **Section 13.1. General.** The parties acknowledge that the training and development of
3 employees is a matter of primary importance.

4 **Section 13.2. Training Opportunities.** Notice of special schools and training opportunities
5 will be posted and all interested personnel will be allowed to apply for these opportunities prior to
6 any final selection.

7 **Section 13.3. Education Incentive.**

8 The County agrees to reimburse employees for the cost of tuition and books at an accredited
9 institution for pre-approved degree work for any and all (e.g. Associate, Bachelors, Masters, PhD)
10 degrees in criminal justice, public administration, or a relevant field as determined by the County.
11 The degree work will be reimbursed provided the employee receives a grade of “C” or better, or a
12 passing grade if taken as pass/fail. These reimbursements shall be subject to the following
13 conditions:

- 14 • The employee must have been employed by the Department for at least one full year
15 prior to the reimbursement request.
- 16 • The individual must be pre-approved for the specific degree program and will only
17 be reimbursed for necessary coursework or credits that are taken after approval.
- 18 • All requests for pre-approval shall be submitted to the Director or designee with
19 copies to the Division Director or designee and Finance.
- 20 • Employees partially through a program may submit for pre-approval but shall only
21 be reimbursed for any remaining necessary coursework or credits.
- 22 • All pre-approval requests must be submitted at least thirty (30) calendar days before
23 the start of any coursework subject to reimbursement.
- 24 • Annual limit in accordance with IRS regulations.

25 Employees may submit for pre-approval for reimbursement as outlined above for degrees or
26 training programs outside of Criminal Justice or Public Administration. This request shall be
27 submitted to a standing panel of three members (two selected by management and one selected by the
28 Union) who shall review the request and make a recommendation to the Director. The Director shall

1 make the final decision. The criteria to determine whether a degree program would be approved for
2 reimbursement shall be whether or not the program has a direct relationship to the employee's work
3 and provides a corresponding benefit to the Department. The request shall be processed in the
4 following manner:

5 • The pre-approval request must be submitted at least sixty (60) calendar days before
6 the start of any coursework subject to reimbursement.

7 • The Panel shall convene within thirty (30) calendar days of the request to review the
8 request - including an opportunity to meet with the employee to discuss the merits of their request.

9 • The Panel shall make their recommendation to the Director in writing with the
10 reasons for the recommendation within fourteen (14) calendar days of reviewing the request and shall
11 provide a copy of the recommendation to the employee.

12 • The Director shall make the final decision within fourteen (14) calendar days of
13 receiving the recommendation. This decision shall be in writing and if denied, shall include reasons
14 for the denial. There shall be an annual limit of ten (10) employees who can receive tuition
15 reimbursement during any calendar year.

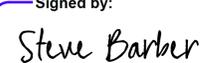
ARTICLE 14: CONCLUSION OF COLLECTIVE BARGAINING

In addition to the CLA, this Appendix constitutes the entire Agreement between the County and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings that are limited to this bargaining unit, and concludes all collective bargaining for the duration of this Agreement. Should either party desire to change or modify the terms of this Agreement, the initiating party agrees to contact the other party to obtain approval for such change or modification. All changes or modifications to this written Agreement must be in the form of a Memorandum of Agreement (MOA). Such MOAs require the signature of the bargaining unit President, an authorized representative of the Union, and the Director of the Office of Labor Relations or their designee and may require approval by the King County Council.

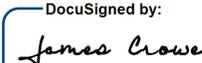
For the Union:

DocuSigned by:

11/1/2025
558CF35390AF418...
Suzette Dickerson, Staff Representative
Washington State Council of County and City
Employees, Council 2, Local 21AD

Signed by:

11/3/2025
AEEA2345271A4BC...
Steve Barber, President

For King County:

DocuSigned by:

11/3/2025
CC4A4681BF9463...
James Crowe, Labor Relations Negotiator - Senior
Office of Labor Relations
King County Executive Office

ADDENDUM A

Overtime Scheduling Procedures

The parties hereby agree to the following overtime scheduling procedures for the employees covered by this Agreement:

Section A.1. Definitions. The parties acknowledge that it is the Department’s policy to minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as a guarantee of overtime assignments. The number of required overtime posts and eligibility to work overtime shall be determined by the Department.

A. Planned overtime assignments. Planned overtime assignments consist of all known coverage requirements due to vacation, sick leave, training, etc., and all vacant positions assigned to the section but not staffed.

B. Unplanned overtime assignments. Unplanned overtime assignments consist of needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

C. Mandatory overtime. Mandatory overtime is overtime required when management determines an operational necessity exists. Whenever this provision is used, the Department shall document the reason why and provide it to the Union. Any misuse of this provision shall be subject to the grievance procedure.

D. Mandatory overtime minimum staffing. Minimum staffing for the purposes of mandatory overtime is defined as the number of staff needed to address essential/critical functions on a short-term and/or emergent basis.

Section A.2. Overtime Scheduling. An overtime sign-up sheet shall be posted at each facility on or before the 4th and will remain through the 20th of each month, allowing employees interested in working overtime a chance to indicate the date and shift they will be available to work. These sign-up sheets will be used to fill all known overtime needs for the coming month on a seniority basis, by location. The supervisor(s) shall attempt to post the confirmed overtime schedule three (3) days prior to the end of the month. This posting shall allow for any adjustments that need to be made, prior to the beginning of the new month.

The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility

1 that they are willing to work. The list shall be faxed to the other facility on the 21st day of each
2 month.

3 When assigning overtime, the supervisor(s) will make a good faith effort to distribute the
4 overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion
5 in back-filling all known absences, subject to the operational needs of the Department.

6 Once the overtime schedule has been posted, the employee is expected to work as if it is a
7 regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or
8 are late for that assignment, administrative action and/or disciplinary action shall be taken.

9 **Section A.3. Planned Overtime Scheduling.**

- 10 a. Planned overtime shall be assigned on a seniority basis;
11 b. Priority will be given to staff who work at the same location;
12 c. Remaining overtime shifts shall be assigned to available persons from either
13 facility (availability shall be determined via communication between supervisors after the initial
14 overtime assignments have been made).

15 **Section A.4. Unplanned Overtime Scheduling.**

16 When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling
17 the position and then check with the volunteers on the sign-up sheet for that day to see if there is
18 someone available and interested. When backfill is needed and there are no volunteers on the sign-up
19 sheet, supervisor(s) will make a reasonable effort to solicit volunteers from available and interested
20 employees.

21 **Section A.5. Mandatory Overtime Needs.**

22 The need for mandatory overtime shall normally be determined by the Director (or their
23 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels
24 fall below that which is needed to address essential/critical functions. The supervisor(s) shall assess
25 work load and operational needs to determine minimum staffing levels and shall make every effort to
26 utilize the overtime list, and two (2) staff members splitting a shift shall be acceptable. In general,
27 supervisors shall extend those on duty to cover mandatory overtime needs.

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Essential/Critical functions include, but are not limited to, the following:

Classification: Primary interviews; disciplinary hearings and restrictive housing reviews.

Screeners: Screen inmates for eligibility for pre-trial release or alternatives to secure detention. Compile criminal conviction histories and personal information for use by the Courts.

Reverse seniority shall be used to determine availability of employees for mandatory overtime. Consideration will be given to each person's work schedule; an employee's total work hours shall not exceed seventeen (17) consecutive hours worked in a day.

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**Coalition Labor Agreement (CLA) - Appendix for 090
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - Wages**

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**Coalition Labor Agreement (MLA) - Appendix for 090
Agreement Between King County**

**And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - Wages**

PREAMBLE

These Articles Constitute an Agreement, the terms of which have been negotiated in good faith, between King County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC. This agreement shall be subject to approval by Ordinance of the King County Council and was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and directly wage related benefits as allowed by law. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement (CLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to set forth the mutual agreement of the parties regarding wages and benefits relating directly to wages.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT (CLA)

The CLA wage and wage related provisions shall apply to this bargaining unit as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All CLA superseding articles that are wage or wage related, or sections of superseding articles that are wage or wage related, unless otherwise stated in the CLA or this Appendix.

Section 2.3. All CLA non-superseding wage and wage related articles and sections, or sections of non-superseding wage and wage related articles are adopted by the parties. Any non-superseding article or section listed below is understood to have no application to the bargaining unit.

1 **ARTICLE 3: UNION RECOGNITION**

2 **Section 3.1.** King County recognizes the Washington State Council of County and City
3 Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all
4 regular full-time and regular part-time employees of the King County District Court whose job
5 classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4
6 and Addendum A) in matters relating to wages and benefits directly related to wages.

7 **ARTICLE 4: RIGHTS OF MANAGEMENT**

8 **Section 4.1.** The management of the King County District Court and the direction of the
9 work force is vested by both the Washington State Constitution and State law exclusively in the King
10 County District Court.

11 **Section 4.2.** All matters, other than wages and benefits directly related to wages, or otherwise
12 not specifically and expressly covered or referenced by the language of this Agreement, shall be
13 administered for its duration by the King County District Court.

14 **ARTICLE 5: WAGE RATES**

15 **Section 5.1.** The wage rates for the classifications listed below shall be as listed in
16 Addendum A listed in the back of this Appendix. These wage rates are subject to applicable annual
17 general wage increase terms in the Coalition Labor Agreement.

18 **Section 5.2. Step Progression and Placement.**

19 **A.** Regular full-time employees that complete probation shall receive a one-step
20 increase after one year of employment (e.g., an employee that completes probation after six months
21 will receive a step increase after one year of employment). Thereafter, employees that have
22 successfully passed probation will receive annual step increases January 1. (

23 **B.** Step placement for newly hired employees beyond the minimum of Step 1 shall be
24 in accordance with the qualifications or experience criteria described in “Article 10, Section 11.
25 Entrance Salary” of the Collective Bargaining Agreement between King County District Court and
26 Washington State Council of County and City Employees, Local 21DC District Court Employees. If
27 changes to the step placement are desired by either party in the above-named Collective Bargaining

1 Agreement, the Office of Labor Relations will engage in the discussion and will retain the authority
2 and responsibility to bargain the decision regarding any effects to wages.

3 C. An employee shall start at Step 1 for the classification unless the employee
4 possesses qualifications or experience above the minimum for the position. If a newly hired
5 employee possesses one or more of the listed qualifications which the Court decides justifies starting
6 higher than Step 1, the employee shall receive a salary above Step 1. Despite the qualifications
7 and/or experience of the newly hired employee, however, the employee shall not be placed above
8 Step 6 for a starting salary. However, employees returning to District Court employment within a
9 two-year period shall be placed at the same salary step as when they left, provided they return to the
10 same job classification.

