

Coalition Labor Agreement (CLA) - Appendix for 021
Agreement Between King County
And
Public Safety Employees Union
Legal Administrative Specialists - Department of Judicial Administration

ARTICLE 1: UNION RECOGNITION 1

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT 1

ARTICLE 3: RIGHTS OF MANAGEMENT 1

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT 3

ARTICLE 5: HOURS OF WORK AND CONTRACTUAL OVERTIME 3

ARTICLE 6: VACATION REQUESTS AND SCHEDULING 5

ARTICLE 7: ATTENDANCE 6

ARTICLE 8: SICK LEAVE INCREMENTS OF USE AND CALL IN PROCEDURE..... 6

ARTICLE 9: HOLIDAYS 7

ARTICLE 10: WAGE RATES..... 7

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS 8

ARTICLE 12: REDUCTION IN FORCE/LAYOFF/RECALL..... 8

ARTICLE 13: SENIORITY 9

ARTICLE 14: EMPLOYEE RIGHTS..... 10

ARTICLE 15: MISCELLANEOUS 10

ARTICLE 16: UNION REPRESENTATION..... 12

ARTICLE 17: EQUAL EMPLOYMENT OPPORTUNITY 13

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION..... 13

ADDENDUM A: WAGES RATES 15

**AGREEMENT BETWEEN
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
AND
PUBLIC SAFETY EMPLOYEES UNION
LEGAL ADMINISTRATIVE SPECIALISTS**

These articles with the Coalition Labor Agreement constitute the entire Agreement, the terms of which have been negotiated in good faith, between King County and the Public Safety Employees Union, Legal Administrative Specialists (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council of King County, Washington.

ARTICLE 1: UNION RECOGNITION

Section 1.1. The County recognizes the Union as representing employees in job classification 4203100 Legal Administrative Specialist 1, 4203200 job classification Legal Administrative Specialist II, and job classification 4203300 Legal Administrative Specialist III.

Section 1.2. Voluntary political deduction. King County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT ("CLA")

The CLA shall apply to the individual bargaining unit's employees, as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All Superseding and Non-Superseding Articles, unless otherwise noted in this Appendix or in the CLA.

Section 2.3. The following CLA non-superseding articles do not apply to this bargaining unit:

- CLA Article 46 Waiver

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. The management of the County 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 procedures as the County from time to time may determine.

Section 3.2. It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the County and to direct its work force. 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 or not assign overtime, develop and modify class specifications, and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;

C. Reduce the work force due to lack of work, funding or other cause consistent with efficient management and procedures, discipline, suspend, demote, or dismiss non-probationary Employees for just cause and discharge probationary or term-limited temporary Employees at will;

D. Establish reasonable work rules; assign the hours of work; assign Employees to shifts and days off; and assign work daily, including work belonging to different positions than regularly assigned as well as assigning bargaining unit work to a non-bargaining unit employee, to ensure effective cross-training of staff, which will ensure the needed flexibility for Judicial Administration to meet its operational needs;

E. The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system;

F. All matters not covered in this Agreement shall be administered by the Employer consistent with the King County Personnel Guidelines. Any dispute arising from the application of the King County Personnel Guidelines shall be handled through the processes outlined in the King County Personnel Guidelines. An Employee choosing to pursue an appeal through King County Personnel Guidelines is precluded from pursuing the same matter through the grievance procedure.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the

unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. King County and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its duration, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

ARTICLE 5: HOURS OF WORK AND CONTRACTUAL OVERTIME

Section 5.1. Work Schedule: The standard workweek shall consist of five (5) consecutive standard workdays of eight (8) hours each and forty (40) hours per week exclusive of lunch period and shall normally be scheduled Monday through Friday except for bargaining unit employees who are grandfathered to a thirty-five (35) hour a week schedule. However, the determination of work schedules, work locations, and work assignments is vested solely with management.

Section 5.2. Contractual Weekly Overtime. Employees in positions classified as FLSA non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. Per Section 9.1, holiday hours shall also count toward overtime eligibility.

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 when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay

1 pursuant to the FLSA.

2 **Section 5.3. Overtime Approval.** All overtime shall be authorized in advance by a
3 supervisor.

