

**Coalition Labor Agreement (CLA) Appendix for 040
Agreement Between King County
And
PROTEC17**

**Departments: Executive Services (Facilities Management Division, Finance and Business
Operations Division, Airport, Records And Licensing Services), Natural Resources & Parks
(Director’s Office, Parks, Water and Land Resources Division, Solid Waste Division), and
Local Services (Permitting and Roads)**

ARTICLE 1:	PURPOSE, LMC	1
ARTICLE 2:	APPLICATION OF COALITION LABOR AGREEMENT	1
ARTICLE 3:	UNION RECOGNITION	2
ARTICLE 4:	GENERAL PROVISIONS	3
ARTICLE 5:	HOLIDAY ADMINISTRATION	5
ARTICLE 6:	VACATION SCHEDULING	6
ARTICLE 7:	SICK LEAVE ADMINISTRATION	6
ARTICLE 8:	EXECUTIVE LEAVE.....	6
ARTICLE 9:	PAY PRACTICES.....	7
ARTICLE 10:	HOURS OF WORK	11
ARTICLE 11:	VEHICLES	12
ARTICLE 12:	EMPLOYEE RIGHTS.....	14
ARTICLE 13:	TEMPORARY EMPLOYEES	15
ARTICLE 14:	UNION REPRESENTATION.....	15
ARTICLE 15:	REDUCTION IN FORCE/SENIORITY	16
ARTICLE 16:	TRANSFER/RE-EMPLOYMENT.....	21
ARTICLE 17:	UNFAIR LABOR PRACTICE NOTICE.....	22
ADDENDUM A: WAGE ADDENDUM		
ATTACHMENT 1: MOA 000U0321 GREEN WHERE WE WORK (GWWW) INITIATIVE		

These Articles, along with the Coalition Labor Agreement (CLA), constitute an Agreement, the terms of which have been negotiated in good faith, between King County (County) and PROTEC17 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

ARTICLE 1: PURPOSE, LMC

1.1. Purpose: The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours, and other working conditions of such employees.

1.2. Labor-Management Committee (LMC): The parties shall convene a bargaining unit wide Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The Coalition Labor Agreement (CLA) shall apply to the individual bargaining unit's employees as follows:

Section 2.1. - The Preamble in its entirety

Section 2.2. – All CLA superseding and non-superseding provisions unless otherwise noted in this appendix or in the CLA Section 2.3 – For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- After Hours Support – pursuant to CLA Article 43
- Bereavement – pursuant to CLA Article 8
- Boot Allowance – pursuant to CLA Article 42
- Bulletin Board – pursuant to CLA Article 23
- Contracting Work- pursuant to CLA Article 16
- Dispute Resolution and Grievance Procedure – pursuant to CLA Article 26 and 27
- Donated Leaves – pursuant to CLA Article 6

- Duration – pursuant to CLA Article 41
- Electronic Mail – pursuant to CLA Article 23
- Employee Rights – pursuant to CLA Article 27
- Holidays – pursuant to CLA Article 10 and Addendum Article 4
- Jury Duty – pursuant to CLA Article 5
- Medical, Dental and Life Insurance –pursuant to CLA Article 25
- Military Leave – pursuant to CLA Article 2
- Paid Leaves – pursuant to CLA Articles 4, 5, 6, 8, 11 and Appendix Article 8
- Reclassification – pursuant to CLA Article 14
- Sick Leave – pursuant to CLA Articles 7, 11, 31, 36, and Appendix Article 7
- Special Duty – pursuant to CLA Article 15
- Temporary Employees – pursuant to CLA Article 17 and Appendix Article 13
- Total Compensation – pursuant to CLA Article 29
- Union Leave – pursuant to CLA Article 22
- Vacation- pursuant to CLA Articles 9, 32, and Appendix Article 7
- Vehicles – pursuant to CLA Article 24 and Appendix Article 11
- Volunteer Service – pursuant to CLA Article 4
- Work Out of Class – pursuant to CLA Article 33

ARTICLE 3: UNION RECOGNITION

3.1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary, and term-limited temporary employees in DES (FMD, FBOD, Airport, RALS), DNRP (DO, Parks, SWD, WLRD) and DLS (Permitting and Roads) whose job classifications are listed in the attached Addendum “A”. In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not affect any change in the mandatory subjects of bargaining including but not limited to wages, hours and working conditions except by mutual agreement with the Union or in accordance with this Agreement or in accordance with RCW 41.56.

ARTICLE 4: GENERAL PROVISIONS

4.1. Rights of Management: It is recognized that the County retains the right to manage the affairs of the County and to direct the work force. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees, and internal security practices of the Department; recruiting, examining, evaluating, promoting, training, transferring employees, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying class specifications; determining the method, materials, and tools to accomplish the work; designating duty stations and assigning employees to those duty stations; establishing reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to carry out the Department's mission in case of emergency.

