AGREEMENT

By and Between

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The International Teamsters Union



And

KING COUNTY (154) PROFESSIONAL & TECHNICAL AND ADMINISTRATIVE EMPLOYEES

Term of Agreement

January 1, 2026 - December 31, 2028

KING COUNTY AND KING COUNTY COALITION OF UNIONS COALITION LABOR AGREEMENT

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#### KING COUNTY AND

# KING COUNTY COALITION OF UNIONS COALITION LABOR AGREEMENT

#### **PREAMBLE**

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the King County Coalition of Unions (the Coalition). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.

#### **DEFINITIONS**

- 1. **Director:** Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney's Office, and Council).
  - **2. Designee:** Representative selected by Director.
- **3.** Comprehensive leave eligible employee/position: Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- **4. Loco Parentis:** An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
  - **5. Agency:** Executive Branch of County government.
  - **6. County:** Executive Branch and separate branches of County government.

#### **PURPOSE STATEMENT**

The Coalition Labor Agreement (CLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement that realize the parties' joint interests in financial and operational stability and sustainability, and help create a mutually desirable, competitive and consistent employment package for the County's highly capable workforce. The CLA was achieved through a collaborative bargaining process between the County and the Coalition.

#### COALITION INDIVIDUAL BARGAINING AGREEMENTS

1. CLA bargaining occurred for the purpose of "bargaining standard practices, procedures, and CBA provisions." The CLA "will bring greater efficiency to King County and support its Best Run Government principles. The CLA will meet the parties' joint interests in financial and

operational stability and sustainability, and help create a desirable, competitive, and consistent

employment package for the County's highly capable workforce."

2. Current Union's Collective Bargaining Agreements (hereinafter Appendix/Appendices)

shall remain in effect unless modified by mutual agreement by the CLA.

3. Any lesser conditions contained in an Appendix shall be superseded by the conditions

contained in this CLA. However, except where specifically stated otherwise in the CLA, nothing

in the CLA shall deprive any employee of any superior benefit contained in their Union's

Appendix.

4. Separate Branches of County Government. The parties agree that provisions in this

CLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office,

Superior Court, District Court and Council. Those agencies have the authority to negotiate hours

and working conditions separate and apart from this CLA.

**ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING** 

In order for the County, the Coalition and the employees to further benefit from the concept

of King County's Best Run Government initiatives and to find efficiencies related to those

initiatives the following CLA Articles shall supersede language on the same Articles in the

Appendix.

**ARTICLE 2: MILITARY LEAVE** 

Employees shall receive military leave in accordance with County policy, state and federal

law, as amended.

ARTICLE 3: UNPAID LEAVES OF ABSENCE

**3.1. Short-Term Leaves of Absence.** A leave of absence without pay, not covered by

any other provision of this Agreement, for a period not exceeding 30 consecutive days may be

granted to a comprehensive leave eligible employee by the employee's director.

3.2. Long-Term Leaves of Absence. The employee's director may grant a leave of

absence without pay, not covered by any other provision of this Agreement, for nonmedical

reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for

medical/health reasons for a period longer than 30 days must be approved by the Director of the

Department of Human Resources. Long-term leaves may be unconditional, or conditional with

any conditions set forth in writing at the time that the leave is approved with the understanding

Coalition Labor Agreement January 1, 2026 to December 31, 2028 that barring layoffs, the employer shall reinstate the employee to the same position or a position

with equivalent status, pay, benefits and other employment terms upon the employee's return with

no loss of seniority.

The layoff, seniority, and bumping rights in each individual Appendix shall be applied

to employees who are taking leaves of absence.

3.3. Early Return. An employee who is on a leave of absence without pay, not covered

by any other provision of this Agreement, may return from the leave before its expiration date if

the employee provides the director with a written notice to that effect at least 15 days before the

date of return.

**ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE** 

Comprehensive leave eligible employees may use up to three days (based on hourly

schedule) of their accrued sick leave each year to perform volunteer services at a local school, or

at a non-profit on the approved list for the Employee Giving Program. Employees requesting to

use sick leave for this purpose shall submit such request in writing, per the County's leave request

procedures, specifying the name of the school and/or organization and the nature of the volunteer

services to be performed. Additionally, the employee's supervisor may request in advance that

the employee obtain written proof of the service from the volunteer organization or school.