4 **Section 5.4. FLSA:** If any provision of this Article conflicts with minimum standards
5 established by state or federal law, then that provision shall be automatically amended to provide the
6 minimum standards.

7 **Section 5.5. Lunch and Rest Breaks:** The parties agree to specifically supersede in total the
8 State provisions regarding meal and rest periods for Employees. Employees will be entitled to meal
9 and rest periods only as described in this Agreement, and not those provided by State law.

10 The normal lunch period shall be taken as assigned by supervisor or designee. At least
11 annually, employees will select either a one half (1/2) hour or a one (1) hour unpaid lunch period
12 daily; however, an employee cannot request a change more than once a month. In the event the
13 workload necessitates that an employee takes their lunch period at a different time, such employee
14 will notify the supervisor via e-mail. This provision shall be fairly applied, and give reasonable
15 consideration to incidental job duties that may prevent timely notification, and variations in clocks or
16 email delivery time. DJA supports the reduction of one hour meal periods to 1/2 hour meal periods,
17 as long as this change does not cause operational disruptions, or overtime obligations due to court
18 going beyond normal ending time at the end of the day. To this end, supervisors will be authorized
19 by management to use their discretion to allow this reduction in the meal period for employees who
20 so request. Supervisors will be required to manage these requests so that if overtime is reasonably
21 likely, said request will be denied. If a request is granted and that particular court routinely runs
22 beyond normal end time, the approval will be rescinded. This practice will be reviewed by
23 management and may be discussed in LMC during the term of this Agreement in order to make any
24 process improvements deemed necessary by management. Neither this Section (i.e., Section 5.5) nor
25 the practice of granting, denying or rescinding ½ hour lunch requests are grievable beyond the DJA
26 Director step.

27 **Section 5.6. Missed Breaks:** Employees are expected to take their daily rest and meal
28 breaks. If a court assignment is likely to interfere with a normally scheduled break, the impacted

1 employee must notify their supervisor in advance of the missed break in order to allow the supervisor
2 an opportunity to provide coverage. Breaks missed due to the necessity of court proceedings will be
3 compensated either by 1) shortening the work day and allowing the employee to leave early, or 2)
4 paying (subject to the CBA overtime rules) for the missed time, at the discretion of the supervisor.
5 The decision of the supervisor to release the employee early or to pay for the extra time worked, is at
6 the supervisor's discretion and is not grievable beyond the DJA Director step.

7 **Section 5.7. Special Schedule:** At least (5) working days advance notice shall be given an
8 employee prior to commencement of a special schedule altering working hours for more than (1) day
9 except when circumstances of same are beyond the control or knowledge of Judicial Administration
10 management.

11 **Section 5.8. DJA Closure and Telework:** If DJA is closed due to unanticipated events (e.g.,
12 inclement weather, power outage, safety threat) employees who telework are expected to work their
13 normal work schedule, unless otherwise directed, and provided further that work is available with
14 supervision and technical support. Alternatively, the employee may request to use vacation leave
15 subject to approval of their supervisor in lieu of working their normally scheduled hours.

16 **Section 5.9. Alternative Work Schedules:** Judicial Administration values alternative work
17 arrangements and will work collaboratively with the union through the Labor Management process to
18 make any changes to existing arrangements pursuant to the Joint Labor Coalition Alternative Work
19 Arrangements Guide. Management retains the discretion to approve or not approve requests for
20 alternative work arrangements based on the operational needs of the Department. These needs
21 include but are not limited to; meeting production goals, the equitable distribution of work, and
22 changes in section workloads.

23 **Section 5.10.** In accordance with practice, employees shall track their time as directed by
24 their supervisor or designee.

25 **ARTICLE 6: VACATION REQUESTS AND SCHEDULING**

26 **Section 6.1.** Vacation may be used in one quarter (1/4) hour increments at the discretion of
27 the department director or their designee

28 **Section 6.2. Vacation Requests.** In accordance with past practice, vacation requests will be

reasonably approved by a supervisor based on the workload. As indicated on the Absence Request Form, vacation in excess of one (1) day should be scheduled and approved at least two (2) weeks in advance. Use of vacation time for one (1) day or less should be scheduled and approved at least three (3) days in advance, emergencies excepted. Approval for extended vacation requests (more than one week) shall be at the sole discretion of management.