4.2. Work Stoppages and Employer Protections: The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union 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 Union agrees to take appropriate steps to end such interference. Any concerted action by any employee(s) in the Union shall be deemed a work stoppage if any of the above activities have occurred.

4.2.1. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

4.2.2. No represented employee of this bargaining unit shall be required to cross a legal picket line sanctioned by the King County Labor Council (this section does not apply to informational pickets). This section shall not apply in situations that pose an imminent threat to structures or human health and/or safety. An employee encountering a picket line during the course of their duties shall contact their supervisor for work instructions.

1 **4.3. Waiver Clause:** The parties acknowledge that each has had the unlimited right within
2 the law and the opportunity to make demands and proposals with respect to any matter deemed a
3 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
4 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
5 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
6 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain
7 during the term of this Agreement, amendments and modifications to this Agreement may be made
8 by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject
9 to the Union's internal constitutional processes.

10 **4.4. Training:** The County recognizes the mutual benefit to be attained by affording training
11 opportunities to employees and shall provide information and access to training opportunities for its
12 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
13 limited to, the overall objectives of encouraging and motivating employees to improve their personal
14 capabilities in performance of specific tasks. All employees shall have equal access to training
15 opportunities.

16 **4.5. Drug Free Workplace:** The Union acknowledges that employees must comply with all
17 applicable Federal, State and County regulations and ordinances with regard to the drug free
18 workplace

19 **4.6. Performance Evaluations:** The purpose of an annual performance evaluation shall be
20 to notify employees of performance expectations and of the supervisor's evaluation of the employee's
21 performance relative to those expectations. Any employee submitted documentation in relation to the
22 performance evaluation will be maintained as a permanent addendum to the performance evaluation.

23 Performance evaluations shall not be used for discipline, however they may be used to show
24 that an employee has been notified of any concerns regarding their performance.

25 An employee may appeal a performance evaluation consistent with the Performance
26 Evaluation article of the 2005 King County Personnel Guidelines. Section 15.3 of the 2005
27 Guidelines specifically states: "Appeal of a Regular Employee Performance Appraisal"

28 **A.** Within five working days after a copy of the performance appraisal form is given

to the employee, the employee may request additional review and consideration by their Division Director (or, where the employee's supervisor is the Division Director, the Department Director).

The employee should prepare a written request, which includes the following elements:

- Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
- Specify the ratings or comments that the employee believes are incorrect.
- State the ratings or comments the employee believes should be made on the appraisal.
- Give facts substantiating each change requested.
- Keep a copy of the written request and send the original to the Division (or Department) Director.

B. Upon receiving the request, the Division (or Department) Director will have 15 calendar days to meet with the employee. The Division (or Department) Director will either sustain or change the performance appraisal and notify the employee of the decision in writing. In case of a change to the appraisal, a copy of the revised appraisal is to be included with the decision.

C. In the event that the issue is not resolved by the Division Director, the employee may, within 15 calendar days of the meeting with the Division Director, meet with the Department Director, who will notify the employee of the decision in writing. The Department Director's decision to sustain or change the performance appraisal will be final."

ARTICLE 5: HOLIDAY ADMINISTRATION

5.1. Work performed on holidays shall be paid at the employees' contractual overtime rate as defined in Article 9.5 e in addition to regular holiday pay.

5.2. Holiday Compensation – See Coalition Labor Agreement (CLA) Article 10.5.

ARTICLE 6: VACATION SCHEDULING

6.1. The manager/designee shall be responsible for establishing a vacation schedule in such a manner as to achieve the most efficient functioning of the division.

6.2. Employees may use approved vacation leave at the discretion of the manager/designee in quarter (1/4) hour increments.

ARTICLE 7: SICK LEAVE ADMINISTRATION

7.1. Employees may use approved sick leave at the discretion of the manager/designee in quarter (1/4) hour increments.

7.2. **Temporary Transfer:** If an employee requests intermittent leave or leave on a reduced leave schedule under FML, KCFML, and/or PPL that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

7.3. **Provider Certification:** The manager/designee and employee are responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests, consistent with Washington State law.

ARTICLE 8: EXECUTIVE LEAVE

Fair Labor Standards Act exempt comprehensive leave-eligible employees represented by this Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need to work, on an on-going basis, in excess of the standard work schedule of other King County employees. Benefit eligible salaried employees may be granted up to ten (10) days of Executive Leave per calendar year in accordance with Executive Policy. Such benefit eligible employees will be entitled to up to five (5) days of paid Executive Leave per calendar year, under the following conditions:

A. Employees who are employed in an eligible bargaining unit position on January 1, shall be provided five (5) days of Executive Leave for use during the calendar year; those employed

in an eligible bargaining unit position after January 1 but before June 1, shall be allowed three (3) days of Executive Leave for use during the calendar year; those who are employed in an eligible bargaining unit position after June 1, but before September 1 shall be allowed two (2) days Executive Leave for use during the calendar year.

