Coalition Labor Agreement (CLA) - Appendix for 430 1 **Agreement Between King County** And 2 **Public Safety Employees Union** 3 **King County Civic Television (CTV)** 4 ARTICLE 1: 5 UNION RECOGNITION AND MEMBERSHIP2 ARTICLE 2: 6 ARTICLE 3: MANAGEMENT RIGHTS......2 7 ARTICLE 4: 8 ARTICLE 5: 9 ARTICLE SUPPLEMENTAL LEAVE......4 6: ARTICLE 7: SICK LEAVE4 10 ARTICLE WAGE RATES5 11 ARTICLE 9: OVERTIME AND CALLBACK6 12 ARTICLE 10: HOURS OF WORK7 13 ARTICLE 11: MISCELLANEOUS......8 14 ARTICLE 12: DISPUTE RESOLUTION PROCEDURES......9 15 ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION10 ARTICLE 14: WAIVER CLAUSE......11 16 ARTICLE 15: REDUCTION-IN-FORCE11 17 ADDENDUM A: WAGE ADDENDUM......13 18 19 20 21 22 23 24 25 26 27 28

Coalition Labor Agreement (CLA) - Appendix 430

Agreement Between King County

And

Public Safety Employees Union

King County Civic Television (CTV)

These articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the Public Safety Employees Union (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

ARTICLE 1: PURPOSE

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

Section 1.2. In addition to the Coalition Labor Agreement (CLA) wage provisions that apply to the bargaining unit, the unit is also eligible for the Military Leave (CLA Article 2), Leave for Volunteer Service (CLA Article 4), Donated Leave (CLA Article 6), Paid Parental Leave (CLA Article 7), Bereavement Leave (CLA Article 8), Professional Development (CLA Article 12), Reimbursement for Personal Transportation (CLA Article 24), Insured Benefits, HRA and VEBA (CLA Article 25), Economic Equity (CLA Article 28), Compensation (CLA Article 29), Sick leave (CLA Article 31), Transportation Benefits (CLA Article 34), Leave for Examinations (CLA Article 35), Organ Donation Leave (CLA Article 36), Training and Licensing/Certification (CLA Article 44), Parking (CLA Article 45), and the coalition MOA titled "Compensation Settlement for Implementation of Retroactive Increases" wage related provisions.

Section 1.3. The CLA wage provisions that do not apply to the bargaining unit are FMLA

(CLA Article 11.1), Vacation (CLA Article 32), Working Out of Class (CLA Article 33), and Bilingual Pay (CLA Article 40).

Section 1.4. The CLA working conditions that apply to the bargaining unit are: Public Disclosure Request (CLA Article 19), Union Engagement (CLA Article 21), Union Leave (CLA Article 22), Use of County Bulletin Boards and Electronic Devices (CLA Article 23), Savings Clause (CLA Article 30), Union Membership (CLA Article 37), and Equal Employment Opportunity (CLA Article 38).

Section 1.5. The CLA working conditions that <u>do not apply</u> to the bargaining unit are: All working conditions, if any, under the wage articles listed in Section 1.3 herein, Unpaid Leaves of Absence (CLA Article 3), Supported Employment Program (CLA Article 13), Reclassification and Resulting Pay (CLA Article 14, except Section 14.1.2), Special Duty (CLA Article 15), Contracting Out (CLA Article 16), TLT Positions (CLA Article 17), Job Posting (CLA Article 18), Grievance Procedure (CLA Article 26), Discipline and Sunset Clause (CLA Article 27), Working Out of Class (CLA Article 33), and Telecommuting (CLA Article 39).

Section 1.6. The CLA non-superseding articles that do not apply to the bargaining unit are: Safety Gear and Equipment Allowance (CLA Article 42), and After Hours Support (CLA Article 43).

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 2.1. The County recognizes Public Safety Employees Union as representing those employees whose job classifications are listed in the attached Wage Addendum A.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1. The management and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedure as from time to time may be determined by the County. Such functions of the Employer include, but are not limited to:

- **A.** recruit, examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods and means of such actions;
 - **B.** assign and direct the work; assign overtime, develop and modify class

on or after January 1, 2018, may accrue up to 35 days (280 hours) of vacation leave. The calculation of the applicable vacation cap is pro-rated for part-time regular employees. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31st of each year. The employee's appointing authority may approve a carryover of excess vacation leave for reasons such as cyclical workloads or work assignments. The employee must submit a request for excess vacation carryover to the employee's appointing authority before November 30th of each year. An approved request will be processed by the employee's department.

Section 5.4. Vacation benefits for regular part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year.