11 D. Employees who receive an advanced educational degree (e.g., A.A., B.A.) beyond
12 their high school diploma or GED while employed within the bargaining unit shall receive extra step
13 progression above the annual 1 step increase stated above on January 1 following their receipt of the
14 degree from an accredited institution or a vocational institution related to their work at the Court.
15 Employees shall receive one (1) extra step if the employee obtains an educational degree from a
16 vocational specialty program related to their work at the Court or a 2-year degree from an accredited
17 college. Employees shall receive two (2) extra steps if the employee obtains an educational degree
18 from a (4) year institution. Under no circumstances may employees be paid above step 10 of their
19 salary range under this provision.

20 **Section 5.3. Overtime.**

21 **A. FLSA Workweek.** The workweek for purposes of determining overtime eligibility
22 is defined as Saturday through Friday.

23 **B. Contractual Weekly Overtime.** Employees in positions classified as FLSA non-
24 exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours
25 worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the
26 time the overtime work is performed. The (40) hour threshold for determining overtime eligibility is
27 based on the accumulation of paid compensated hours during the FLSA workweek.

1 **C. Contractual Daily Overtime.** Employees classified as FLSA non-exempt are
2 eligible for Contractual Daily Overtime for hours worked in excess of their regularly scheduled hours
3 of at least (8) compensated hours that occur in the same workday. Contractual Daily Overtime will be
4 paid at the Contractual Overtime Rate in effect at the time the overtime work is performed.

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

12 **Section 5.4. Out of Class Pay.** CLA Provisions in Article 37 regarding Working Out of
13 Class shall not apply to this bargaining unit. Refer to Working Conditions CBA Article 10 Section 9.
14 An employee who is temporarily assigned to function in a higher classification for one (1) working
15 day or more shall be paid five percent (5%) above the employee's hourly base rate of pay. An
16 employee who is temporarily assigned to function in a higher classification for two (2) consecutive
17 days or more shall be paid according to the classification of which they are working. If the employee
18 performs overtime work in the higher classification, the overtime calculation shall be calculated on
19 the out-of-class rate.

20 **Section 5.5. Court Closures.** Employees designated and directed to work in the event of
21 emergency court closures, pursuant to Article 22 of the working conditions agreement between the
22 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue
23 compensatory time at time and one-half, for all hours worked during such closures, with a minimum
24 of five (5) hours.

25 **Section 5.6. Compensatory Time.** Subject to supervisor approval, full-time employees may
26 accrue up to a maximum of (80) hours of compensatory time. Part-time employees may accrue
27 compensatory time up to a maximum of (40) hours.

1 A. Compensatory time must be used during the calendar year in which it is accrued
2 unless this is not feasible due to work demands. The employee may then request, and the department
3 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

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

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

8 **ARTICLE 6: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

9 Section 6.1. Group medical, dental, and life insurance programs will be maintained in
10 accordance with Article 25 of the King County Coalition of Unions CLA. The Union and the County
11 agree to incorporate changes to employee insurance benefits which the County may implement as a
12 result of any agreement of the Joint Labor Management Insurance Committee.

13 **ARTICLE 7: HOLIDAYS**

14 Section 7.1. **FLSA Non-Exempt Employees required to work on Indigenous Peoples’**
15 **Day (IPD).** IPD is a recognized King County holiday, but the Court may be required to remain open
16 because the Court calendar is determined by the Washington Supreme Court. FLSA – non-exempt
17 employees in comprehensive leave eligible positions who are required to work on IPD will receive
18 their normal pay for hours worked, and a deferred holiday converted to (8) vacation hours added to
19 their vacation bank on the paycheck that includes the second Monday in October. See also CLA
20 Sections 10.2-10.5 for applicable terms for employees on alternative work schedules.

21 **ARTICLE 8: WAIVER CLAUSE**

22 Section 8.1. The parties acknowledge that during the negotiations resulting in this Agreement
23 each had the unlimited right and opportunity to make demands and proposals with respect to wages
24 and benefits related directly to wages and that agreements arrived at by the parties after exercise of
25 that right and opportunity are set forth in this Agreement. All rights and duties of both parties are
26 specifically expressed in this Agreement and such expression is all inclusive. This Agreement
27 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,

1 subject only to a desire by both parties to mutually agree to amend or supplement at any time, and
2 except for negotiations over a successor collective bargaining agreement.

3 **ARTICLE 9: MISCELLANEOUS**

4 **Section 9.1. Personal Property Damage.** Employees who unavoidably suffer a loss or
5 damage to essential personal property worn on the body while working shall have same repaired or
6 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
7 \$300 per incident.

8
9 **For Washington State Council of County and City Employees, Council 2, Local 21DC:**

10 Signed by:
11  11/5/2025
12 Samantha Cordor Date
13 President

14 DocuSigned by:
15  11/5/2025
16 Suzette Dickerson Date
17 Union Representative

18
19 **For King County:**

20 DocuSigned by:
21  10/31/2025
22 Angela Marshall Date
23 Labor Relations Director
24 Office of Labor Relations, Executive Office

cba Code: 090

Union Code: D3

ADDENDUM A

WAGE RATES

PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	44
007739	District Court Clerk II	47
007722	Communications Clerk	44
007725	Fiscal Specialist Clerk	44
007740	Probation Officer	57
007746	Probation Officer – Lead	59
311801	Probation Mental Health Specialist	61
<p>*All classifications are paid from the King County Standardized Hourly Salary Schedule at the 40-hour rate. ** New wage rates effective on the 1st day of the 1st pay period following the Ordinance Effective Date but not prior to January 1, 2026. *** Parties agree to discuss classification title(s) within the working condition bargaining.</p>		

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Coalition Labor Agreement (CLA) – Appendix for 459
AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Department of Natural Resources & Parks - Staff

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**AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Department of Natural Resources & Parks - Staff**

PREAMBLE

This Agreement (Appendix) is the result of good faith negotiations between King County (“the County”) and the Technical Employees’ Association, (“the Association” or “TEA”). This relationship is a partnership based on mutual interests, respect and trust for those employees who are covered by this Agreement.

The County and the Association recognize that the workplace is changing in an effort to improve the delivery of services. The County and the Association also agree that improvement in the workplace is an evolutionary process that requires the long-term commitment of both parties. The elements of workplace improvement such as the Continuous Improvement, LEAN, Equity and Social Justice, business planning, organizational changes and performance measurement should be viewed as a system.

In support of practices that reflect our commitment to shared values, the County and the Association should:

- Trust each other,
- Listen and respond to public/customer concerns,
- Respect people,
- Promote a diverse workforce,
- Take responsible risks,
- Behave the way we say we do,
- Give and get reliable business information,
- Work to improve our technical excellence and teamwork,
- Foster a labor/management partnership based on shared interests,
- Collaborate in building an ongoing labor/management relationship based on open

1 communications, mutual trust, and respect, and

- 2 • Enjoy challenges, work, and humor.

3 The TEA-Management Committee (“TMC”) was created as an informal forum to support
 4 ongoing changes and continuous improvements in the workplace. Issues are to be discussed in a
 5 collaborative manner.

6 To accommodate this process, the role of the TMC is to deal jointly with areas of mutual
 7 interest to all parties, to move all parties toward a shared vision of a productive workplace, and to
 8 oversee the tasks called for in the Agreement.

9 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

10 The CLA shall apply to the bargaining unit members as follows:

11 **Section 1.1** The Preamble in its entirety.

12 **Section 1.2** All Superseding and non-superseding provisions, unless otherwise noted in this
 13 Appendix or in the CLA.

14 **Section 1.3** The following non-superseding articles do not apply to this bargaining unit:

- 15 • After Hours Support – CLA Article 43.

16 **Section 1.4** The following CLA provisions are listed for reference only:

- 17 • Bereavement Leave – CLA Article 8.
- 18 • Contracting Out – CLA Article 16.
- 19 • Discipline and Sunset Clause – CLA Article 27
- 20 • Donated Leave – CLA Article 6
- 21 • FMLA/KCFML – CLA Article 11.
- 22 • Grievance Procedure – CLA Article 26.
- 23 • Job Posting – CLA Article 18.
- 24 • Jury Duty – CLA Article 5.
- 25 • Leave for Volunteer Service – CLA Article 4.
- 26 • Military Leave – CLA Article 2.
- 27 • Organ Donation Leave – CLA Article 36
- 28 • Paid Parental Leave – CLA Article 7.
- Reclassification and Resulting Pay – CLA Article 14.
- Reimbursement for Personal Transportation – CLA Article 24.
- Special Duty – CLA Article 15.
- Telecommuting – CLA Article 39.
- Unpaid Leaves of Absence – CLA Article 3.
- Use of County Bulletin Boards and Electronic Devices – CLA Article 23.

1 **ARTICLE 2: PURPOSE**

2 **2.1 Purpose.** The purpose of this Agreement is to set forth in writing the negotiated wages,
3 hours and working conditions for those employees who are covered by this Agreement.

4 **2.2 Maintenance of Working Conditions.** The County recognizes its obligation to
5 negotiate wages, hours and working conditions with TEA.

6 **2.3 Application of Personnel Guidelines.** As set forth in this section, the 2005 King County
7 Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or
8 ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no
9 application) shall replace any pre-existing practice between the parties, provided that nothing in those
10 Personnel Guidelines will be interpreted or applied to circumvent the parties' collective bargaining
11 obligations. However, should any genuine established practice arise subsequent to July 1, 2005, and
12 such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on
13 which the Agreement is either silent or ambiguous), then the practice shall govern. Should the
14 Personnel Guidelines be invoked to interpret the contract, the arbitrator reserves the right to
15 determine what weight should be given alongside those other interpretive factors that an arbitrator
16 might conclude appropriate.

17 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
18 interpretation of the Personnel Guidelines only. The parties agree to reopen this article and other
19 affected articles of the Agreement in the event that the Personnel Guidelines are amended.

20 **ARTICLE 3: ASSOCIATION RECOGNITION AND MEMBERSHIP**

21 **3.1 Recognition.** The County recognizes the Association as the exclusive bargaining
22 representative of all employees in the staff unit, comprised of all full-time and regular part-time non-
23 supervisory employees in the Project Planning and Delivery, Resource Recovery Unit in the
24 Operations Section, Environmental and Community Services Section, and the Project/Program
25 Managers in Capital Procurement and Work Order Unit of the Finance Section of the Wastewater
26 Treatment Division of the King County Department of Natural Resources and Parks whose
27 classifications are listed under Appendix A, Union Code W4, excluding bargaining unit supervisors,
28 confidential employees, managers, employees in the Industrial Waste unit of the Environmental and

1 Community Services Section, administrative employees, and all other employees of the County.

2 **3.2 Association Membership.** All employees covered under the terms of this Agreement
3 may voluntarily join the Association as a member and receive all rights, privileges and benefits of
4 Association membership. The Union retains its legal duty of fair representation to its members and
5 also retains its right to arbitrate grievances through the final step of the grievance procedure
6 except where an express contractual limitation on arbitrability or limit on the grievance procedure
7 exists.