ARTICLE 7: ATTENDANCE

The Union and the Employer agree that employees' attendance should be regular and reliable. Therefore, employees should maintain their regular work schedule without late arrivals, unauthorized leave without pay, unauthorized leave, and no shows or otherwise seek the appropriate approvals for an absence as defined in the policy entitled Attendance Rules and Procedure for Non-Represented, FLSA-Covered Employees.

ARTICLE 8: SICK LEAVE INCREMENTS OF USE AND CALL IN PROCEDURE

Section 8.1. Increments. Sick leave may be used in one-quarter hour increments at the discretion of the department director.

Section 8.2. Procedure for use of sick leave under this Article.

A. The employee is not entitled to sick leave if not previously earned or donated. The employee shall normally notify their supervisor or designee at least 30 minutes prior to the start of their shift. The employee shall keep calling until a supervisor or designee has actually been contacted. The employee will be required to contact the supervisor on each day of a continuing absence unless specifically excused from doing so from the supervisor.

B. Sick leave use procedures will follow the policy entitled Attendance Rules and Procedures for Non-Represented, FLSA Covered Employees, which requires a doctor's original statement when the absences occur pursuant to the above referenced policy.

C. King County may, with reasonable cause, visit or call employees at home or visit or call the employee's physician/medical practitioner providing the statement to confirm the validity of the physician/medical practitioner's statement.

D. In case of absence due to an employee's illness or injury or when the need arises to care for a child, spouse, parent, parent-in-law or grandparent of the employee requiring treatment or

supervision by the employee while on vacation, such absence shall be deducted from accrued sick leave rather than from accrued vacation, if the employee so requests.

ARTICLE 9: HOLIDAYS

Section 9.1. Holiday Pay. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Work performed on holidays shall be paid at the Contractual Overtime rate of pay, in addition to the regular holiday pay.

Section 9.2. Part Time. A regular part-time employee shall receive only those paid holidays which fall on regularly scheduled working days, and the paid holidays shall consist of the employee's regularly scheduled working hours.

ARTICLE 10: WAGE RATES

Section 10.1. Rates of Pay. Legal Administrative Specialist I's, Legal Administrative Specialist II's and Legal Administrative Specialist III's shall receive salaries in accordance with Addendum A and the King County hourly Squared Table.

Section 10.2 Step Placement and Progression.

A. Legal Administrative Specialist I and II: Employees shall serve a six-month probationary period, which may be extended up to one year consistent with King County Code 3.12.100. Employees will receive a (1) step increase after successful completion of their probationary period. Employees on Steps 2 through 9 who have completed the first 6 months of their probationary period shall advance one step on their wage range on January 1 of each year.

B. Legal Administrative Specialist III. Employees shall serve a one-year probationary period. New employees hired at Step 1 of their respective pay range will advance to Step 2 after completion of the first (6) months of their probationary period. Employees hired above step one may receive a step increase at the discretion of DJA after the completion of the first (6) months of their probationary period. Effective January 1, 2021, employees on Steps 2 through 9 who have completed the first (6) months of their probationary period shall advance one step on their wage range on January 1 of each year.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

Section 11.1. Per CLA Article 25. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor Management Insurance Committee.

ARTICLE 12: REDUCTION IN FORCE/LAYOFF/RECALL

Section 12.1. The positions to be laid off shall be at the sole discretion of management. Said layoffs will be based on reverse departmental seniority, except as provided in Section 13.2.

In lieu of laying off an employee, the Director of the Department of Human Resource may reassign such employee to a comparable, vacant position, when the Director determines such reassignment to be in the best interest of the County.

Section 12.2. Qualification. Employees are required to meet the minimum qualifications to perform the work of a specific position within a classification; including, but not limited to, the position into which the employee intends to bump.

Section 12.3. Bumping. An employee may elect to bump the employee with the least departmental seniority as provided within this Section. Bumping shall not result in a promotion. An employee will have seven (7) workdays from the time of written notification of layoff to notify the County in writing of their intent to exercise the employee's bumping rights.