Section 5.5. The Station Manager or designee shall be responsible for scheduling the vacations of employees in such a manner as to ensure the most efficient functioning of King County Civic Television. No person shall be permitted to work for compensation for the County in any capacity during the time of their paid vacation from County service.

Section 5.6. Any person who is eligible to take accrued vacation leave and separates from County service and who has not taken their earned vacation, shall receive the hourly equivalent of salary for each hour of earned vacation, up to the applicable maximum vacation accrual amount, based on the hourly base rate of pay in effect for such person on the last day actually worked; except, as provided under CLA Article 9. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by State law.

ARTICLE 6: SUPPLEMENTAL LEAVE

Salaried employees covered by this Agreement may be granted up to 10 days of Supplemental Leave per calendar year, at the discretion of management, in recognition of workload obligations that require employees to work substantially in excess of the standard workweek on major bodies of work and pursuant to the King County Council policies. Supplemental leave shall be exhausted prior to the use of vacation leave. Supplemental leave may be used any time throughout the calendar year, provided that the employee and management specifically agree on the supplemental leave dates. There will be no cash out or carryover of unused Supplemental Leave to the following year.

ARTICLE 7: SICK LEAVE

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Section 7.1. Sick leave is as provided under CLA Article 31, with the following additions.

less than one day and medical, dental or eye appointments requiring less than a full day will not be

sick leave benefit. The employee may be required to furnish a certificate issued by a licensed health

physician or other satisfactory health professional as evidence of illness to the appointing authority,

Section 7.5. Workers' Compensation: If an employee is injured on the job and requires

immediate medical treatment, the employee will be compensated in full for the rest of the workday

without being required to use sick leave or vacation leave. The employee can use accrued sick leave

if the injury requires the employee to miss any scheduled workdays in the first three calendar days

after the injury. Workers' Compensation Payments begin on the fourth day after the injury and

continues during the period of disability. If the employee's disability period extends beyond 14

calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims

Management Division. Sick leave pay may be used to supplement industrial insurance benefits in an

amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may

Section 7.3. *KCFML*: As provided under CLA Article 11.2.

Section 7.4. Sick leave shall not be used in lieu of vacation.

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Section 7.2.

charged against sick leave.

consistent with State law.

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A. Sick leave for hourly employees may be used in increments not less than 0.1 of an

B. For salaried employees, sick leave will be used in full day increments. Illness of

C. The Council Chief of Staff or designee shall be responsible for administering the

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hour.

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ARTICLE 8: WAGE RATES

Section 8.1. Wage rate: Wages will be as set forth in Addendum A.

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Section 8.2. General Wage Increase (GWI) or Cost-of-Living Adjustments (COLA): GWI

28 or COLA will be provided pursuant to the Coalition Labor Agreement.

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be used in a like manner after sick leave is exhausted.

Section 8.3. *Step Increases:* All employees will be eligible for annual step increases, to be made effective January 1st of each year, provided the employee was off probation by September 30th of the prior year.

A. *Video Specialist:* New employees in the Video Specialist classification will be placed at step five (5) or above upon satisfactory completion of the six-month probationary period.

Section 8.4. Work Out of Class: The County may assign an employee to work out of class. When an employee is assigned to work out of class, in writing (such assignments must be in writing), by the Station Manager or designee, to perform the duties of a higher classification for a period of one full work week or more, that employee shall be paid at the first step of the higher class or a minimum of five percent, whichever is greater, over the wage rate received prior to the assignment, for all time spent while so assigned. Additional compensation shall not exceed the maximum of the wage rate within the range for the assigned classification. The County may assign employees to perform work of a lower classification, but while so assigned, the employee will be paid at the rate of their normal classification, consistent with the terms of this Agreement.

Section 8.5. *Salary on Promotions:* Any employee who is promoted to a higher classification shall receive the beginning step for the higher classification or the next higher salary step as would constitute a minimum of a five percent increase over the salary received prior to the promotion.

Section 8.6. "Senior" Video Specialist: Employees who are at the top step of the salary range shall be called "Senior" Video Specialist. This is a "working title" only and does not confer any right or classification privilege above or beyond the basic classification of Video Specialist.

ARTICLE 9: OVERTIME AND CALLBACK

Section 9.1. Overtime: Contractual weekly overtime shall be paid to employees for all hours worked in excess of 40 hours per workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. Salaried employees shall not be eligible for overtime pay, nor shall they be eligible for compensatory time.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum

A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If Washington State law requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to Washington State law.

Section 9.2 Regular Schedule. The regular schedule of work shall be 35 hours in a week or seven hours in a workday, unless the employee is on an alternative work schedule, which has a longer daily shift. No overtime shall be worked unless the employee has received prior approval from their supervisor to work the necessary overtime hours.