8 **ARTICLE 4: RIGHTS OF MANAGEMENT**

9 The management of the County and the direction of the work force are vested exclusively in
10 the County, except as may be limited by the express written terms of this Agreement.

11 **ARTICLE 5: WAIVER AND COMPLETE AGREEMENT**

12 **5.1 Waiver.**

13 A. The Agreement expressed herein in writing and the CLA constitutes the entire
14 Agreement between the parties and no express or implied or oral statements shall add to or supersede
15 any of its provisions.

16 B. The parties acknowledge that during the negotiations which resulted in this
17 Appendix, each had the unlimited right and opportunity to make demands and proposals with respect
18 to any subject or matter appropriate for collective bargaining, and that the understanding and
19 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
20 Appendix. Therefore, the County and TEA, for the life of this Appendix, each voluntarily and
21 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
22 collectively with respect to any subject or matter, even though such subjects or matters may not have
23 been within the knowledge of contemplation of either or both of the parties at the time that they
24 negotiated or signed this Appendix.

25 **5.2 Modification.** Should the parties agree to amend or supplement the terms of this
26 Appendix, such amendments or supplements shall be in writing. No binding agreements, including
27 but not limited to memorandums of understanding, side letters, etc., involving the day-to-day
28 administration of the Appendix or the bargaining relationships will be entered into with the

1 bargaining representative without the authorization of the King County Office of Labor Relations
2 Director/designee.

3 **ARTICLE 6: EMPLOYEE RIGHTS**

4 **6.1 Personnel Files.**

5 A. The employee and/or an Association representative may examine the employee’s
6 personnel files if the employee so authorizes in writing. Material placed into the employee’s files
7 relating to job performance or personal character shall be provided to the employee prior to
8 placement in the file. The employee may challenge the propriety of including it in the files. If, after
9 discussion, the County retains the material in the file, the employee shall have the right to insert
10 contrary documentation into the file.

11 B. Unauthorized persons shall not have access to employee files or other personal
12 data relating to the employee. The department director/designee will determine staff authorized for
13 access to personnel files maintained in the Department of Natural Resources and Parks (“DNRP” or
14 “department”). This does not limit the Association’s statutory right to request information pursuant
15 to its statutory right to request collective bargaining information. All persons with the exception of
16 WTD, King County Office of Labor Relations, Department of Executive Services, Department of
17 Human Resources, Office of Risk Management, and Prosecuting Attorney Office staff shall record
18 access to employee files.

19 C. The only personnel files will be the department personnel file and the section
20 personnel file. Additionally, supervisors may keep a “working file” which may be used for the
21 purpose of developing an annual evaluation. Such materials will be purged from this working file
22 when the evaluation is finalized. Notes taken for such purposes may be added to the personnel file.

23 D. Written warnings and/or reprimands shall remain in the employee’s personnel file
24 for a maximum of three years except where there is a reoccurrence of a similar nature. Suspensions
25 or demotions may be removed from the employee’s personnel file after five years upon request of the
26 employee and approval of the division director.

27 **6.2 Right to Representation.** An employee, at their request, has a right to Association
28 representation at any meeting which the employee reasonably believes may lead to disciplinary action

1 against the employee. If the employee requests TEA representation in such a matter, the employee
2 will be provided with reasonable time to arrange for TEA representation. The parties acknowledge
3 that in certain instances a reasonable time may be as little as the same day.

4 **6.3 Seniority List.** The County will supply the Association with a seniority list twice a year
5 upon written request. Requests are to be directed to the WTD Human Resources Manager. The list
6 will include each TEA employee’s name, job classification number, classification title, section, and
7 seniority data.

8 Seniority for all purposes of this Agreement shall be calculated as a person’s continuous
9 length of service in a Wastewater bargaining unit represented by TEA from April 13, 2001.
10 Employees with the same WTD TEA seniority shall be subject to a tiebreaker, which shall be the
11 employee’s County/Metro adjusted service date. The “adjusted service date” means the most recent
12 date of hire into a regular position, as backdated for any prior eligible service that ended no more than
13 two years before reemployment and is adjusted (postdated) for unpaid leaves of absence, including
14 unpaid family leave, that exceed 30 calendar days. In this context, eligible service means
15 employment in a regular position; however, if an employee moves from a term-limited temporary
16 position into a regular position with no break in service, employment in the term-limited temporary
17 position will be included when establishing the adjusted service date. Breaks in the continuous
18 length of service shall be calculated in the same manner as the adjusted service date. Seniority will
19 be posted in years, months and days.

20 **6.4 Supervision and Evaluations.** Employees will be supervised and evaluated by the
21 supervisor of the work group responsible for establishing the performance expectations, deliverables,
22 and assignments for the majority of the employee’s workload.

23 **ARTICLE 7: BENEFIT TIME**

24 **7.1 Revised Benefit Time Standard.** New terms intended to replace Article 7 Benefit Time
25 are identified in ADDENDUM B: REVISED BENEFIT TIME STANDARD AND PAID SICK
26 LEAVE. The County intends to prospectively implement the terms in ADDENDUM B in 2026 upon
27 notice to the Union, which shall function as a full replacement to Article 7 Benefit Time when
28 implemented.

1 **7.2 General Description**

2 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick
3 leave (SL). Both programs are built on the accrual rate table set forth in Section 7.7. This program
4 recognizes the need for scheduled time away from the job (vacation and holidays) for personal
5 reasons and for occasions when the employee must be away because of illness or injury. BT is
6 administered with the understanding that: a) BT is intended to constitute wage replacement when an
7 employee is in leave, and b) because business needs may constrain employees' ability to utilize leave,
8 the Agreement provides for a yearly cash out of up to 40 hours of BT. Full-time regular, part-time
9 regular, provisional, probationary and term-limited temporary employees shall receive the leave
10 benefits provided in this Article. Short-term temporary and administrative interns shall accrue SL at
11 the rate provided in this Article.

12 **7.3 Definitions**

13 All BT and SL time is based on a 2,080 hour year. BT is the bank of time accrued for use
14 during scheduled paid time off, including holidays, and unscheduled paid time off (excluding
15 bereavement leave and jury duty) once SL is exhausted.

16 SL is the bank of time accrued for use during all paid nonscheduled and scheduled illness,
17 nonscheduled injury, and other qualifying reasons for employees and their eligible family members
18 (as provided under KCC 3.12.220).

19 **7.4 Principles**

20 **A.** The Benefit Time program is intended to provide a productive workplace where
21 employees are encouraged to be healthy and regularly be at work.

22 **B.** Operational efficiency is increased by the responsible management of the benefit
23 time usage.

24 **7.5 Absence**

25 Employees are expected to schedule BT as far in advance as possible to facilitate workload
26 planning. Employees are expected to notify the County of any unscheduled absence in accordance
27 with WTD notice requirements. All BT and SL time shall be coordinated with, and supplementary
28 to, worker's compensation.

1 FLSA non-exempt (hourly) employees who become ill or who are injured while at work shall
2 apply the applicable accrued SL or BT for that portion of the shift that they are unable to complete.
3 Hourly employees may use accrued SL and BT in increments of one-half hour.

4 Fair Labor Standards Act (FLSA) exempt employees (salaried) use accrued BT and SL in
5 increments of not less than one regular workday. Salaried employees who are absent for part of a
6 workday will not be required to charge such absences against any accrued leave balances nor will the
7 employee's pay be reduced.

8 Comprehensive leave eligible employees unable to work because of any other personal
9 emergency not related to employee or eligible family member illness or injury shall be eligible to use
10 BT for any unworked but scheduled hours upon approval by the supervisor.

11 BT and SL will be paid only to the extent that BT and SL hours have been accrued by the
12 employee in a pay period immediately preceding the absence.

13 **7.6 Use of BT before Retiring or Separation**

14 BT Usage for Retiring or Separating Comprehensive Leave Eligible Employees – Not
15 withstanding other protected leave usage, bargaining unit comprehensive leave eligible employees
16 who retire or separate with an irrevocable notice of resignation a minimum of six months prior to
17 their last day worked at the County (exclusive of the BT usage) may use up to 480 hours of approved
18 BT.

7.7 BT and SL Accruals

BT accrual shall be as follows:

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
Less than 5 years	248	9.538	0.1192
5 years but less than 8 years	272	10.462	0.1308
8 years but less than 10 years	280	10.769	0.1346
10 years but less than 16 years	312	12.000	0.1500
16 years but less than 17 years	320	12.308	0.1538
17 years but less than 18 years	328	12.615	0.1577
18 years but less than 19 years	336	12.923	0.1615
19 years but less than 20 years	344	13.231	0.1654
20 years but less than 21 years	352	13.538	0.1692
21 years but less than 22 years	360	13.846	0.1731
22 years but less than 23 years	368	14.154	0.1769
23 years but less than 24 years	376	14.462	0.1808
24 years but less than 25 years	384	14.769	0.1846
More than 25 years of service	392	15.077	0.1885

SL accrual shall accumulate for comprehensive leave eligible employees at a rate of 0.0269 hours per hour. While this accrual is more generous than what is required under Washington State law, there are circumstances where an employee may receive additional sick leave accruals. To ensure all employees earn the correct amount of leave, payroll staff multiplies the number of hours an employee worked by 0.025 at the end of each pay period. That number is then compared to what the employee accrued under the above. The higher amount of leave is awarded to the employee. Short-term temporary and administrative interns will earn SL at the rate of 0.025 hours per hour worked.

All leave accruals will be prorated for regular part-time employees on the percentage of full-time worked.

The hourly accrual rates indicated in this article shall not be construed to mean that salaried employees receive compensation based on number of hours worked.

7.8 BT Accumulation and Conversion

For comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st to the next pay period shall be 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the forfeiture of BT, Employees who have greater than 320 hours at that time shall have the option to convert up to 80 hours to cash, down to a balance of 320 hours.

For employees hired before July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before the pay period that contains April 1st of to the next pay period shall be 600 hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least 480 hours at that time shall have the option to convert up to 40 hours to cash, down to a balance of 480 hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the pay period that contains April 1.

There shall be no limit on the amount of SL accrued.

