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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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

communications, mutual trust, and respect, and

- Enjoy challenges, work, and humor.

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

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

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

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

Section 1.1 The Preamble in its entirety.

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

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

- After Hours Support – CLA Article 43.

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

- Bereavement Leave – CLA Article 8.
- Contracting Out – CLA Article 16.
- Discipline and Sunset Clause – CLA Article 27
- Donated Leave – CLA Article 6
- FMLA/KCFML – CLA Article 11.
- Grievance Procedure – CLA Article 26.
- Job Posting – CLA Article 18.
- Jury Duty – CLA Article 5.
- Leave for Volunteer Service – CLA Article 4.
- Military Leave – CLA Article 2.
- Organ Donation Leave – CLA Article 36
- 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.

ARTICLE 2: PURPOSE

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

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

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

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

ARTICLE 3: ASSOCIATION RECOGNITION AND MEMBERSHIP

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

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

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

ARTICLE 4: RIGHTS OF MANAGEMENT

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

ARTICLE 5: WAIVER AND COMPLETE AGREEMENT

5.1 Waiver.

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

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

5.2 Modification. Should the parties agree to amend or supplement the terms of this Appendix, such amendments or supplements shall be in writing. No binding agreements, including but not limited to memorandums of understanding, side letters, etc., involving the day-to-day administration of the Appendix or the bargaining relationships will be entered into with the bargaining representative without the authorization of the King County Office of Labor Relations Director/designee.

ARTICLE 6: EMPLOYEE RIGHTS

6.1 Personnel Files.

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

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

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

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

6.2 Right to Representation. An employee, at their request, has a right to Association representation at any meeting which the employee reasonably believes may lead to disciplinary action against the employee. If the employee requests TEA representation in such a matter, the employee will be provided with reasonable time to arrange for TEA representation. The parties acknowledge that in certain instances a reasonable time may be as little as the same day.

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

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

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

ARTICLE 7: BENEFIT TIME

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

7.2 General Description

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

7.3 Definitions

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

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

7.4 Principles

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

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

7.5 Absence

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

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

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

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

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

7.6 Use of BT before Retiring or Separation

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

7.7 BT and SL Accruals

BT accrual shall be as follows:

	Accrual Rates		
Years of Employment	**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 multiples 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.

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

7.11 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 8.2 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 approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular day off.

ARTICLE 8: OTHER LEAVES

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

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

B. Employees hired, transferred or promoted into FLSA exempt positions during the course of the calendar year shall be entitled to a minimum amount of Executive Leave, granted upon placement in the exempt position, according to the following schedule below. Additional Executive Leave may be granted on a discretionary basis above these minimums consistent with County policy (2021-0010) and any applicable department policies concerning Executive Leave awards.

1. Before April 30th: Three days of Executive Leave (minimum);
2. May 1or after : Two days of Executive Leave (minimum);

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

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

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

ARTICLE 9: HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

9.3 Overtime.

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

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

All hours compensated shall count as "hours worked" for purposes of determining eligibility for contractual weekly overtime

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

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

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

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

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

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

9.7 Definition of Call Back. A Call Back shall be defined as a circumstance where an FLSA non-exempt employee has left the work premises at the completion of their regular work shift and is required to report to duty prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions under Section 9.6. An individual on standby pay is not eligible for call back pay.

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

ARTICLE 10: LAYOFF, RECALL AND TRANSFER

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

Additionally, prior to imposing a layoff for lack of work, the County and the Union will enter into a dialogue with the objective of avoiding the layoff consistent with business needs of WTD. The County will recall work assigned to consultants in order to avoid or reduce layoffs if there is a relationship between the consultant work and the potential layoff and if according to WTD: 1) the consultant work can be done by TEA employees in the bargaining unit, and 2) the recall can be done in a manner that does not compromise quality, schedule and the overall business needs of the body of work or the project being recalled.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11: PROBATION, COUNSELING, AND CAUSE FOR DISCIPLINE

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

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

11.2 Trial Service Period upon Promotion, Transfer or Demotion. Career Service bargaining unit employees promoted or transferred to a new position in the bargaining unit shall be subject to a six-month trial service period in the new position. Employees who have been performing the work of the new position in an acting capacity may be provided credit for such time toward this period at the discretion of the appointing authority. An employee successfully completing a trial service period may be eligible for a one step pay increase at the discretion of the hiring authority.