Section 9.3 Compensatory Time. The employee will be allowed to elect to receive either compensatory time or to be paid at the Contractual Overtime Rate. Employees may accrue up to 80 hours of compensatory time. Employees may continue to accrue additional compensatory time beyond the 80 hours specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to take accrued compensatory time or the taking of compensatory time would result in an undue hardship for the Employer. Employees must obtain a waiver from the Chief of Staff or designee to be able to accrue compensatory time beyond the 80 hour limit. Compensatory time may not be carried over from one calendar year to the next and will be cashed out at the employee's hourly base rate of pay at the end of each calendar year. However, if warranted by cyclical workloads or work assignments, the Chief of Staff may permit employees to carry over up to 40 hours of accrued compensatory time. Such carried over hours of compensatory time must be used or cashed out by March 31st of the following calendar year.

Section 9.4. If an emergency necessitates an employee to receive telephone calls at home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls shall be paid at either the straight time or Contractual Overtime Rate, as required by the provisions of this Agreement.

ARTICLE 10: HOURS OF WORK

Section 10.1. The standard workweek for hourly employees shall consist of five consecutive workdays not to exceed seven hours each and not to exceed 35 hours per week and shall normally be scheduled Monday through Friday. The standard workweek for salaried employees shall consist of

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35 hours per week, exclusive of lunch periods.

Section 10.2. Assignment of Work Schedules: The establishment of reasonable work schedules and starting times is vested solely within the purview of the County and may be changed from time to time provided a 16 hour notice of change is given, except in those circumstances over which the County cannot exercise control. PROVIDED: the required 16-hour notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, the County will act reasonably and will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts. Employee schedules will allow for a minimum of two consecutive days off.

Section 10.3. Alternative Work Schedules: With management approval, work schedules may be altered upon written request of the employee. If such written request is denied by management, the employee may request to meet with management to discuss the reasons for the denial. Management's decision to deny a change in work schedule shall not be grievable under the grievance procedure set forth in this Agreement.

Section 10.4. *Rest/Meal Periods:* Employees covered by the Agreement shall receive two ten-minute paid rest periods and a one hour unpaid lunch period except when in conflict with the operational needs of the County.

ARTICLE 11: MISCELLANEOUS

Section 11.1. *Employee Personnel Files:* The official personnel file maintained by the County shall be available for review by the employee upon request during normal business hours. No information of a disciplinary nature will be placed in that file without notice provided to the employee.

Section 11.2. *Jury Duty:* An employee required by law to serve on jury duty shall continue to receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be assigned to the day shift for the period of time necessary for such assignment duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on jury duty, they will inform their immediate supervisor as soon as possible, but not later than two weeks in advance, regarding the dates of absence from regular

duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of 16 hours prior to the time of reporting for jury duty.

When the employee is dismissed from jury duty, the employee is required to contact their supervisor immediately. The supervisor will instruct the employee when to report to work, PROVIDED: there must be a minimum of 12 hours between the time the employee is dismissed from jury duty and the time they must report for regular duties. In the event of a break during jury service of one day or more, employees shall return to work during those full day breaks.

Section 11.3. *Training/Open Positions/Promotions:* Employees who are no longer on probation may request job shadow and other on-the-job opportunities for skill development as it relates to their classification and career progression, subject to operational needs.

Announcements regarding recruitment for vacancies will be made to employees covered by this Agreement one week prior to general open announcement. Employees covered by this Agreement will be given an opportunity to participate and will be granted a first level interview; provided, the employee meets the minimum qualifications for the open position.

Section 11.4. Transportation Benefits: As provided under CLA Article 34.

Section 11.5. *Joint Labor/Management Safety Committee*: Either party may request a meeting of the Joint Labor/Management Safety Committee to address safety issues in the workplace. The party requesting the meeting shall be responsible for providing an agenda to the other party, who may also add agenda items.

Section 11.6. *Unfair Labor Practice (ULP):* The parties agree that 30 days prior to filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

Section 11.7. *Performance Appraisals:* Performance appraisals will be conducted annually. Performance appraisals, ratings, and decisions on salary/step progression will be based on the recommendation of the station manager, with final approval by the Director of Communications. Performance appraisals and/or decisions regarding salary/step progression are final and not subject to

the dispute resolution process under this Agreement.

Section 11.8. *Probationary Period:* All newly hired employees will serve a six-month probationary period.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES

Section 12.1. Except as provided in this Article, no non-probationary employee shall be suspended, demoted, or terminated for other than just cause.

Section 12.2. Suspension, demotion or termination actions which are, in the Chief of Staff's judgment, based upon the professional competence of an employee are not subject to Section 1 of this Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution procedures outlined in Section 3 of this Article. For purposes of this Article, "professional competence" shall include any aspect of an employee's work performance other than specific incidents of misconduct.