7.9 Upon Retirement or Death

Upon retirement from the County or death, a comprehensive leave eligible employee or their beneficiary shall be paid for up to 480 hours, or 320 hours for employees hired on or after July 1, 2023, of accrued BT at 100% and for all accrued SL at 35%. Retirement as a result of length of service means an employee is eligible, applies for, and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

7.10 Upon Separation

Comprehensive leave eligible employees shall be paid for accrued BT to their date of separation if they have successfully completed their first six months of County service in a paid comprehensive leave eligible position up to 480 hours maximum, 320 maximum for employees hired on or after July 1, 2023, and any remainder shall be forfeit and not be paid. Payment shall be made at the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If employees leave prior to successful completion of the first six months of County service, they shall forfeit and not be paid for accrued BT.

1 Separation from employment except by reason of retirement, death, layoff, or non-disciplinary
2 medical reasons will cancel all SL accrued to the paid comprehensive leave eligible employee as of the
3 date of separation. Should an employee in a comprehensive leave eligible position resign in good
4 standing, be laid off or separated for non-disciplinary medical reasons and return to County
5 employment within two years, the employee's accrued SL will be restored.

6 **7.11 Holidays**

7 All work performed on the holidays identified in the CLA by hourly employees shall be
8 approved in advance by the supervisor to be paid at the contractual overtime rate specified in Article
9 8.2 for all hours worked.

10 Holidays will be on the day the County observes the holiday. Employees will use accrued
11 BT, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in
12 order to receive compensation for the holiday. Holiday time must be used no later than the following
13 pay period.

14 An employee who does not have sufficient accrued leave will not be paid for the holiday,
15 unless as above, an hourly employee works on the holiday with the approval of his supervisor.
16 Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the
17 approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular
18 day off.

19 **ARTICLE 8: OTHER LEAVES**

20 **8.1 Executive Leave.** Employees covered by this Agreement who are employed in a bona
21 fide executive, administrative or professional capacity and are in turn exempt from overtime
22 payments under the Federal Fair Labor Standards Act will be eligible for up to ten days of Executive
23 Leave per year pursuant to County policy and are expected to work the hours necessary to
24 satisfactorily perform their jobs; provided, however, all such employees will receive a minimum
25 amount of Executive Leave per year, as follows:

26 **A.** Employees in FLSA-exempt positions on January 1st of each year will receive
27 three days of Executive Leave per year, granted on January 1st.

28 **B.** Employees hired, transferred or promoted into FLSA exempt positions during the

1 course of the calendar year shall be entitled to a minimum amount of Executive Leave, granted upon
2 placement in the exempt position, according to the following schedule below. Additional Executive
3 Leave may be granted on a discretionary basis above these minimums consistent with County policy
4 (2021-0010) and any applicable department policies concerning Executive Leave awards.

5 1. Before April 30th: Three days of Executive Leave (minimum);

6 2. May 1or after : Two days of Executive Leave (minimum);

7 C. FLSA non-exempt employees assigned to special duty in an FLSA exempt
8 position for a period of six months or longer will be entitled to one day of executive leave for each
9 four months of assignment duration during a calendar year; provided, that the employee must serve a
10 full 30 days in the assignment for the month to be counted. Executive leave in such case will be
11 granted at the beginning of the assignment based upon the expected duration, and increased as
12 necessary if the original assignment is extended.

13 **8.2 Administrative Leave With Pay.** If the department director determines that
14 circumstances exist that make the immediate removal of an employee from the workplace to be in the
15 best interests of the county, an employee may be placed on administrative leave with pay for up to 30
16 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for
17 administrative leave exceeds 30 calendar days it shall be consistent with Paid Administrative Leave
18 policy 2023-0002, Paid administrative leave shall be stipulated in writing and provided consistent
19 with King County policies (i.e. Paid Administrative Leave 2023-0002).

20 **8.3 Additional Leave.** If state or federal law provides additional leave benefits that an
21 employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves
22 as well.

23 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

24 **9.1 Regular Schedule.** Regular work shifts for full-time employees are eight hours per day
25 (exclusive of the meal period) for five days per week, with Saturday and Sunday generally the days
26 off. FLSA exempt employees are required to work the hours needed to perform their duties and will
27 receive their normal rate of pay for the workweek regardless of whether they are on a standard or
28 alternative work schedule.

1 **9.2 Alternative Work Schedules.** A full-time employee may request, a four day, 40 hour
2 work week, a nine day, 80 hour bi-weekly work schedule, or other alternative schedule in order to
3 support the County Commute Trip Reduction program. Employees will submit written requests for
4 alternative work schedule approval to the section manager/designee. Requests will be evaluated and
5 approved or denied relative to the business needs of the organization, and must be reviewed at least
6 annually. In administering any such alternative work schedule, the following working conditions
7 shall prevail:

8 **A.** Employee participation shall be on a voluntary basis unless the section manager
9 determines that an alternative schedule is essential to the business needs of the organization. The
10 establishment of and approval for alternative work schedule is vested solely within the purview of the
11 County and may be changed from time to time. Such changes will normally require at least a two
12 week notice to the employee.

13 **B.** Section 7.11 sets forth terms regarding holidays and alternate work schedules.

14 **C.** If multiple employees in a work group desire an alternative work schedule with the
15 same days off, the County may, upon written notice to TEA, subject requests for alternative
16 schedules to a bidding process, with priority given to employees in order of decreasing seniority.

17 **D.** Employees who currently work on an alternative work schedule shall be permitted
18 to retain that work schedule, subject to the management approval requirements in Section 9.2.A.

19 **9.3 Overtime.**

20 **A.** Except as otherwise provided in this Article, contractual weekly overtime shall be
21 paid to FLSA non-exempt employees for all hours worked in excess of forty (40) hours per FLSA
22 workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

23 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
24 times the combined amount of the employee’s hourly base rate of pay plus any applicable pay
25 premiums in effect at the time the overtime is worked (known as “time and one half”).

26 All hours compensated shall count as “hours worked” for purposes of determining eligibility
27 for contractual weekly overtime

1 If the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall
2 be paid the higher rate of pay pursuant to the FLSA.

3 **B.** Overtime work shall require the prior approval of the employee's section
4 manager/designee.

5 **C.** Benefit Time and worked hours on a holiday (which are paid at the Contractual
6 Overtime Rate) shall not be combined to equal greater than the employee's normally scheduled
7 workday for the purposes of determining compensated hours in the workweek for overtime purposes.

8 **9.4 Compensatory Time.** A FLSA non-exempt employee may request, and with approval of
9 the section manager, may receive time off in lieu of overtime pay. Such time shall be earned on a
10 time and one-half basis as provided under this Article. In accordance with the law the employee must
11 initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
12 accumulations will be governed by County policy. Any unused compensatory time will be cashed
13 out on the last payroll of the year.

14 **9.5 Benefits for Employees Held Over.** Employees asked to work beyond their normally
15 scheduled shift may use a County telephone to notify home when travel plans have changed.
16 Employees working two consecutive hours of unscheduled overtime immediately following the
17 employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up
18 to six dollars. This provision only applies when employees are not informed of the need for overtime
19 in advance of the start of their shift. Employees must submit meal receipts to their supervisor to
20 receive reimbursement.

21 **9.6 Call Back.** A FLSA non-exempt employee covered by this Agreement who is not on
22 standby and is called to duty after completion of their regular shift or workweek, not contiguous with
23 the employee's next regular shift shall be granted a minimum of four hours pay at the Contractual
24 Overtime Rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
25 the completion of required work. In the event this overtime work is accomplished prior to the normal
26 working hours and the employee subsequently works their regular shift, pay for the regular shift shall
27 be at the employee's straight time rate.

28 **9.7 Definition of Call Back.** A Call Back shall be defined as a circumstance where an FLSA

1 non-exempt employee has left the work premises at the completion of their regular work shift and is
 2 required to report to duty prior to the start of their next regularly scheduled work shift. An employee
 3 who is called back to report to work before the commencement of their regular work shift shall be
 4 compensated in accordance with the Call Back provisions under Section 9.6. An individual on
 5 standby pay is not eligible for call back pay.

6 **9.8 Home Free Guarantee.** The County will operate a program to provide employees with a
 7 free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
 8 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
 9 employee to leave work at other than the employee’s regularly scheduled quit time. Determination of
 10 what constitutes a qualified emergency will be made at each worksite by the employee designated by
 11 the County. Employees can exercise their home free guarantee a maximum of eight times per
 12 calendar year.

13 **ARTICLE 10: LAYOFF, RECALL AND TRANSFER**

14 **10.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs
 15 will be conducted at the division level. The WTD director/designee will provide written notification
 16 to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff
 17 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the
 18 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released;
 19 provided, however, that WTD may retain a limited number of TLT employees during layoffs when
 20 there exists a legitimate business need to do so (e.g., the TLT is working on a project which is
 21 expected to be completed within four months of the date the layoff takes effect, the TLT possesses or
 22 the project requires unique skills and/or experience within the broader skill area, the project involves
 23 extensive communication and relationship with community members, etc.).

24 Additionally, prior to imposing a layoff for lack of work, the County and the Union will enter
 25 into a dialogue with the objective of avoiding the layoff consistent with business needs of WTD. The
 26 County will recall work assigned to consultants in order to avoid or reduce layoffs if there is a
 27 relationship between the consultant work and the potential layoff and if according to WTD: 1) the
 28 consultant work can be done by TEA employees in the bargaining unit, and 2) the recall can be done

1 in a manner that does not compromise quality, schedule and the overall business needs of the body of
2 work or the project being recalled.

3 **10.2 Bumping.** A regular career service employee who has completed the probationary
4 period in their current position, may accept layoff or elect to bump an employee with less seniority
5 covered by this Agreement, as provided within this section; provided, however, that a TLT employee
6 who has been retained through layoff pursuant to Section 10.1 shall not be bumped. An employee
7 will have five workdays from the time of written notification of layoff to provide written response to
8 the County of their intent to exercise their bumping rights. An employee will forfeit their bumping
9 rights if their written response is not submitted within five days or the County has not accepted a late
10 filing of the response. The County will, if it determines that there are warranting circumstances,
11 accept a late filed response from an employee. Late response from those employees who could not
12 be notified of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

13 Should the County accept the late filing, the resultant adversely affected employee(s) may not
14 grieve such decision. Also, such acceptance of a late filing will not result in the re-administration of
15 the bumping process.

16 An employee notified of layoff and each subsequently displaced employee may select any one
17 of the following alternatives rather than accepting layoff:

18 **A.** Bump within the WTD to displace the least senior employee in the same
19 classification for which they are qualified;

20 **B.** Bump the least senior employee within the WTD in a lower paying classification
21 in the same classification series for which they are qualified;

22 **C.** Bump the least senior employee within the WTD in a lower paying classification
23 outside of their current classification series that they have previously attained career service status by
24 serving a probationary period or had the probation period waived by the County and for which they
25 are qualified;

26 **D.** Bump the least senior employee within the WTD in a lateral classification (one
27 that has the same top rate of pay) for which they are qualified and has previously served a
28 probationary period or had probation waived by the County.