An employee will forfeit their bumping rights if their written notice is not submitted within seven (7) workdays 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.

If the Department determines that an employee identified for layoff is not qualified for the positions held by less senior employees, the employee may appeal that determination to the King County Career Support Services Program for analysis and final determination.

The Career Support Services Program will perform a comprehensive skills assessment for the employee selected for layoff; the department will furnish Career Support Services with a complete and up-to-date description of the position that is potentially a bumping option; and the department will consult with Career Support Services about whether the laid-off employee is qualified for the bumping option position. The parties will abide by the decision of Career Support Services and such

decision shall not be grievable by either party.

Section 12.4. Employees laid off shall be rehired in the inverse order of layoff; namely, those laid off last will be rehired first.

Section 12.5. The County agrees to notify the Union at least fourteen (14) calendar days in advance, in writing, of any anticipated reduction in force.

Section 12.6. Employees on layoff shall be referred to other positions within the Career Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed on a recall list with the employee with the most seniority who has passed probation in a classification being recalled first. A laid off employee may be removed from the recall list for any of the following reasons:

A. The expiration of two years (24 months) from the date of layoff;

B. Re-employment within the County in a similar position or job class;

C. Failure to report to work;

D. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;

E. Failure to respond within seven (7) days to a communication regarding availability of employment;

F. Request in writing by the laid off employee to be removed from the list.

If an employee who held a full time position accepts assignment to a part time position, they shall nevertheless retain their recall rights to a full time position. If an employee accepts assignment to a classification with a lower rate of pay than that of the position from which the employee was laid off, they shall nevertheless retain recall rights to their former classification. An employee may elect to refuse an offered position without forfeiting their recall rights; provided the option of refusal may be exercised only once with subsequent refusal resulting in loss of recall rights.

ARTICLE 13: SENIORITY

Section 13.1. Seniority shall be defined as follows:

A. Length of service in the Department of Judicial Administration.

B. An employee who is promoted to another classification within the bargaining unit

1 shall continue to accrue seniority in the classification from which the employee was promoted.

2 C. In the event that two (2) employees have the same seniority, then performance, as
3 determined by the most recent performance evaluation, shall determine the order of layoff.

4 **Section 13.2.**

5 A. An employee in the bargaining unit who terminates and returns to work shall have
6 all seniority restored, provided the break in service is two (2) years or less.

7 B. Seniority shall continue to accrue during any compensated absence from service or
8 any leave of absence without pay for periods of thirty (30) calendar days or less.

9 C. Seniority shall be retained but shall not continue to accrue during that period of an
10 authorized leave of absence without pay that exceeds thirty (30) calendar days.

11 D. The Union will provide the department with a seniority list by January 15 each
12 year.

13 **ARTICLE 14: EMPLOYEE RIGHTS**

14 **Section 14.1. Job Status.** Probationary, short-term temporary, and term-limited temporary
15 employees are “at will” employees.

16 **Section 14.2. Personnel Files:** The employee and/or representative may examine the
17 employee’s personnel files if the employee so authorizes in writing. Material placed into the
18 employee’s personnel files relating to job performance or personal character shall be brought to their
19 attention by providing a copy to the employee. The employee may challenge the propriety of
20 including it in the files. The employee shall have the right to insert documentation into the files,
21 providing such documentation is relevant to the challenge. Unauthorized persons shall not have
22 access to employee files or other personal data relating to employees and their employment with King
23 County.

24 **ARTICLE 15: MISCELLANEOUS**

25 **Section 15.1. Work Rules:** Copies of all policies and procedures promulgated by the
26 Department of Judicial Administration to interpret and/or administer the provisions of this Agreement
27 and the Administrative Guidelines shall be provided to the Union.

28 **Section 15.2.**

1 **A. Transfer/Training/Promotion:** Unsuccessful bargaining unit applicants for
2 transfer, training, and/or promotion within the bargaining unit will be verbally provided with the
3 reasons for the decision at the request of the employee. Such decisions shall not be a subject for
4 grievance under Grievance Procedure. DJA will maintain a list of employees interested in being
5 considered for transfer opportunities to specified work sites or sections. When openings become
6 available, DJA will give fair consideration to any employee who has indicated an interest in working
7 at said work site or in a different section. DJA will continue to exercise its discretion when making
8 decisions with regard to the transfer and/or placement of employees to particular worksites, and these
9 decisions may not be grieved.