**ARTICLE 5: JURY DUTY** 

**5.1.** A comprehensive leave eligible employee notified to serve on jury duty must inform

their supervisor as soon as possible, but not later than two weeks in advance, regarding the date

the employee is required to report for jury duty. The supervisor may reassign the employee to a

shift and schedule that corresponds with jury duty. For purposes of this section, the shift and

schedule are the hours and days, respectively, the employee is required to report or be available

for jury duty.

An employee will receive their compensation, while on jury duty, in accordance with the

appropriate Appendix.

**5.2.** When released from jury duty for the day, and/or when the total required assignment

to jury duty has expired, the employee will notify their supervisor. The employee will be provided

a reasonable time when dismissed from jury duty, as determined by the supervisor, before the

employee must report back to work and their regular shift and schedule. Comprehensive leave

eligible employees must deposit any jury duty fees received, exclusive of mileage, with the

Finance and Business Operations Division of the Department of Executive Services.

**5.3.** Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These

assigned jury duty period, but shall not be compensated for their time spent on jury duty. These

employees may retain any jury duty pay received.

Employees will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

**ARTICLE 6: DONATED LEAVES** 

6.1. Nothing in this Article impacts employees in any bargaining unit that has the ability

to donate more or less sick leave than provided in Article 6.6.

**6.2.** No Solicitation. All donations made under this Agreement are strictly voluntary.

Employees are prohibited from soliciting, offering, or receiving monetary or any other

compensation or benefits in exchange for donation of leave hours.

**6.3.** Approval for Donations. Donations require written approval from the comprehensive

leave eligible donating and receiving employee's directors. If approved, the donated leave will be

available the next full pay period after notification of the donation is received by Payroll from the

Department of Human Resources (DHR).

**6.4.** No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts

and restorations.

**6.5.** No Accruals on Donated Leave. Accrued leave will not accrue on donated leave as

it is used.

6.6. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-

Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g.,

vacation leave, sick leave, Benefit Time (BT) or Extended Sick Leave (ESL), holiday banked

leave, comp-time) to use donated leave.

**B.** The receiving employee can only use donated leave for KCFML and FMLA

qualifying reasons.

C. The leave for which the employee is requesting donations must be for a

prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An

employee may use donated leave intermittently after the employee's prolonged absence if the

conditions in A and B above are met.

**D.** Vacation/BT leave hours. Except as provided under Section 6.9.B., the amount of donated vacation or BT time cannot exceed the donating employee's leave accrual

balance at the time of donation.

E. Sick leave and ESL hours. An employee is limited to donating a total of 25

hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave

balance will be 100 hours or more following the donation.

**6.7.** Calculation of Donated Leave. All donated leave hours shall be converted to a

dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar

value will then be divided by the receiving employee's straight time hourly rate to determine the

actual number of hours received and placed in the receiving employee's donated leave bank.

6.8. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible

**Employee Donations.** 

A. A comprehensive leave eligible employee may donate a portion of their accrued

leave hours, as provided under Subsections 6.6. D. and E. above, to another comprehensive leave

eligible employee.

B. Donation limits, as provided under Subsections 6.6. D. and E. above, are

exclusive of donations to the Emergency Medical Leave Fund under 6.9.

C. No Reversion of Donated Leave. Donated leave hours remain with the

recipient and do not revert to the donor.

6.9. Comprehensive Leave Eligible Employee donations to an Emergency Medical

Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated

at the County's discretion based on the county's current need for such a program and consistent

with requirements of federal tax law. When active, comprehensive leave eligible employee may

donate a portion of their accrued leave hours (i.e., vacation leave, sick leave, BT, ESL) to an

"Emergency Medical Leave Fund" (Fund) that is managed by DHR. The County will provide 30-

day written notice to the Coalition Co-Chairs of their decision to deactivate or reactivate the

written notice to the countries of their decision to deactivate of reactivate the

program and, if the Coalition requests, the opportunity to bargain the impacts.

B. Donation of Vacation BT hours. An employee is limited to donating 80 hours

of accrued vacation (or BT time) per calendar year to this Fund unless the employee's department

director approves a greater amount.

C. Process and Conditions to receive hours from the Emergency Medical

Leave Fund.

1. The comprehensive leave eligible employee must submit a request to

DHR for hours.

2. The maximum donation an employee can receive per year is up to 80

hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80,

74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally

scheduled for 40 hour workweeks, prorated for part-time employees.

3. Hours will be distributed on a first come first serve basis and only

awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in

a no-pay status).

**4.** Given there is only a finite number of dollars in the Emergency Medical

Leave Fund, there is no guarantee that hours will be awarded.