1 **10.3 Transfer.** In lieu of laying off a career service employee, the director of the
2 Department of Human Resources/designee may reassign such employee to a comparable, vacant
3 position, when the director determines such reassignment to be in the best interest of the County.

4 **10.4 Recall Rights.** A career service employee who is laid off will have recall rights to their
5 previous position for two years from the date of layoff. An employee retains their recall rights if they
6 accept a lesser position with the County. An employee who is laid off shall forfeit their recall rights
7 if they refuse a recall to a comparable position.

8 **10.5 Notice of Recall.** A career service employee will have ten days from the date the notice
9 of recall is sent by certified mail in which to notify the County of whether they will accept the
10 position. The County will consider the employee’s failure to notify the County within ten days as a
11 refusal, however, if the County determines that there are warranting circumstances, it may accept a
12 late notice from an employee. Notices will be in writing. It is the employee’s responsibility to keep
13 the County informed of their current address.

14 **10.6 Reinstatement.** A career service employee recalled within two years from the time of
15 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
16 layoff, and benefit time accrual rate restored.

17 **ARTICLE 11: PROBATION, COUNSELING, AND CAUSE FOR DISCIPLINE**

18 **11.1 Probationary Period for New employees.** All employees hired into a new regular
19 Career Service position must first serve a six-month probationary period, which may be extended at
20 the County’s discretion for up to twelve months. The County will provide a courtesy notice to TEA
21 of probation extension document. Employees who have been assigned to a position as an acting or
22 TLT shall be provided credit for such time toward this period at the discretion of the appointing
23 authority. A new employee shall receive a one-step pay increase after completion of six months of
24 employment during the probationary period, unless the employee is already at the top step (Step 10)
25 of the wage range (see also 17.6).

26 Employees in probationary status are considered in “at-will” employment and may be
27 separated without the right to grieve or appeal their probationary separation.

28 **11.2 Trial Service Period upon Promotion, Transfer or Demotion.** Career Service

1 bargaining unit employees promoted or transferred to a new position in the bargaining unit shall be
2 subject to a six-month trial service period in the new position. Employees who have been performing
3 the work of the new position in an acting capacity may be provided credit for such time toward this
4 period at the discretion of the appointing authority. An employee successfully completing a trial
5 service period may be eligible for a one step pay increase at the discretion of the hiring authority.

6 An employee who does not successfully complete the trial service period in a position to
7 which the employee has been promoted, transferred may be restored to the employee's former
8 position, former salary, and all other benefits to which the employee would have been entitled if the
9 promotion or transfer had not occurred. Provided further, there are no reversion rights if discharged
10 for cause. Reversion will occur if the former position is still vacant (has not been offered and
11 accepted by an applicant), and the position still exists. If the former position is unavailable, the
12 individual will be offered any vacant WTD TEA represented position for which they are qualified. If
13 they accept a lower range position, they will have recall rights to the next available position of the
14 range they had at the time of the initial transfer for a period of up to two years. If no vacancy exists,
15 the employee shall be separated from employment and shall be eligible for recall to any of the
16 positions specified in this section for a period of up to two years. If they refuse to accept a position
17 of equal range and similar duties (to the position initially vacated) for which they are qualified, they
18 will be discharged without recall rights. An employee not successfully completing a trial service
19 period upon voluntary or involuntary demotion will be separated from employment with no reversion
20 or recall rights.

21 **11.3. Verbal and Written Counseling.** Instances of prior counseling shall not be used as a
22 resolved disciplinary action for purposes of future disciplinary actions. However, instances of prior
23 counseling may be used as prior notice to the employee and may be taken into account accordingly
24 for subsequent disciplinary actions. Additionally, employees may provide a written response to any
25 counseling maintained in the employee's personnel file, and said response shall be maintained in the
26 employee's personnel file as well.

27 **11.4 Cause for Disciplinary Action.** An employee may be disciplined for any of the
28 following causes, or for any other justifiable cause:

- 1 • Dishonesty, including but not limited to dishonesty in securing appointment
- 2 • Gross misconduct
- 3 • Incompetence
- 4 • Inefficiency
- 5 • Unauthorized absence, including patterns of continual tardiness
- 6 • Neglect of duty
- 7 • Insubordination
- 8 • Consumption of or being under the influence of alcohol or other drugs while on
- 9 duty
- 10 • Conviction of a crime
- 11 • Disorderly conduct while on duty
- 12 • Negligent, reckless or knowing damage to or waste of public property
- 13 • Violation of any of the provisions of applicable federal or state law relating to
- 14 political activities
- 15 • Negligent, reckless or knowing violation of any of the provisions of the personnel
- 16 guidelines or this Agreement.
- 17 • Violation of any lawful order, directive, or policy of a superior, including but not
- 18 limited to the Executive, department directors and division managers, or a violation
- 19 of the Employee Code of Ethics.

20 **ARTICLE 12: CONFLICT RESOLUTION**

21 The County and TEA commit to addressing and resolving issues in a fair and responsible
22 manner and to use conflict resolution methods when appropriate. The County and TEA’s relationship
23 depends on mutual respect and trust built upon the ability to recognize the individual employee’s
24 value to the County and the employee’s investment in the County. Early and informal resolution of
25 disagreements and workplace problems will enhance the productivity and quality of the workplace. It
26 shall be a goal of the County and TEA employees to enter the dispute resolution process before a
27 problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in
28 conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles

1 of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the
2 conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure
3 provisions set forth in CLA Article 26, unless by mutual agreement of TEA and the County.

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

5 **13.1 No Work Stoppages.** The County and the Association agree that the public interest
6 requires efficient and uninterrupted performance of County services and to this end pledge their best
7 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association
8 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
9 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
10 County functions by employees under this Agreement and, should same occur, the Association agrees
11 to take appropriate steps to end such interference. Any concerted action by employees shall be
12 deemed a work stoppage if any of the above activities occurs.

13 **13.2 Association's Responsibilities.** Upon notification in writing by the County to the
14 Association that any employees covered by this Agreement are engaged in such work stoppage, the
15 Association shall direct such employees to cease such stoppage and provide the County with a copy
16 of such order. In addition, if requested by the County, a responsible official of the Association shall
17 publicly order such employees to cease engaging in a work stoppage.

18 **ARTICLE 14: PART-TIME AND TEMPORARY EMPLOYMENT**

19 **14.1 Part-Time Employees.** The section manager/designee may approve an employee's
20 request for a part-time schedule. Such approval is conditional on the County's determination of its
21 business needs, and may be rescinded at any time due to changing business needs. The County shall
22 normally provide a part-time employee at least a two week notice of any necessary change to the
23 employee's part-time status.

24 All regular part-time employees scheduled for one-half time or more shall receive full medical
25 benefits and privileges and prorated leave benefits. For FLSA non-exempt employees, any hours
26 worked in excess of the part-time employee's approved schedule up to 40 hours per week shall be
27 paid at the straight time rate. Compensation for hours paid in excess of 40 hours per week for non-
28 exempt part-time employees shall be in accordance with Article 9.

1 **14.2 Part-time FLSA Exempt Employees.** Part-time regular employees are those
2 employees who work at least half-time but less than full-time in a calendar year. The following
3 applies to part-time regular employees who are in job classifications that have been designated as
4 FLSA exempt:

- 5 • Part-time regular employees are treated for all purposes including compensation
6 consistent with the FLSA designation of their job classification.
- 7 • Part-time regular FLSA exempt employees have their workload expectations and
8 pay established relative to a full-time position.
- 9 • In accordance with the Executive Policy PER 8-1-2 (AEP), with approval of the
10 DHR director, an employee who would otherwise be exempt from the FLSA may be compensated on
11 an FLSA non-exempt basis when the department director determines that this method is in the best
12 interests of the department.
- 13 • Part-time regular FLSA exempt positions may be approved by hiring authorities on
14 the following bases, in which both the pay level and workload expectations are established relative to
15 a full-time equivalent (FTE) position:
 - 16 ▪ 0.5 FTE (20 hours per workweek)
 - 17 ▪ 0.6 FTE (24 hours per workweek)
 - 18 ▪ 0.75 FTE (30 hours per workweek)
 - 19 ▪ 0.8 FTE (32 hours per workweek)
 - 20 ▪ 0.9 FTE (36 hours per workweek)

21 **ARTICLE 15: TIME, SPACE, AND PROPERTY**

22 **15.1 Workplace Access.** TEA representatives may, after notifying the appropriate section
23 manager in charge, visit the work location of employees covered by this Agreement at any reasonable
24 time for the purpose of investigating grievances. Such representative shall limit their activities during
25 such investigations to matters relating to this Agreement.

26 **15.2 Facilities.** County space and facilities may be used by the Association for the purposes
27 of administering the terms of this agreement so long as it does not interfere with the normal
28 operations of the work site.

1 **15.3 Release Time.** The County agrees to recognize up to eight employees appointed and
2 identified by TEA as representatives. When contract administration business is conducted during
3 working hours, these employees are responsible for coordinating in advance with their section
4 manager or designee so as to not negatively impact section workload. Contract administration
5 includes Weingarten hearings, formal and informal grievances, mediation hearings and other
6 meetings (excluding arbitrations), and similar contract related work with section managers and
7 division management. TEA meetings that do not include section managers or division management
8 will be conducted during non-working hours, meal periods or break periods. Release time for
9 appendix negotiation sessions between the County and TEA will be limited to no more than four
10 employees.

11 **ARTICLE 16: WAGE RATES**

12 **16.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

13 **16.2 Normal Withholding.** All wages paid pursuant to this Agreement shall be subject to
14 regular and legally required withholding; this will include deductions for purposes of the Public
15 Employment Retirement System (PERS). The County shall be responsible to the Department of
16 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible
17 to the County for repayment of the employee's share of their PERS contribution. Each individual
18 shall have the PERS employee obligation deducted from any retroactive payment check.

19 **16.3 Implementation Schedule.** The County will implement any pay increases set forth in
20 this Agreement as soon as practicable and consistent with all applicable laws.

21 **16.4 Professional Registration and Certification Pay.**

22 **16.4.1 Introduction.** To encourage professional development and to ensure the
23 employment of qualified personnel in appropriate classifications, compensation for professional
24 licenses and certifications will be provided in accordance with this article. Such compensation shall
25 be paid to those employees who have obtained professional licenses and certifications or completed
26 further education or paid for memberships in organizations that are directly applicable to their
27 employment. For employees with an adjusted service date on or after January 1, 2026, if the
28 professional license or certification is listed as a job requirement in the classification specification

1 (excludes requirements that are only listed in job postings), the employee will be ineligible for the
2 professional license or certification premium for that particular license or certification under 16.4.2
3 or 16.4.3.