B. There will be no cash-out or carryover of unused Executive Leave to the following calendar year.

C. The guaranteed days of Executive Leave will not be awarded for the calendar year while an employee is on probation or to an employee whose most recent performance evaluation has an overall rating less than satisfactory. An employee will be considered to be in an eligible bargaining unit position on the date they successfully complete probation and will be awarded the guaranteed days as provided under Section A herein.

ARTICLE 9: PAY PRACTICES

9.1. Step Progression: Employees who are hired at step one (1) of the 10-step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months after hire. Steps thereafter will consist of two (2) steps on the 10-step pay scale to be applied annually January 1 for those employees in FMD. Employees who are hired above step one (1) may advance to the next step (one step) after successful completion of probation, but no sooner than six (6) months after hire, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10-step pay scale to be applied annually on the 10-step pay scale to be applied annually on the employee's anniversary date or January 1 for employees in FMD.

9.2. Lead Compensation: The manager/designee shall appoint individuals in writing to lead worker positions consistent with King County Policy, as amended. An employee designated in writing as lead worker is eligible for additional compensation of five percent (5%) above the base hourly rate effective on the date of assignment. At such time as the lead worker designation is removed, the employee's compensation reverts to their base hourly rate.

9.3. Promotions: Promotions will be conducted in accordance with the King County Personnel Guidelines, as amended. A regular employee promoted to a higher classification shall be

placed at Step One or the salary step of the promotive classification as would constitute at least a four and one-half percent (4.5%) increase over the base hourly wage received prior to promotion, not to exceed the top step of the new salary range.

9.4. Overtime: The provisions of this section shall apply to hourly employees only. Except as otherwise provided in this article, hourly employees on a five (5) day workweek schedule shall be paid at the rate of time and one-half (1-1/2) of their base hourly rate for all hours worked in excess of eight (8) in one (1) day, exclusive of the lunch period, or forty (40) hours in one (1) FLSA workweek. Employees on a seven (7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) FLSA workweek, exclusive of lunch period. Employees working full-time alternative workweeks will receive overtime for hours worked beyond their regular scheduled workday (minimum number of hours of the alternative scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or forty (40) hours in one (1) FLSA workweek. Employees working a part-time schedule will receive overtime after forty (40) hours in one (1) FLSA workweek, exclusive of lunch period.

9.5 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 and any applicable pay premiums in effect at the time the overtime is worked (known as time and one half). 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.

9.5.1. All overtime shall be authorized or scheduled in advance by the manager/designee in writing, except in emergencies. Work performed on Saturday and/or Sunday are not overtime when it is a regular scheduled workday for the individual.

9.5.2. Emergency work at other than normally scheduled working hours, or special scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will be compensated at the contractual overtime rate and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works their regular shift, the hours of their regular shift shall be compensated at the employee's base hourly rate of pay.

1 **9.5.3.** Authorized overtime shall be compensated in time periods of one-quarter (1/4)
2 hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee
3 shall accrue contractual overtime as if they had worked the full one-quarter (1/4) hour.

4 **9.5.4.** For purposes of computing contractual overtime, all authorized time off, except
5 for the use of compensatory time, in a pay status shall be considered as time worked.

6 **9.5.5.** There shall be no practice of compensatory time off in lieu of overtime
7 compensation except by request from the employee and agreement by the manager/designee.
8 Compensatory time shall be earned at the rate of one and one half (1.5) times for each hour of
9 overtime worked. With mutual agreement, compensatory time may be earned as a mix of time off
10 and paid time (for example, one hour of straight time, one half-hour of compensatory time off).
11 Employees cannot have more than 80 hours of compensatory time any time. Any balance of
12 compensatory time hours at the end of the pay period which includes December 31 shall be cashed
13 out, unless the employee has been approved to carryover no more than 40 hours of compensatory
14 time which must be used by March 31 or be cashed out.

15 **9.5.6.** All hours worked on a regular scheduled day off will be compensated as
16 contractual overtime providing the employee has been in pay status a minimum of forty (40) hours,
17 exclusive of overtime, in the workweek.

18 **9.6. Physical Call-Out:** A minimum of four (4) hours at the overtime rate shall be allowed
19 for each call-out where the employee is called and returns to a designated work site after completing
20 their regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the actual
21 hour worked shall be allowed at overtime rates. This shall include travel time from the employee's
22 residence to the designated work site or place of assignment. Scheduled non-workdays are not
23 subject to call-out pay when the employee is scheduled for overtime work.

24 **9.6.1. Technological Call-Out (TCO):** A TCO is where an employee is called to
25 return to duty and performs those duties via telephone, facsimile, computer, or similar electronic
26 device that does not require returning to a designated work site. If the time required responding to
27 the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate
28 shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds

thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all actual time worked.