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

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

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

- Dishonesty, including but not limited to dishonesty in securing appointment
- Gross misconduct
- Incompetence
- Inefficiency
- Unauthorized absence, including patterns of continual tardiness
- Neglect of duty
- Insubordination
- Consumption of or being under the influence of alcohol or other drugs while on duty
- Conviction of a crime
- Disorderly conduct while on duty
- Negligent, reckless or knowing damage to or waste of public property
- Violation of any of the provisions of applicable federal or state law relating to political activities
- Negligent, reckless or knowing violation of any of the provisions of the personnel guidelines or this Agreement.
- Violation of any lawful order, directive, or policy of a superior, including but not limited to the Executive, department directors and division managers, or a violation of the Employee Code of Ethics.

ARTICLE 12: CONFLICT RESOLUTION

The County and TEA commit to addressing and resolving issues in a fair and responsible manner and to use conflict resolution methods when appropriate. The County and TEA's relationship depends on mutual respect and trust built upon the ability to recognize the individual employee's value to the County and the employee's investment in the County. Early and informal resolution of disagreements and workplace problems will enhance the productivity and quality of the workplace. It shall be a goal of the County and TEA employees to enter the dispute resolution process before a problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure provisions set forth in CLA Article 26, unless by mutual agreement of TEA and the County.

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

ARTICLE 14: PART-TIME AND TEMPORARY EMPLOYMENT

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

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

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

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

ARTICLE 15: TIME, SPACE, AND PROPERTY

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

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

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

ARTICLE 16: WAGE RATES

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

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

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

16.4 Professional Registration and Certification Pay.

16.4.1 Introduction. To encourage professional development and to ensure the employment of qualified personnel in appropriate classifications, compensation for professional licenses and certifications will be provided in accordance with this article. Such compensation shall be paid to those employees who have obtained professional licenses and certifications or completed further education or paid for memberships in organizations that are directly applicable to their employment. For employees with an adjusted service date on or after January 1, 2026, if the professional license or certification is listed as a job requirement in the classification specification (excludes requirements that are only listed in job postings), the employee will be ineligible for the professional license or certification premium for that particular license or certification under 16.4.2 or 16.4.3.

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

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

A. Certifications and Professional Designations Eligible for Premium Pay.

- ACI American Concrete Institute Concrete Construction Special Inspector (CM Classification Only)
- ASPE American Society of Plumbing Engineers Plumbing Design Certification (Engineers only)
- AWS American Welding Society Certified Welding Inspector (CM Classification Only)
- IAEI International Association of Electrical Inspectors Master Electrical Inspector (CM Classification Only)
- Crane Institute of America Certified Overhead Crane Inspector Certificate (CM Classification Only)
- IRWA International Right of Way Association designations Certification pay is authorized and limited to employees working in the classifications of Real Property Agents, and Water Quality

Project Program Manager classifications in PPD and ECSS, when demonstrated as being job related.