4 **16.4.2 Professional Licenses.** Employees who have one or more current
5 Washington State professional licenses in the branches of Architect, Civil, Mechanical, Electrical,
6 Chemical, Environmental, Sanitary, or Structural that directly applicable to their current job and the
7 license will be eligible to receive \$150 dollars per month (maximum) regardless of the number of
8 professional licenses.

9 **16.4.3 Certifications and Professional Designations.** Employees who have one or
10 more valid certifications identified per Section 16.4.3.A below in a discipline directly applicable to
11 their employment shall be paid an additional \$75 dollars per month per certification up to a
12 maximum of \$150 dollars per month regardless of the number of certifications or professional
13 designations. Employees must provide at least bi-annual documentation of a certification to receive
14 compensation, or annually if certification requires annual renewal. Membership in an organization
15 does not qualify an employee for compensation.

16 **A. Certifications and Professional Designations Eligible for Premium**

17 **Pay.**

- 18 • ACI American Concrete Institute Concrete Construction Special Inspector (CM
19 Classification Only)
- 20 • ASPE American Society of Plumbing Engineers Plumbing Design Certification (Engineers
21 only)
- 22 • AWS American Welding Society Certified Welding Inspector (CM Classification Only)
- 23 • IAEE International Association of Electrical Inspectors Master Electrical Inspector (CM
24 Classification Only)
- 25 • Crane Institute of America Certified Overhead Crane Inspector Certificate (CM
26 Classification Only)
- 27 • IRWA International Right of Way Association designations Certification pay is authorized
28 and limited to employees working in the classifications of Real Property Agents, and Water Quality

- 1 Project Program Manager classifications in PPD and ECSS, when demonstrated as being job related.
- 2 • NACE National Association of Corrosion Engineers and Association for Material
 - 3 Protection and Performance and Society for Protective Coatings (known as AMPP) (CM
 - 4 Classification Only) or one of the following: Steel Structures Painting Council (SSPC), Protective
 - 5 Coating Inspector (PCI) or Concrete Coating Inspector (CCI) certifications. CCI and PCI are
 - 6 designations for special inspectors.
 - 7 • RCI Roof Consultant Institute Registered Roof Observer (RRO) or Registered Roof
 - 8 Consultant (RRC)
 - 9 • Association of Energy Engineers (AEE) Certified Energy Managers (CEM)
 - 10 • American Institute of Certified Planners
 - 11 • CMI Construction Manager
 - 12 • Certified Public Accountant
 - 13 • Hazardous Waste Certification HAZWOPER (when required by the job)
 - 14 • One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC,
 - 15 AMC (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM
 - 16 Classifications Only)
 - 17 • One of: International Right of Way Association – RWA, RWP/SRWA, including
 - 18 Specialist of Industry (Oil & Gas; Electric & Utility; Transportation; Generalist) credentials.
 - 19 Specialties: R/W-AC Appraisal Certification, R/W-AMC Asset/Property Management Certification,
 - 20 R/W-NAC Negotiation and Acquisition Certification, R/W-RAC Relocation Assistance Certification,
 - 21 R/W-URAC Uniform Act Certification, Appraisal Cross Certification (Real Property Agent,
 - 22 Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
 - 23 • One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC
 - 24 (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications
 - 25 Only)
 - 26 • One of: Project Management Institute Certification (PMP, PMR)
 - 27 • ICC Underground Storage Tank Installation/Retrofitting Certification
 - 28 • Washington State Associate Brokers License (Real Property Agent, Environmental

1 Programs Managing Supervisor, and WQPPM Classifications Only)

- 2 • Washington State Bar Association
- 3 • Washington State Geologist License
- 4 • Washington State Certified Real Estate Appraiser (Real Property Agent, Environmental

5 Programs Managing Supervisor, and WQPPM Classifications Only)

- 6 • One of: Journey Electrician or Master Electrician or Electrical Administrator (CM

7 Classification Only)

- 8 • One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification

9 Only)

- 10 • Wastewater Treatment Operator

- 11 • One of: SAVE International (AVS, VMP, CVS)

- 12 • One of: AACE International (CCCTTM/CCETM, CCTTM, EVPTM, and PSPTM), Certified

13 Scheduling Technician (CST)

- 14 • Classical RCM or RCM 2 Facilitator

- 15 • Certified Maintenance and Reliability Professional (SMRP)

- 16 • Certified Professional in Erosion and Sediment Control

- 17 • Green Building Certification Institute (GBCI) LEED AP

- 18 • Design Build Institute of America

- 19 • LEED to include Envision Sustainability Professionals for ECSS, RR, and PPD Sections

- 20 • Design Build Institute of America (DBIA)

- 21 • Plumbing Design Certification, American Society of Plumbing Engineers.

- 22 • Professional Wetland Scientist, Society of Wetland Scientists

23 **B.** During the term of this Agreement, additional certifications may be added
24 by mutual agreement of the parties to this Agreement.

25 **16.5 Professional Memberships, Licenses and Examination Reimbursements.**

26 Employees are encouraged to join professional organizations for the purpose of further
27 professional development. The employer recognizes the value of professional affiliation and agrees
28 to reimburse up to \$600 annually for approved individual professional memberships, licenses and/or

1 examinations that are related to the employee’s position. An employee should discuss their desired
2 memberships with their supervisor and/or WTD HR to clarify whether it is an approved organization.
3 Organizations or associations that issue the certifications/designations noted in Section 16.4.3 are
4 approved, but as stated below, other restrictions may apply.

5 A. Employees may seek approval for reimbursement using the newly established
6 process (form submission to supervisor for routing and approval). An employee may belong to more
7 than one organization, but total reimbursements will not exceed the annual maximum, as stated
8 above.

9 In situations when multiple employees want to join the same organization, management may
10 approve an agency level membership or limit the number of individual memberships where benefits
11 can be shared among employees. Membership dues covering a period of greater than 12 months will
12 be prorated, but shall not exceed the annual cap.

13 B. Employees may seek reimbursement for professional exams that are relevant to the
14 employee’s position and duties. Employees may only seek reimbursement for a particular exam once
15 during that year. The maximum reimbursement is limited to the amount stated above for any
16 combination of memberships and/or exams.

17 **16.6 Pay on Completing Six Months of Employment During Probation.** Newly hired
18 employees (i.e., not including promotions or trial service situations) shall receive a one-step pay
19 increase upon completion of six months of employment from the date of hire during their
20 probationary period.

21 **16.7 Pay on Promotion.** An employee who is promoted will be placed either in the first step
22 of the new salary range or at the step which is the equivalent of two steps (approximately five
23 percent) more than the employee’s former salary step, whichever is greater, but not to exceed the top
24 step of the new range except as provided for below.

25 If the former salary step includes an above step-ten amount as a result of an incentive
26 increase, the employee’s new salary is based upon the above step-ten amount, provided that if such
27 increase results in a salary that is above the top step of the new range (not to exceed five percent
28 above the top step) the salary will be reduced to the top step at the end of the merit period unless the

1 employee re-qualifies for an above-step-10 merit award.

2 When a promotion results from other than a reclassification, the appointing authority may
3 place the promoted employee at any higher step in the salary range when the department director
4 determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel
5 Guidelines as applicable, provided funds are available in the agency.

6 **16.8 Advancement Through Pay Range.** Employees in career service eligible positions
7 who are not on their initial six-month probationary term shall advance through the applicable pay
8 range at two step increments annually on January 1 up to step 10. However, an employee on a
9 probation extension beyond the initial six-month probationary period will continue to be eligible to
10 receive the annual January 1 step increases.

11 Advancement beyond the top of the pay range, or above-top-step merit pay shall be consistent
12 with King County policies and shall be in accordance with Executive Branch Performance Appraisal
13 and Merit Pay System Guidelines, except where such sources conflict with this Agreement. A Merit
14 Score of 4.25 will be considered “Outstanding” in accordance the with the Executive Branch
15 Performance Appraisal and Merit Pay System Guidelines and this Agreement.

16 Advancement through the new pay range for term-limited temporary employees shall be in
17 accordance with the King County Contingent Worker Manual, except where such sources conflict
18 with this Agreement.

19 **16.9 Standby Pay 10%.** FLSA non-exempt employees assigned to standby duty with a
20 pager or phone will receive ten percent of their base wage rate for each hour that they are assigned to
21 respond to a call outside their normally scheduled work hours. To qualify for the payment,
22 employees must be in a condition ready and able to report to work while assigned to respond to the
23 call. If the employee reports to work, the employee will be paid at the applicable rate of pay under
24 this Agreement and will not receive standby pay during that time. FLSA exempt employees shall not
25 be eligible for standby pay.

26 **16.10 Night Work Premium.** FLSA non-exempt employees who’s regular hours are
27 scheduled for night work (between or overlapping the hours of 8 p.m. and 4 a.m.), will be entitled to
28 a night work premium of five percent of their base rate of pay for each scheduled hour worked

1 between 8 p.m. and 4 a.m. FLSA exempt employees shall not be eligible for the night work
2 premium.

3 **ARTICLE 17: SPECIAL CONDITIONS**

4 **17.1 Authorized Leave Due to Inclement Weather or Safety Concerns.**

5 A. Administrative offices and operations of the County will remain open during
6 inclement weather unless directed otherwise by the County Executive or respective department
7 director.

8 B. Where a department director officially closes operations in their department
9 because of adverse weather conditions, or orders employees to leave the premises because of safety
10 concerns, all non-essential employees who are scheduled to work will be paid for the normally
11 scheduled workday. This applies to affected overtime exempt as well as hourly employees.

12 1. Employees who previously requested and have been approved for time off
13 (e.g., benefit time or sick leave, compensatory time-off, leaves of absence) will have hours deducted
14 from their accruals as approved.

15 2. Temporary (other than provisional, probationary, and term-limited
16 temporary) and part-time employees will be paid for hours actually worked.

17 3. Essential employees who are scheduled to work but do not because of
18 adverse weather conditions may use accrued benefit time or comp time (FLSA non-exempt
19 employees), or accrued benefit time or executive leave (FLSA exempt employees), or the time will be
20 charged as leave-without-pay for the scheduled work day. A department director or designee shall
21 make the determination as to which employees are essential and, consequently, which employees are
22 required to report for work despite emergency conditions.

23 C. Where a department, office or facility remains open but weather conditions prevent
24 an employee from reporting to work, the following will apply:

25 1. The employee will notify his or her supervisor as soon as possible.

26 2. The employee may request, and the section manager/designee may approve,
27 the use of compensatory time, benefit time, or leave without pay to cover absences due to inclement
28 weather. Sick leave may not be used to cover absences due to inclement weather.