9.7. Standby: Standby is off duty time during which an employee is required to restrict their activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent (10%) of their base hourly wage per hour for all hours spent on standby. If called to work the employee shall cease being paid standby and be paid in accordance with Section .

9.8. Professional Licenses and Certifications: Employees compensated under this section, when requested by the manager/designee, are required to show proof of having a current, valid license or certificate.

9.9. Professional License: Employees may be required to have one (1) or more current Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology, FAA Part 107 Drone License or Illumination shall be paid an additional one hundred dollars (\$100.00) per month. If the professional license is not required but related to the employee's work, they will receive fifty dollars (\$50.00) per month. It is agreed to by the County and the Union that no employee will be removed from an existing position because of a lack of license(s)/certification(s).

9.10 Professional Certifications:

9.10.1 Within the terms of this Agreement, certification includes, and is limited to, International Conference of Building Officials Certifications in: Building Inspection, Code Enforcement Officers, Landscape Architecture, Certified Floodplain Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

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

9.10.3 All Employees who have one or more valid certifications as described in Section 9.10.1 above in a discipline directly applicable to their employment, shall be paid an additional fifty (\$50.00) dollars per month.

9.11 License/Certification Fees: The County will reimburse for the original (if original was required and obtained by employee after KC employment) and each renewal cost of the license(s)/certification(s) required for an employee's position and will reimburse the cost of continuing education courses/materials required to maintain those license(s)/certification(s), excluding travel expenses.

9.12. Reopener for Professional License and Certification: The County and Union agree to reopen Article 9 of this Appendix in the event the Washington State Legislature enacts legislation requiring continuing education credits for the holders of professional licenses and/or certifications, as identified in Article 9.9 and 9.10 herein. The purpose of this reopener is to discuss appropriate compensation adjustments in light of the new requirements.

9.13 Premiums will only be paid prospectively, starting on the first day of a pay period after an employee submits written proof of the license or certification and the Division approves its validity. The Division may ask an employee to provide annual documentation of a license or certification to receive the premiums in this section.

9.14. Haz Mat: Employees required by the County to perform duties in an air-purifying respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all duties performed while so outfitted.

9.15. Defense and Indemnification: In accordance with KCC Chapter 2.21, whenever an employee or former employee is named as a defendant in a civil or criminal action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall, at the written request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their county employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with KCC 2.21.050.

9.16. Boot Allowance: Eligible employees who are required by the County to wear a

specified type of safety boot, will receive a reimbursement, voucher or replacement item, in the amount determined by the policy and procedures established by the Coalition Labor Agreement (CLA).

ARTICLE 10: HOURS OF WORK

10.1. Workweek: The standard workweek for all employees shall consist of five (5) consecutive workdays not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the standard workweek and/or normal working hours of some positions do not fall within standards provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

10.2. Flood Emergency: In the event of a flood emergency, the normal working hours of employees may be changed, provided that eight (8) hours advance notice is given. The normal flood emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used to circumvent the required eight (8) hours' notice.

10.2.1. Disaster/Emergency Response: Includes, but is not limited to, natural disasters, chemical releases, power outages or terrorist threats.

10.2.2. Employee Designations: Employee designations are dependent upon the nature of the disaster/emergency, employees designated to be first responders and/or mission critical personnel are required to report for work. Depending on the nature of the disaster/emergency, these personnel may vary. The County will identify first responder and mission critical personnel upon hire and annually thereafter.

10.3. Breaks: Hourly employees shall receive fifteen (15) minutes paid rest period for each work period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. Hourly employees shall be allowed an unpaid meal period of at least thirty (30) minutes which shall commence no less than three (3) hours nor more than five (5) hours

1 from the beginning of the work shift. Employees assigned to a shift greater than ten (10) hours per
2 day will be provided with three (3) fifteen (15) minute paid rest periods during each shift. Rest and
3 meal periods may not be combined.

4 **10.4. Alternate, Part-Time and Flex Workweeks:** Notwithstanding Section 10.1 an
5 alternate, part-time and/or flex workweek may be implemented during the term of this Agreement
6 upon approval by the manager/designee. Specific conditions for an alternate, part-time and/or flex
7 workweek shall be subject to written agreement between the manager/designee and the employee
8 prior to implementation. The conditions must include, but are not limited to, the date the alternate
9 and/or flex workweek begins and when and under what circumstances the agreement will terminate
10 or be renewed. Holidays and overtime will be compensated in accordance with the terms of this
11 Agreement. For purposes of this Agreement, “flex” is defined as having different start/quit times
12 scheduled for each workday of the workweek, and “alternate” is defined as the number of hours
13 and/or days scheduled for work during a workweek.