10 **B. Training** – LAS II's who are assigned in writing to train another employee, or
11 group of employees on probation, will receive a 5% premium under the following circumstances, and
12 is only paid for actual time spent training. LAS III's are not eligible for training pay. Time spent
13 training an employee, or group of employees, must be pre-authorized in writing and involve active
14 instruction. Training pay will not be offered for any other types of employees or peer-to-peer
15 instruction or orienting of new employees which is not assigned and pre-authorized in writing.

16 **Section 15.3. LMC.** The County and the Union agree to meet and discuss issues of common
17 concern during the term of this Agreement. The frequency of such meetings are to be determined by
18 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
19 Though the parties may at any time agree to a different arrangement, for the present the parties agree
20 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
21 after Court or during lunch time. Meetings may alternate between these times. The Union may be
22 accompanied by up to two shop stewards, who will be paid for this time.

23 **Section 15.4. Safety Meetings:** Management may schedule safety meetings, as necessary.
24 When required to attend safety meetings employees will be paid to attend.

25 **Section 15.5. Timelines.** Unless otherwise specified in this Agreement, references to days, if
26 five (5) or less, shall be considered working days. References to six (6) days or more, unless
27 otherwise specified in this Agreement, shall be considered calendar days.

Section 15.6. Probation: All newly hired and promoted employees must serve a probationary period of one year. As the Guidelines specify that the probationary period is an extension of the hiring process. Employees on probation are considered in “at will” status and may be separated without just cause or further appeal through the grievance procedure or Personnel Board.

ARTICLE 16: UNION REPRESENTATION

Section 16.1. Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances but shall not conduct Union business on County time and shall under no circumstances interrupt court proceedings.

Section 16.2. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work, during lunch breaks, or other regular breaks, as long as the work of the County employees, services to the public and court proceedings are unimpaired. Prior to contacting members in County facilities such authorized agents shall make arrangements with the department director or designee.

Section 16.3. The Union shall have the right to appoint stewards within departments where its represented employees are employed under the terms of this Agreement. The maximum number of stewards appointed shall be two (2).

The department shall be furnished with the names of stewards so appointed. The steward shall be allowed a reasonable time to investigate grievances during regular working hours providing court services are not interrupted.

Section 16.4. It shall be a violation of this Agreement to directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

Section 16.5. A negotiating committee not to exceed two (2) persons may be selected from amongst bargaining unit employees by the Union. Employees so selected may be released from work duties to participate in face-to-face negotiation sessions to bargain the terms of this Appendix with employer representatives only if such release does not interfere with court operations as determined

by the department director.

ARTICLE 17: EQUAL EMPLOYMENT OPPORTUNITY

Allegations of unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may instead be filed by an employee's complaint pursuant to the procedures outlined in King County Policy, and if not resolved, with the appropriate human rights agency.

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provisions of this Agreement.

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 18.1. 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 an employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 18.2. 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 employees to cease engaging in such a work stoppage.

Section 18.3. Any employee who commits any act prohibited in this section will be subject in accord with the County's Administrative Guidelines to the following action or penalties:

A. Discharge.

B. Suspension or other disciplinary action as may be applicable to such employee.

For Public Safety Employees Union:

Signed by:

Dustin Frederick

CDC993582463459

Dustin Frederick

Union Representative

For King County

DocuSigned by:

Josh Marburger

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Josh MarburgerOffice of Labor Relations,
Executive Office

cba Code: 021**Union Code: A7**

**PUBLIC SAFETY EMPLOYEES UNION
LEGAL ADMINISTRATIVE SPECIALISTS**

ADDENDUM A

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
4203100	423103	Legal Administrative Specialist I	34
4203200	423203	Legal Administrative Specialist II	38
4203300	423303	Legal Administrative Specialist III	44
* All salary ranges are on the King County “Squared” Salary Schedule			

Cost of Living Adjustments shall be as provided in the CLA. For specific pay rates for each range and step, refer to the King County Hourly Squared Table for the applicable year.