1 **17.2 Defense and Indemnification.** Defense and indemnification of employees shall be in
2 accordance with King County Code 2.21.

3 **ARTICLE 18: RETIREMENT**

4 All eligible employees shall be covered by the Public Employee Retirement System.

5 **ARTICLE 19: EMPLOYMENT LISTS**

6 An employment list which has been created for one or more vacancies may be used multiple
7 times within 12 months of its initial creation. Otherwise, a previous employment list may not be
8 reused for future vacancies.

9
10 **ARTICLE 20: ADDENDUM A WAGE TABLE EFFECTIVE DATE**

11 **20.1 Effective date of classification pay rate changes.** The classification wage increases in
12 the Wage Addendum that have not been implemented will be effective January 1, 2026, for
13 retroactive pay calculation purposes.

14 **20.2 Step placement.** Employees in classifications with pay range adjustments will be placed
15 on the new wage ranges step-to-step basis on the implementation date identified in 20.1.

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For the Technical Employees' Association:

DocuSigned by:
 10/31/2025

51A1EF0F82054A3...
Jennifer Ash
President

For King County:

DocuSigned by:
 10/31/2025

7231D66CAAAF4EF...
Andre Chevalier
Interim Labor Relations Manager
Office of Labor Relations

cba Code: 459

APPENDIX A

Union Code: W4

Technical Employees' Association

Wastewater Treatment Division, Department of Natural Resources Parks, Supervisors and Staff

Staff

2026 (+3.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2810200	281307	Administrator II	56	\$44.4332	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215
2810300	281402	Administrator III	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
2131100	214109	Business and Finance Officer I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
2131200	214213	Business and Finance Officer II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2131300	214308	Business and Finance Officer III	62	\$51.2280	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126	\$64.9345
2215100	223802	Contract Specialist I	56	\$44.4332	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215
2215200	223902	Contract Specialist II	61	\$50.0274	\$52.4538	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126
4300100	431208	Customer Service Specialist I	32	\$25.1484	\$26.3681	\$27.0007	\$27.6489	\$28.3125	\$28.9920	\$29.6879	\$30.4002	\$31.1300	\$31.8769
4300200	431312	Customer Service Specialist II	36	\$27.6507	\$28.9920	\$29.6879	\$30.4002	\$31.1300	\$31.8769	\$32.6420	\$33.4254	\$34.2276	\$35.0490
7119100	717002	Project Control Engineer I	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
7119200	717102	Project Control Engineer II	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
7119300	717202	Project Control Engineer III	67	\$57.6776	\$60.4748	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099
7119400	710303	Project Control Engineer IV	71	\$63.4172	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852
7119600	710501	Project Control Engineer V	74	\$68.0939	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145	\$84.2899	\$86.3132
2441100	243110	Project/Program Manager I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
2441200	243212	Project/Program Manager II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2441300	243312	Project/Program Manager III	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
2441400	243404	Project/Program Manager IV	68	\$59.0619	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099	\$74.8643
2634100	264802	Real Property Agent I	52	\$40.4117	\$42.3716	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239
2634200	264902	Real Property Agent II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2634300	265002	Real Property Agent III	64	\$53.7166	\$56.3220	\$57.6736	\$59.0578	\$60.4750	\$61.9263	\$63.4126	\$64.9347	\$66.4932	\$68.0888
2634400	265102	Real Property Agent IV	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2243100	225303	Records Management Specialist	46	\$35.0517	\$36.7516	\$37.6335	\$38.5369	\$39.4617	\$40.4086	\$41.3786	\$42.3715	\$43.3886	\$44.4299
2502200	252701	Special Project Manager II	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2410400	240201	Wastewater Asset Program Manager I	66	\$56.3260	\$59.0578	\$60.4751	\$61.9265	\$63.4127	\$64.9344	\$66.4930	\$68.0889	\$69.7231	\$71.3966
2410500	240301	Wastewater Asset Program Manager II	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2410600	244601	Wastewater Capital Program Manager - I	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
2410700	244701	Wastewater Capital Program Manager - II	74	\$68.0939	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145	\$84.2899	\$86.3132
7160100	712302	Wastewater Capital Project Manager I	57	\$45.4996	\$47.7064	\$48.8514	\$50.0238	\$51.2239	\$52.4536	\$53.7126	\$55.0016	\$56.3217	\$57.6734
7160200	712402	Wastewater Capital Project Manager II	62	\$51.2280	\$53.7127	\$55.0018	\$56.3218	\$57.6735	\$59.0577	\$60.4748	\$61.9262	\$63.4125	\$64.9346
7160300	712502	Wastewater Capital Project Manager III	69	\$60.4792	\$63.4125	\$64.9346	\$66.4931	\$68.0885	\$69.7228	\$71.3964	\$73.1097	\$74.8644	\$76.6613
7160400	712602	Wastewater Capital Project Manager IV	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
7117100	715102	Wastewater Construction Management I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
7117200	715202	Wastewater Construction Management II	61*	\$50.4748	\$52.9228	\$54.1929	\$55.4935	\$56.8253	\$58.1891	\$59.5856	\$61.0157	\$62.4801	\$63.9796
7117300	715302	Wastewater Construction Management III	66*	\$56.8295	\$59.5857	\$61.0158	\$62.4802	\$63.9797	\$65.5152	\$67.0876	\$68.6977	\$70.3464	\$72.0347
7117400	715402	Wastewater Construction Management IV	70*	\$62.4847	\$65.5152	\$67.0876	\$68.6977	\$70.3464	\$72.0347	\$73.7635	\$75.5338	\$77.3466	\$79.2029
7117500	715502	Wastewater Construction Management V	73*	\$67.0924	\$70.3464	\$72.0347	\$73.7635	\$75.5338	\$77.3466	\$79.2029	\$81.1038	\$83.0503	\$85.0435
7118200	716102	Wastewater Designer - Assistant	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
7118300	716202	Wastewater Designer	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
7118400	716303	Wastewater Designer - Senior	61	\$50.0274	\$52.4538	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126
7118500	716402	Wastewater Designer - Lead	65	\$55.0059	\$57.6737	\$59.0577	\$60.4751	\$61.9265	\$63.4125	\$64.9345	\$66.4931	\$68.0889	\$69.7232
7116200	713702	Wastewater Engineer - Entry	64	\$53.7166	\$56.3220	\$57.6736	\$59.0578	\$60.4750	\$61.9263	\$63.4126	\$64.9347	\$66.4932	\$68.0888
7116300	713802	Wastewater Engineer - Journey	68	\$59.0619	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099	\$74.8643
7116400	713902	Wastewater Engineer - Senior	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
7116500	714002	Wastewater Engineer - Principal	75	\$69.7282	\$73.1100	\$74.8644	\$76.6615	\$78.5012	\$80.3853	\$82.3145	\$84.2899	\$86.3130	\$88.3846
2430100	242102	Water Quality Planner/Project Manager I	55	\$43.3918	\$45.4963	\$46.5882	\$47.7064	\$48.8514	\$50.0240	\$51.2243	\$52.4536	\$53.7121	\$55.0017
2430200	242205	Water Quality Planner/Project Manager II	60	\$48.8548	\$51.2243	\$52.4537	\$53.7127	\$55.0018	\$56.3218	\$57.6735	\$59.0577	\$60.4748	\$61.9262
2430300	242305	Water Quality Planner/Project Manager III	65	\$55.0059	\$57.6737	\$59.0577	\$60.4751	\$61.9265	\$63.4125	\$64.9345	\$66.4931	\$68.0889	\$69.7232
2430400	242404	Water Quality Planner/Project Manager IV	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012

cba Code: 459

APPENDIX A

Union Code: W4

Technical Employees' Association

Wastewater Treatment Division, Department of Natural Resources Parks, Supervisors and Staff