14 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
15 working hours where circumstances require that work must be performed outside of the normal
16 working hours, providing that the changes are made in whole workdays. Working hours as provided
17 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

18 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
19 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
20 assignments will be made at the discretion of management.

21 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
22 ten (10) percent above their base hourly rate for all work performed outside the normal working
23 hours. Overtime shall apply to work performed in accordance with Article 9.6.

24 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
25 minimum of twenty-four (24) hours’ notice to the employee, and forty-eight hours (48) where
26 possible; except for emergencies. Assignments of an indeterminate period beyond seven (7) days
27 may be made by providing a minimum of seven (7) calendar days’ notice to the employee. The day
28

upon which the employee receives notice of an exceptional work schedule shall constitute the first day of notice.

ARTICLE 11: VEHICLES

11.1. No employee within the bargaining unit shall be required, as a condition of employment, to provide a personal automobile for use in County business.

11.2. Overnight storage of a County vehicle at a secure County facility may be allowed provided it can be demonstrated that the employee normally begins or ends the workday in the field and the distance to the overnight storage site is less than a return trip to the employee's main office, if approved by the Department/Division Director.

11.3. The assignment of take-home privileges for 24-hour vehicle assignments, whereby an employee shall be permitted to park such a vehicle at their residence overnight, shall be made by the Department/Division Director or Designee. The assignment shall be in accordance with department standards and the County's Take Home Vehicle policy. Department/Division standards will be reviewed annually and are subject to updating following the review. The Union will be notified of any change to the Department/Division standards.

11.4. The employee shall be notified of any change in vehicle assignment fourteen (14) days prior to the implementation.

11.5. Compensation for hourly employees with assigned vehicles will be in accordance with the applicable FLSA rules and regulations.

11.6. Employees with take-home privileges are required to submit any reports or other documents required by the County when requested.

11.7. The assignment of vehicles and/or take-home privilege shall be reviewed at least annually or more often depending on business needs. For example, seasonal duties, light duty, change in assignment, etc.

ARTICLE 12: EMPLOYEE RIGHTS

1 **12.1.** The off-duty activities of employees shall not be cause for disciplinary action unless
2 said activities are detrimental to the employee's work performance or to the agency.

3 **12.2.** If the County determines to bring disciplinary action against an employee, the employee
4 shall be apprised of their rights of appeal and representation through the Grievance Procedure of the
5 CLA.

6 **12.3.** Employees hired into regular positions will serve at least a six (6) month probation
7 period. The probation period may be extended by the manager/designee at their discretion, not to
8 exceed one (1) year. The probation period may also be waived by the manager/designee at their
9 discretion. Probation for employees who are placed in lieu of layoff or who bump in lieu of layoff
10 will be governed by both this section as well as Article 15 of this Appendix which provides that an
11 employee who is placed or bumps into another position in lieu of layoff after receiving a layoff
12 notice, is subject to probation as may be required by Career Service Rules, however, the "at will"
13 element of probation is not applicable to such employees. If it is determined during the probationary
14 period that the employee is not qualified or cannot perform in a satisfactory manner, the employee
15 will be transferred or laid off and referred back to Career Support Services.

16 17 **ARTICLE 13: TEMPORARY EMPLOYEES**

18 **13.1.** The duration of King County temporary employee assignments will be administered in
19 accordance with the King County Code and 2005 King County Personnel Guidelines. KCC 3.12.010
20 provides that short term temporary employees shall be limited to 910 hours in a rolling calendar year
21 in work units in which a thirty five hour work week is standard, or be limited to 1040 hours in a
22 rolling calendar year in work units in which a forty hour work week is standard.

23 **13.2.** Individuals offered short-term temporary or term-limited temporary employment shall
24 meet the same pre-employment standards as applicants for regular employment. A copy of the
25 standards used shall be provided, upon request, to the Union.

26 **13.3.** If the short-term temporary or term-limited temporary employee subsequently receives
27 regular employment in the same classification, the probationary period, or part thereof, may be
28 waived by the manager/designee.

13.4. Where the Agreement is silent, short-term temporary and term-limited temporary employees are governed by provisions of the King County Code, as modified.

13.5. The County performs an annual review of short-term and term-limited temporary employee usage called the Body of Work Review. Upon request, the County will meet with the Union to discuss the results of the review and provide any relevant documentation.

ARTICLE 14: UNION REPRESENTATION

14.1. Authorized representatives of the Union may, after notifying the onsite supervisor and Division HR, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances.

14.2. The Union Executive Director and/or Representative shall have the right to appoint a steward at any location where represented employees are employed under the terms of this Agreement. The Union will furnish the County's Labor Negotiator and Division HR with the names of stewards when appointed. The steward shall be allowed reasonable time to perform steward duties during regular working hours.