- NACE National Association of Corrosion Engineers and Association for Material Protection and Performance and Society for Protective Coatings (known as AMPP) (CM Classification Only) or one of the following: Steel Structures Painting Council (SSPC), Protective Coating Inspector (PCI) or Concrete Coating Inspector (CCI) certifications. CCI and PCI are designations for special inspectors.
- RCI Roof Consultant Institute Registered Roof Observer (RRO) or Registered Roof Consultant (RRC)
- Association of Energy Engineers (AEE) Certified Energy Managers (CEM)
- American Institute of Certified Planners
- CMI Construction Manager
- Certified Public Accountant
- Hazardous Waste Certification HAZWOPER (when required by the job)
- One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: International Right of Way Association – RWA, RWP/SRWA, including Specialist of Industry (Oil & Gas; Electric & Utility; Transportation; Generalist) credentials. Specialties: R/W-AC Appraisal Certification, R/W-AMC Asset/Property Management Certification, R/W-NAC Negotiation and Acquisition Certification, R/W-RAC Relocation Assistance Certification, R/W-URAC Uniform Act Certification, Appraisal Cross Certification (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: Project Management Institute Certification (PMP, PMR)
- ICC Underground Storage Tank Installation/Retrofitting Certification
- Washington State Associate Brokers License (Real Property Agent, Environmental

Programs Managing Supervisor, and WQPPM Classifications Only)

- Washington State Bar Association
- Washington State Geologist License
- Washington State Certified Real Estate Appraiser (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: Journey Electrician or Master Electrician or Electrical Administrator (CM Classification Only)
- One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification Only)
- Wastewater Treatment Operator
- One of: SAVE International (AVS, VMP, CVS)
- One of: AACE International (CCC™/CCE™, CCT™, EVP™, and PSP™), Certified Scheduling Technician (CST)
- Classical RCM or RCM 2 Facilitator
- Certified Maintenance and Reliability Professional (SMRP)
- Certified Professional in Erosion and Sediment Control
- Green Building Certification Institute (GBCI) LEED AP
- Design Build Institute of America
- LEED to include Envision Sustainability Professionals for ECSS, RR, and PPD Sections
- Design Build Institute of America (DBIA)
- Plumbing Design Certification, American Society of Plumbing Engineers.
- Professional Wetland Scientist, Society of Wetland Scientists

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

16.5 Professional Memberships, Licenses and Examination Reimbursements.

Employees are encouraged to join professional organizations for the purpose of further professional development. The employer recognizes the value of professional affiliation and agrees to reimburse up to $600 annually for approved individual professional memberships, licenses and/or examinations that are related to the employee's position. An employee should discuss their desired memberships with their supervisor and/or WTD HR to clarify whether it is an approved organization. Organizations or associations that issue the certifications/designations noted in Section 16.4.3 are approved, but as stated below, other restrictions may apply.

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

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

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

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

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

If the former salary step includes an above step-ten amount as a result of an incentive increase, the employee's new salary is based upon the above step-ten amount, provided that if such increase results in a salary that is above the top step of the new range (not to exceed five percent above the top step) the salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies for an above-step-10 merit award.

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

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

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

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

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

16.10 Night Work Premium. FLSA non-exempt employees who's regular hours are scheduled for night work (between or overlapping the hours of 8 p.m. and 4 a.m.), will be entitled to a night work premium of five percent of their base rate of pay for each scheduled hour worked between 8 p.m. and 4 a.m. FLSA exempt employees shall not be eligible for the night work premium.

ARTICLE 17: SPECIAL CONDITIONS

17.1 Authorized Leave Due to Inclement Weather or Safety Concerns.

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

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

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

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

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

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

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

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

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

ARTICLE 18: RETIREMENT

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

ARTICLE 19: EMPLOYMENT LISTS

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

ARTICLE 20: ADDENDUM A WAGE TABLE EFFECTIVE DATE

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

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

For the Technical Employees' Association:

DocuSigned by:
Jennifer Ash
51A1EF6F82054A3...
10/31/2025

Jennifer Ash
President

For King County:

DocuSigned by:
Andre Chevalier
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10/31/2025

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

SECTION 8. BT ACCUMULATION LIMIT AND ANNUAL CASHOUT

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

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

C. BT Forfeiture or Pre-Approved Carryover. Failure to use BT beyond the maximum accrual amounts as provided in Sections A and B above as of April 1st will result in forfeiture of the BT beyond the maximum amount, unless the Division Director (or designee) has approved a carryover of such BT because of cyclical workloads, work assignments or other reasons 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 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, 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. Sick leave cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. 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.