Section 12.3. *Grievance/Arbitration/Mediation:* The parties agree to the grievance procedure as provided under CLA Article 26, with the following modifications.

A. Supervisor shall mean Chief Policy Officer, Department Director shall mean the Chief of Staff, and a STEP 3 grievance shall be directed to the Employment and Administration Committee and placed on the agenda for the next meeting. Such meeting shall begin the 15 calendar day period to meet with the Union as described in CLA Article 26.7 STEP 3.

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 13.1. 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 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 13.2. Upon notification in writing by the County to the Union that any of its

represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such represented employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such work stoppage.

- **Section 13.3.** *Disciplinary Action:* Any employee who commits any act prohibited in this Article will be subject to the following action or penalties:
 - A. Discharge;
 - **B.** Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 14: WAIVER CLAUSE

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

ARTICLE 15: REDUCTION-IN-FORCE

Section 15.1. Layoffs for lack of funds, lack of work, or restructuring of the organization are a management prerogative and within the sole discretion of the County, and shall not be subject to the dispute resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County agrees to meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County further agrees to provide written notice to individual employee(s) to be laid off at least four weeks prior to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired by the County into the CTV work group within two years of the layoff shall have restored all sick leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as when the layoff occurred; additionally, the employee's anniversary date shall reflect the full amount of service to the County.

Section 15.2. Layoff within classification will be conducted in accordance with performance and based upon three years prior performance appraisals. In the event that two or more employees

1	have equivalent performance appraisals, the least senior employee (with equivalent performance
2	appraisals) will be laid off. Seniority shall be defined as years of service within the classification.
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6	For Public Safety Employees Union:
7	Signed by:
8	Dustin Frederick
9	Dustin N. Frederick Business Manager
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12	For King County:
13	— DocuSigned by:
14	Susha Clas
15	Sasha P. Alessi
16	Labor Relations Manager Office of Labor Relations
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Cba Code: 430 Union Code: X1

Addendum A

Video Specialist: (Job Class Code: 0000794; PeopleSoft Job Code: 000794) (35 hours per week) 5% Step 2026 +3.75%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi- Weekly:	2,052.61	2,155.24	2,263.01	2,376.16	2,494.97	2,619.71	2,750.71
Hourly:	29.3230	30.7891	32.3287	33.9451	35.6424	37.4244	39.2959

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bi-	2 000 24	2 022 64	2 404 20	2 242 40	2.540.66	2 606 20
Weekly:	2,888.24	3,032.64	3,184.29	3,343.49	3,510.66	3,686.20
Hourly:	41.2605	43.3234	45.4898	47.7642	50.1523	52.6600

Video Specialist: (Job Class Code: 0000794; PeopleSoft Job Code: 000794) (35 hours per week) 5% Step 2027 +3.75%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-							
Weekly:	2,129.58	2,236.06	2,347.87	2,465.26	2,588.53	2,717.95	2,853.87
Hourly:	30.4226	31.9437	33.5410	35.2180	36.9790	38.8278	40.7695

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bi-						
Weekly:	2,996.55	3,146.36	3,303.70	3,468.88	3,642.31	3,824.44
Hourly:	42.8078	44.9480	47.1957	49.5554	52.0330	54.6348

Council Range 110.

The Video Specialist position is an hourly position and is eligible for overtime pay.

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Production Coordinator: (Job Class Code: 007074; PeopleSoft Job Code: 007074) (35 hours per week) 5% Step 2026 +3.75%

Bi-Weekly: Hourly:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3,786.29	3,880.95	3,977.97	4,077.42	4,179.35	4,283.84	4,390.94
54.0899	55.4421	56.8281	58.2488	59.7050	61.1977	62.7277

Bi-Weekly: Hourly:

Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
4,500.70	4,613.22	4,728.56	4,846.77	4,967.94	5,092.12
64.2957	65.9032	67.5508	69.2395	70.9706	72.7446

Production Coordinator: (Job Class Code: 007074; PeopleSoft Job Code: 007074) (35 hours per week) 5% Step 2026 +3.75%

Bi-Weekly: Hourly:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3,928.28	4,026.48	4 127 14	4 230 32	4,336.07	4 444 48	4,555.60
,	,	,	,	,	,	,
56.1183	57.5212	58.9592	60.4331	61.9439	63.4926	65.0800

Bi-Weekly: Hourly:

Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
4,669.48	4,786.22	4,905.88	5,028.52	5,154.24	5,283.08
66.7068	68.3746	70.0840	71.8360	73.6320	75.4725

Council Range 125.

The Production Coordinator Position is a salaried position and ineligible for overtime pay.