14.3. Union stewards or other County employees representing union interests during Appendix negotiations are authorized to meet with County management during the working hours without loss of pay but shall not be eligible for overtime for such activities. The Union will limit its representation to two (2) County employees from DLS Permitting, DNRP, DLS Roads and one (1) County employee from DES, during Appendix negotiations held on County time, except where through mutual agreement it is deemed to be in the best interests of the parties to exceed such limit.

14.4. Where allowable, the County shall make available to the Union any meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department, provided however, the Union may not hold mass meetings in such facilities.

14.5. Written policies, rules, or directives affecting the terms and conditions of this Agreement shall be provided to the Union upon request.

ARTICLE 15: REDUCTION IN FORCE/SENIORITY

DEFINITIONS:

a. Seniority: Bargaining unit seniority shall be defined as the total service with King County in the bargaining unit. Seniority accrual will be adjusted when in a non-pay status of more than thirty (30) consecutive days occurs. For time in a non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days. Employees working a part-time schedule will receive prorated seniority based on the full-time work schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining unit for any duration but remains in County employment will be credited for prior service in the bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired into a bargaining unit position. An employee who has not completed their probationary period in a bargaining unit classification will be included on the seniority list in the last bargaining unit classification in which the employee previously held regular status, if any. In the event there are two (2) employees having the same bargaining unit seniority, the County will consider ability and skill to be the determining factor on retention.

15.1. Pre-Layoff Process:

a. Reassignment: The County will conduct a process of reassigning employees to occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the classification slated for reduction. Employees who are reassigned to occupied or vacant positions within their respective Division will not be required to serve a probation period. Employees who are similarly reassigned to occupied or vacant position outside their division may be required to serve a probationary period as provided under Article 12 of this agreement. However, employees may refuse reassignment outside of their Division and consequently may elect to be laid off or exercise any bumping rights pursuant to the terms of this agreement. This management directed process is not grievable.

b. Mitigation: The County and the Union shall jointly endeavor to find ways to minimize and/or mitigate the number of employees who must be laid off (*e.g.*, look for other non-staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary placement in other departments, or consider leaves of absence.)

15.2. Notice to Union and Affected Employees:

a. When a reduction in force is anticipated for career service positions, the County will notify the Union Representative at least five (5) calendar days prior to layoff notices being presented to the affected employee(s). The notice will include the name of the division(s), classification(s), and employee(s) identified for layoff.

b. When layoffs are anticipated during the regular budget process, the County will notify the Union and affected employees in writing at least sixty (60) calendar days in advance of any anticipated layoff. This provision only applies to initial notification and does not apply to subsequent layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

c. In the event the County has a legitimate business reason for doing so, the initial notice requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff. The County shall provide written notice to the Union of their legitimate business reason. The shortened time frame for notification shall serve as an exception and shall be used sparingly.

15.3. Bumping: Bumping shall not result in a promotion. An employee will have five (5) working days from the time of written notification of layoff to notify the County of their intent to exercise their bumping rights. The employee's written notice must include the classification(s) within their classification series listed by preference, in which the employee proposes to bump. An employee will forfeit their bumping rights if the written notice is not submitted within five (5) working days or the County has not accepted a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late-filed notice from an employee.

15.3.1. Qualified to Bump: The County shall make a reasonable and rational determination in deciding whether or not an employee is qualified to bump into another position and whether the employee can achieve a satisfactory level of job performance within the probationary period. If the employee is deemed not qualified to bump the County shall provide the employee/Union with written notice and documentation of the reasons and rationale for that determination.

15.3.2. Bump Options: The following are the options to be considered, in order by Division, for a laid off employee:

15.3.3. Layoff Groups: The Layoff Groups are by Division FMD, FBOD, Airport, RALS, DO, Parks, WLRD, SWD, Permitting, and Roads.

15.3.4. If an employee's adjusted seniority date in the bargaining unit is before January 1, 1986, the employee shall elect to bump the least senior bargaining unit employee in their division and classification for which they are qualified. If the employee is unable to bump within their division, the employee may then elect to bump the least senior bargaining unit employee in the bumping employee's classification for which they are qualified. If the employee is unable to bump into their classification as described above, the employee may then elect to bump the least senior employee in their same classification series in the same division for which the employee is qualified.

If an employee's bargaining unit seniority date in the bargaining unit is after January 1, 1986, they may:

15.3.4.1. Bump the least senior bargaining unit employee within the same layoff group and classification for which the employee is qualified.

15.3.4.2. Bump the least senior bargaining unit employee within the same layoff group into a lower paying classification in their same classification series for which the employee is qualified.

15.3.4.3. Bump the least senior bargaining unit employee within the same layoff group into a lower paying classification the employee has previously passed probation in and for which the employee is qualified.