Staff

2027 (+3.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2810200	281307	Administrator II	56	\$46.0994	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336
2810300	281402	Administrator III	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
2131100	214109	Business and Finance Officer I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
2131200	214213	Business and Finance Officer II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2131300	214308	Business and Finance Officer III	62	\$53.1491	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906	\$67.3695
2215100	223802	Contract Specialist I	56	\$46.0994	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336
2215200	223902	Contract Specialist II	61	\$51.9034	\$54.4208	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906
4300100	431208	Customer Service Specialist I	32	\$26.0915	\$27.3569	\$28.0132	\$28.6857	\$29.3742	\$30.0792	\$30.8012	\$31.5402	\$32.2974	\$33.0723
4300200	431312	Customer Service Specialist II	36	\$28.6876	\$30.0792	\$30.8012	\$31.5402	\$32.2974	\$33.0723	\$33.8661	\$34.6789	\$35.5111	\$36.3633
7119100	717002	Project Control Engineer I	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
7119200	717102	Project Control Engineer II	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
7119300	717202	Project Control Engineer III	67	\$59.8405	\$62.7426	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515
7119400	710303	Project Control Engineer IV	71	\$65.7953	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996
7119600	710501	Project Control Engineer V	74	\$70.6474	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013	\$87.4508	\$89.5499
2441100	243110	Project/Program Manager I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
2441200	243212	Project/Program Manager II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2441300	243312	Project/Program Manager III	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
2441400	243404	Project/Program Manager IV	68	\$61.2767	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515	\$77.6717
2634100	264802	Real Property Agent I	52	\$41.9271	\$43.9605	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448
2634200	264902	Real Property Agent II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2634300	265002	Real Property Agent III	64	\$55.7310	\$58.4341	\$59.8364	\$61.2725	\$62.7428	\$64.2485	\$65.7906	\$67.3698	\$68.9867	\$70.6421
2634400	265102	Real Property Agent IV	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2243100	225303	Records Management Specialist	46	\$36.3661	\$38.1298	\$39.0448	\$39.9820	\$40.9415	\$41.9239	\$42.9303	\$43.9604	\$45.0157	\$46.0960
2502200	252701	Special Project Manager II	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2410400	240201	Wastewater Asset Program Manager I	66	\$58.4382	\$61.2725	\$62.7429	\$64.2487	\$65.7907	\$67.3694	\$68.9865	\$70.6422	\$72.3377	\$74.0740
2410500	240301	Wastewater Asset Program Manager II	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2410600	244601	Wastewater Capital Program Manager - I	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
2410700	244701	Wastewater Capital Program Manager - II	74	\$70.6474	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013	\$87.4508	\$89.5499
7160100	712302	Wastewater Capital Project Manager I	57	\$47.2058	\$49.4954	\$50.6833	\$51.8997	\$53.1448	\$54.4206	\$55.7268	\$57.0642	\$58.4338	\$59.8362
7160200	712402	Wastewater Capital Project Manager II	62	\$53.1491	\$55.7269	\$57.0644	\$58.4339	\$59.8363	\$61.2724	\$62.7426	\$64.2484	\$65.7905	\$67.3696
7160300	712502	Wastewater Capital Project Manager III	69	\$62.7472	\$65.7905	\$67.3696	\$68.9866	\$70.6418	\$72.3374	\$74.0738	\$75.8513	\$77.6718	\$79.5361
7160400	712602	Wastewater Capital Project Manager IV	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
7117100	715102	Wastewater Construction Management I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
7117200	715202	Wastewater Construction Management II*	61	\$52.3682	\$54.9081	\$56.2259	\$57.5753	\$58.9571	\$60.3721	\$61.8210	\$63.3047	\$64.8240	\$66.3798
7117300	715302	Wastewater Construction Management III*	66	\$58.9613	\$61.8209	\$63.3046	\$64.8239	\$66.3797	\$67.9728	\$69.6041	\$71.2746	\$72.9852	\$74.7368
7117400	715402	Wastewater Construction Management IV*	70	\$64.8286	\$67.9728	\$69.6041	\$71.2746	\$72.9852	\$74.7368	\$76.5305	\$78.3672	\$80.2480	\$82.1740
7117500	715502	Wastewater Construction Management V*	73	\$69.6092	\$72.9852	\$74.7368	\$76.5305	\$78.3672	\$80.2480	\$82.1740	\$84.1462	\$86.1657	\$88.2337
7118200	716102	Wastewater Designer - Assistant	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
7118300	716202	Wastewater Designer	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
7118400	716303	Wastewater Designer - Senior	61	\$51.9034	\$54.4208	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906
7118500	716402	Wastewater Designer - Lead	65	\$57.0686	\$59.8365	\$61.2724	\$62.7429	\$64.2487	\$65.7905	\$67.3695	\$68.9866	\$70.6422	\$72.3378
7116200	713702	Wastewater Engineer - Entry	64	\$55.7310	\$58.4341	\$59.8364	\$61.2725	\$62.7428	\$64.2485	\$65.7906	\$67.3698	\$68.9867	\$70.6421
7116300	713802	Wastewater Engineer - Journey	68	\$61.2767	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515	\$77.6717
7116400	713902	Wastewater Engineer - Senior	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
7116500	714002	Wastewater Engineer - Principal	75	\$72.3430	\$75.8516	\$77.6718	\$79.5363	\$81.4450	\$83.3997	\$85.4013	\$87.4508	\$89.5497	\$91.6990
2430100	242102	Water Quality Planner/Project Manager I	55	\$45.0190	\$47.2024	\$48.3353	\$49.4954	\$50.6833	\$51.8999	\$53.1452	\$54.4206	\$55.7263	\$57.0643
2430200	242205	Water Quality Planner/Project Manager II	60	\$50.6869	\$53.1452	\$54.4207	\$55.7269	\$57.0644	\$58.4339	\$59.8363	\$61.2724	\$62.7426	\$64.2484
2430300	242305	Water Quality Planner/Project Manager III	65	\$57.0686	\$59.8365	\$61.2724	\$62.7429	\$64.2487	\$65.7905	\$67.3695	\$68.9866	\$70.6422	\$72.3378
2430400	242404	Water Quality Planner/Project Manager IV	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450

ADDENDUM B

REVISED BENEFIT TIME (BT) STANDARD AND PAID SICK LEAVE

SECTION 1. EFFECTIVE DATE. Subsequent to King County Council ratification and the Ordinance Date for this Appendix, the County will give notice to the Union in 2026 about a future, to be determined pay period that will be identified when the terms of this Addendum will be implemented and replace the existing Article in the parties collective bargaining agreement (CBA) on Benefit Time Article 7 in its entirety. After the implementation date occurs, the Article on Benefit Time in the CBA will be considered null and void, and this Addendum shall govern Benefit Time and paid sick leave accruals and administration.

SECTION 2. OVERVIEW. Benefit Time (BT) is a type of paid leave (i.e., combined paid vacation and holiday paid leave hours) and a separate paid sick leave (SL) leave accrual shall also exist with a separate accrual bank. BT is only available to employees in comprehensive leave eligible positions. In contrast, SL is a type of paid leave available to both comprehensive leave eligible employees and to employees in short-term temporary positions on a more limited basis.

BT is administered with the understanding that because the business needs of the County may constrain an employee’s ability to utilize and be approved to use BT, a yearly and limited cash conversion option of BT is provided as specified below.

SECTION 3. BT ACCRUAL RATE. BT accrual shall be available to employees in comprehensive benefit eligible positions based on the employee’s adjusted service date as follows:

BT ACCRUAL TABLE				
Months of Service	Hourly Accrual Rate	Approximate Accruals		
		Days/Yr	Hrs./Yr	Hrs./Pay Period
0	0.126912	33	264	10.153
48	0.130767	34	272	10.461
96	0.134615	35	280	10.769
120	0.150005	39	312	12.000
192	0.153842	40	320	12.307
204	0.157692	41	328	12.615
216	0.161542	42	336	12.923
228	0.165380	43	344	13.230
240	0.169230	44	352	13.538
252	0.173077	45	360	13.846
264	0.176917	46	368	14.153
276	0.180767	47	376	14.461
288	0.184617	48	384	14.769
300	0.188467	49	392	15.077

SECTION 4. PAID SICK LEAVE (COMPREHENSIVE LEAVE ELIGIBLE POSITIONS). Comprehensive leave eligible employees shall accrue SL benefits at the rate of 0.0269 hours for each hour in paid status excluding overtime and excluding the use of donated leave up to a maximum of 8 hours per month, unless additional sick leave is required by state law. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave eligible position may accrue and carry over from year-to-year, except as specified. An employee is not entitled to sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with any applicable WTD Division policies related to sick leave usage.

SECTION 5. PAID SICK LEAVE (SHORT-TERM TEMPORARY (STT)

POSITIONS). Employees in STT positions 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. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with applicable WTD Division policies related to sick leave usage.

SECTION 6. BT USAGE. Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County of any unscheduled absence, in accordance with established notice requirements in established WTD Division policies.

FLSA Exempt employees use accrued BT in increments of not less than one (1) regular workday. Exempt employees who are absent for part of the workday will not be required to charge such absences against any accrued leave balances nor will the employees' pay be reduced. BT will be paid only to the extent that BT hours have been accrued by the employee in the pay period immediately preceding the absence.

SECTION 7. HOLIDAYS.

All work performed on the holidays identified in the CLA by hourly employees shall be approved in advance by the supervisor to be paid at the contractual overtime rate specified in Article 9.3 for all hours worked.

Holidays will be on the day the County observes the holiday. Employees will use accrued BT, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to receive compensation for the holiday. Holiday time must be used no later than the following pay period.

An employee who does not have sufficient accrued leave will not be paid for the holiday, unless as above, an hourly employee works on the holiday with the approval of his supervisor. Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the

1 approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular
 2 day off.

3 **SECTION 8. BT ACCUMULATION LIMIT AND ANNUAL CASHOUT**

4 **A. Annual Employee BT Cap and Cashout (600 BT hours Annual Maximum).**

5 Effective upon implementation by the County, employees with an adjusted service date on or before
 6 June 30, 2023, in comprehensive leave eligible positions with a maximum accumulated carryover of
 7 (600) BT hours (i.e. 600 BT Cap) on the pay period ending before April 1 of one calendar year to the
 8 next shall have the option to convert up to a maximum of (120) hours of BT to cash subject to also
 9 maintaining a minimum balance of (320) BT hours after cashout. Any BT in excess of 600 hours
 10 after the cashout period has concluded will be forfeited. To qualify for cashout, employees must
 11 follow the appropriate BT selection protocols provided by the County. Under this Section, employees
 12 cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the
 13 annual (120) hour BT cashout maximum per year.

14 **B. Annual Employee BT Cap and Cashout (320 BT hours Annual Maximum).**

15 Effective upon implementation by the County with notice to the Union, employees with an adjusted
 16 service date on or after July 1, 2023, in comprehensive leave eligible positions with a maximum
 17 accumulated carryover of (320) BT hours (i.e. 320 BT Cap) on the pay period ending before April 1
 18 of one calendar year to the next shall have the option to convert up to a maximum of (120) hours of
 19 BT to cash or until a minimum balance of (320) hours is reached. Any BT in excess of (320) hours
 20 after the cashout period has concluded will be forfeited. To qualify for cashout, employees must
 21 follow the appropriate BT selection protocols provided by the County. Under this Section, employees
 22 cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the
 23 annual (120) hour BT cashout maximum per year.

24 **C. BT Forfeiture or Pre-Approved Carryover.** Failure to use BT beyond the

25 maximum accrual amounts as provided in Sections A and B above as of April 1st will result in
 26 forfeiture of the BT beyond the maximum amount, unless the Division Director (or designee) has
 27 approved a carryover of such BT because of cyclical workloads, work assignments or other reasons
 28 as may be in the best interest of the County.

SECTION 9. BT CASHOUT UPON EMPLOYMENT SEPARATION. Upon employment

separation, an employee in a comprehensive leave eligible position, may upon separation have the ability to cash out their BT accruals as stated herein so long as the employee is leaving employment in good standing (i.e. not terminated for cause or resignation in lieu of discharge) or separated due to an unsuccessful probation. The County may approve an exception and allow BT to be used or cashed out if there is a termination for cause or unsuccessful probation at its discretion.

A. For eligible employees with an adjusted service date on or before June 30, 2023, the employee shall be allowed to cash out a maximum four hundred eighty (480) hours of their BT accruals at one hundred percent (100%) of the employee’s base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 480 hours will be forfeited and not subject to cashout upon separation.

B. For eligible employees with an adjusted service date on or after July 1, 2023, the employee shall be allowed to cashout a maximum of three-hundred-twenty (320) hours of their BT accruals at one-hundred percent (100%) of the employee’s base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 320 hours will be forfeited and not subject to cashout upon separation.

SECTION 10. PAID SICK LEAVE UPON EMPLOYMENT SEPARATION. In

accordance with Coalition Labor Agreement 31.2, as amended, 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. **Upon Retirement or Death.** Employees eligible for comprehensive leave benefits who have successfully completed at least five years of County service and who retire as a result of

1 length of service or who terminate by reason of death shall be paid, or their estates paid for as
2 provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated
3 sick leave multiplied by the employee's base rate of pay plus merit, if applicable, in effect upon the
4 date of leaving County employment, less mandatory withholdings. Retirement, as a result of length of
5 service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS
6 or the City of Seattle Retirement Plan immediately upon terminating County employment. Sick leave
7 cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of
8 the bargaining unit. If a retiree who cashes out their sick leave is rehired within 12 months, that
9 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who
10 returns to work will not be entitled to any cash out of their restored sick leave balance when they
11 leave County employment.

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