15.3.4.4. Bump the least senior bargaining unit employee within the same layoff group into a lateral classification (one that has the same rate of pay) for which the employee is qualified and has previously served a probationary period or had probation waived by the County or a classification directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

15.4. Continued Employment: An employee identified for layoff will retain employment with the County at their current rate of pay until the County has completed the bumping process. In the event a grievance has been filed pertaining to the layoff process, the employee will retain employment with the County at their current rate of pay until the grievance process has

concluded and a final determination, pursuant to Article 15.4 below, has been made.

15.5.. Reduction in Force Grievance Process: In the event the Union disputes the County's determination of an employee's qualifications to bump or be recalled into another position, the Union may file a grievance using the following process. The Union will have five (5) working days from notice of the County's determination to file a grievance with the Division Director. The Division will have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10) working days to make a final determination. The final determination is not arbitrable by either the Union or the County.

15.6. Recall: An employee who is laid off will have recall rights to their previous classification for two (2) years from the date of layoff, if qualified. An employee retains their recall rights even if the employee accepts another classification or temporary position with the County. Recall will be by seniority where the most senior employee in the classification series will be recalled first. An employee who is laid off shall have one (1) opportunity to refuse a recall in their classification, except if the employee is recalled to their previous position, in which case a first refusal will terminate the employee's recall rights.

15.6.1. Notice of Recall: An employee will have ten (10) calendar days from the date the notice of recall is sent by certified mail in which to notify the County of whether the employee will accept the position. The County will consider the employee's failure to notify the County within ten (10) calendar days as a refusal. The County will, if it determines that there are warranting circumstances, accept a late-filed notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of their current address.

15.6.2. Recall for Temporary Work: The County will use bargaining unit employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work in their classification series before employing anyone else, provided the employee is qualified to perform the work. An employee on the recall list who is offered the work may decline the temporary work without jeopardizing their recall rights under this section.

15.7. Reinstatement: An employee recalled within two (2) years from the time of layoff

will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

ARTICLE 16: TRANSFER/RE-EMPLOYMENT

16.1. Any regular employee who is promoted or laterally transfers to positions within the bargaining unit and does not successfully complete the probationary period for that position, shall have rights back to a vacant position in their former classification or class series, if qualified. If the employee is not qualified, the employee will be placed on the recall list and in the Priority Placement Program.

16.1.1. Prior to the initiation of any competitive process to fill a vacant bargaining unit position, regular employees of the bargaining unit holding the same classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

16.1.1.1. Notification of the vacancy shall be provided to all regular bargaining unit employees whose classification is the same as that of the vacant position and thus eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit employees who are at the same pay rate, same classification, or higher pay rate of a classification previously held in the bargaining unit. Notification to bargaining unit employees will be via the King County Jobs website.

16.1.1.2. Eligible regular employees expressing interest in a lateral transfer shall be interviewed by the manager/designee.

16.1.1.3. Interested eligible regular employees who are not selected through the lateral transfer process may notify the hiring authority/designee in writing that they wish to be included in the competitive examination process for that position. The notification by the employee must be made within three (3) working days after notification of not being selected as a lateral transfer to the individual designated by the hiring department and shall not be bound by any otherwise applicable application deadline.


16.1.1.4. If none of the interested eligible regular employees are selected for lateral transfer, the position will be filled through the County's hiring processes.


16.2. Nothing in this Agreement restricts the manager/designee from transferring an employee to another work unit in the department to meet business needs.

ARTICLE 17: UNFAIR LABOR PRACTICE NOTICE

The County and the Union agree that thirty (30) calendar days prior to filing a ULP complaint with 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 Unfair Labor Practice.

For Professional and Technical Employees, Local 17:

DocuSigned by:

F9FA04DE2B4B46C...
 Karen Estevenin
 Executive Director

DocuSigned by:

1D104869565643A...
 Alex Il
 Union Representative

For King County:

Signed by:

AECE2A82BC144D5...
 Matthew J. Wood
 Labor Relations Negotiator
 Office of Labor Relations, Executive Office

cba Code: 040

ADDENDUM A – WAGES
Professional and Technical Employees, Local 17

Union Code: C1

**Department of Natural Resources and Parks / Department of Local Services /
Department of Executive Services**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
2811100	286102	Business Analyst (WLRD ONLY)	63
7114300	712303	Capital Project Manager I	55
7114400	712403	Capital Project Manager II	60
7114500	712503	Capital Project Manager III	67
7114600	712604	Capital Project Manager IV	72
7145100	790101	Chief Structural Engineer	73
5311400	531702	Code Enforcement Officer IV	68
7112100	711106	Engineer I	55
7112200	711207	Engineer II	60
7112300	711310	Engineer III	65
7112400	711403	Engineer IV	70
7113100	711601	Engineering Technician I	43
7113200	711701	Engineering Technician II	47
7520100	752103	Environmental Scientist I	55
7520200	752204	Environmental Scientist II	60
7520300	752303	Environmental Scientist III	65
7520400	752402	Environmental Scientist IV	70
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
7304100	733305	Functional Analyst I	54
7304200	733407	Functional Analyst II	57
7304300	733505	Functional Analyst III	62
7304400	738103	Functional Analyst IV	67
2216200	225803	Grant Analyst (DNRP – Parks only)	56
5321100	535203	Health and Environmental Investigator I	51
5321200	535302	Health and Environmental Investigator II	58
5321300	535402	Health and Environmental Investigator III	60
4301100	431601	Noxious Weed Control Specialist I (DNRP – WLRD only)	45

PROTEC17 - Departments: Executive Services (FMD, FBOD, Airport, RALS), Natural Resources & Parks (DO, Parks, WLRD, SWD), Local Services (Permitting, Roads)
January 1, 2026 through December 31, 2028

040CLAC0125

Page 23

1	4301200	431701	Noxious Weed Control Specialist II (DNRP – WLRD only)	53
2	2441100	243102	Project/Program Manager I	53
3	2441200	243203	Project/Program Manager II	58
4	2441300	243302	Project/Program Manager III	63
5	5316100	532801	Site Development Specialist I	59
6	5316200	532901	Site Development Specialist II	64

For rates, please refer to the King County Squared Table
***Steps 1, 2, 4, 6, 8, 10 Only**

cba Code: 040

ADDENDUM A – WAGES
Professional and Technical Employees, Local 17

Union Code: C1

Department of Local Services (Permitting and Environmental Review)

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421103	Administrative Office Assistant	30
4201100	421204	Administrative Specialist I	35
4201200	421305	Administrative Specialist II	39
4201300	421403	Administrative Specialist III	43
4201400	421502	Administrative Specialist IV	48
5317200	533201	Assistant Fire Marshal	64
5311100	531101	Code Enforcement Officer I	54
5311200	531202	Code Enforcement Officer II	61
5311300	531002	Code Enforcement Officer III	64
5311400	531702	Code Enforcement Officer IV	68
7112100	711106	Engineer I	55
7112200	711207	Engineer II	60
7112300	711310	Engineer III	65
7112400	711403	Engineer IV	70
7520100	752103	Environmental Scientist I	55
7520200	752204	Environmental Scientist II	60
7520300	752303	Environmental Scientist III	65
7520400	752402	Environmental Scientist IV	70
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
5301100	533702	Fire Marshal Deputy I	54
5301200	533802	Fire Marshal Deputy II	59
5301300	533902	Fire Marshal Deputy III	62
4101100	411102	Fiscal Specialist I	35
4101200	411203	Fiscal Specialist II	39
4101300	411302	Fiscal Specialist III	43
5312100	531301	General Inspector I	54
5312200	531401	General Inspector II	59
5312300	531501	General Inspector III	64
2211200	221602	Inventory Purchasing Specialist II	46
5313100	532101	Land Use Coordinator	49
5313200	532201	Land Use Coordinator - Senior	51
5314100	532301	Permit Technician	43
5314200	532401	Permit Review Coordinator	49
5314300	532002	Permit Review Coordinator - Senior	51
5315100	532501	Plans Examination Engineer I / Plan Review Coordinator	54
5315200	532601	Plans Examination Engineer II / Plan Review Coordinator	59
5315300	532701	Plans Examination Engineer III / Plan Review Coordinator	64

PROTEC17 - Departments: Executive Services (FMD, FBOD, Airport, RALS), Natural Resources & Parks (DO, Parks, WLRD, SWD), Local Services (Permitting, Roads)
January 1, 2026 through December 31, 2028

040CLAC0125

Page 25

1	2441100	243102	Project/Program Manager I	53
	2441200	243203	Project/Program Manager II	58
2	2441300	243302	Project/Program Manager III	63
3	2243100	225304	Records Management Specialist	48
	5316100	532801	Site Development Specialist I	59
4	5316200	532901	Site Development Specialist II	64
	4400100	441102	Technical Information Processing Specialist I	32
5	4400200	441202	Technical Information Processing Specialist II	36
6	4400300	441302	Technical Information Processing Specialist III	40

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

cba Code: 040

ADDENDUM A – WAGES
Professional and Technical Employees, Local 17

Union Code: C1

Department of Executive Services - Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7114300	712303	Capital Project Manager I	55
7114400	712403	Capital Project Manager II	60
7114500	712503	Capital Project Manager III	67
7114600	712604	Capital Project Manager IV	72
7114100	712102	Capital Project Management Technician I	42
7114200	712202	Capital Project Management Technician II	47
2215200	0223904	Contract Specialist II (FBOD - Business Development and Contract Compliance Section Only)	61
2215300	0224004	Contract Specialist III (FBOD - Business Development and Contract Compliance Section Only)	66
5324100	0537202	License Inspector	55
2441200	0243203	Project/Program Manager II	58

For rates, please refer to the King County Squared Table

*Steps 1, 2, 4, 6, 8, 10 Only