**D.** No reversion of donated leave. Donated hours not used by the donee within

60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do

not revert to the donor.

6.10. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.

Comprehensive leave eligible employees may convert accrued vacation or accumulated

compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222,

as amended.

6.11. Donation to an Account or Program to Benefit Children of Deceased Employee.

If an employee dies during employment, the executive may implement a process providing a one-

time opportunity to allow comprehensive leave eligible employees to convert either accrued

vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the

deceased employee who are under 23 years old at the time of the employee's death. This process

must conform to KCC 3.12.224, as amended.

**ARTICLE 7: PAID PARENTAL LEAVE** 

7.1. Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's

accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a

new child.

**7.2. Benefit Amount.** An employee's supplemental parental leave benefit is calculated

based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-

adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave

must be taken within one year of the child's birth or placement in the home. The employee will

receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the

employee's accrued leave (except for one week of sick leave and one week of vacation leave, or

the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first.

Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to

cash out. An employee who does not return to work for at least six months of continuous service

following the leave, will be required to reimburse the County for the PPL funds received. If an

employee is taking PPL intermittently, the six months begins after the last day the employee used

PPL. This does not apply to an employee whose employment ends involuntarily, such as if the

employee is laid off or medically separated.

7.3. Eligibility. The PPL benefit is available to all comprehensive leave eligible

employees who have been employed with the County for at least six months of continuous service

at the time of the qualifying event. An employee whose position is scheduled to end in a timeframe

that would not enable the employee to return to work for six months following the leave, is not

entitled to take PPL. If both parents work for the County, then each employee is entitled to up to

12 weeks of PPL.

**7.4. Benefit Period.** PPL must be used within 12 months of the qualifying event. An

employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the

department's operational needs, and it is approved in writing by the employee's supervisor prior

to the leave.

**7.5. Concurrency.** PPL will run concurrently with the County's family and medical leave,

as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

**7.6. Job Protection.** PPL is protected leave. Barring layoffs, an employee's job cannot

be eliminated while the employee is on leave. Further, no retaliatory action may be taken against

an employee for participating or planning to participate in the program.

7.7. Health and Leave Benefits. The employee will continue to receive all health benefits

and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of

overtime calculations, PPL shall be considered the equivalent of sick leave.

**ARTICLE 8: BEREAVEMENT LEAVE** 

**8.1.** Employees eligible for comprehensive leave benefits shall be granted up to five days,

maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member

of the employee's immediate family. Leave must be taken within 18 months from the date of the

death.

- **8.2.** Immediate family shall be defined as the employee's:
  - A. spouse or domestic partner,
  - **B.** legal guardian, ward, or any person whom the employee has legal custody,
- C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:
  - 1. a child,
- **2.** a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
  - 3. a grandparent,
  - 4. a child-in-law,
  - 5. a grandchild, or
  - **6.** a sibling.
- **8.3.** Employees who are not eligible for comprehensive paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.
- **8.4.** When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.
- **8.5.** Any additional paid leave may be approved by mutual agreement between the County and the employee.

#### **ARTICLE 9: VACATION LEAVE CAP**

- **9.1.** All comprehensive leave eligible employees hired after December 31, 2017, shall have their accrued vacation leave balance capped at 320 hours. This shall not apply to any comprehensive leave eligible employees hired on or before December 31, 2017.
- 9.2. Employees eligible for vacation leave who work a 40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible employees not working a 40-hour schedule hired before January 1, 2018, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or

other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

#### ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

**10.1. Holidays.** All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

**10.2.** Day of Observance. *Unless otherwise provided in an Appendix*, for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

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

10.3. Holiday Off on Regularly Scheduled Workday. All employees shall take holidays

off on the day of observance using holiday leave, unless their work schedule requires otherwise

for continuity of services, as determined by the County. Whenever a holiday occurs during a

comprehensive leave eligible employee's regularly scheduled workday, and they receive the day

off, the employee will receive compensation that reflects their regularly scheduled workday for

that holiday.

10.4. Pay for Holidays Worked. Whenever a holiday occurs on a full-time

comprehensive leave eligible employee's scheduled workday and they work that day, such

employee will receive eight (8) hours holiday pay, unless otherwise provided in an Appendix.

Employees assigned to an alternative work schedule, other than a 5/8 schedule, will receive no

more than a maximum of eight (8) hours holiday pay when the observed holiday falls on their

scheduled workday and they work that day, unless otherwise provided in an Appendix. Eligible

part time employees will receive the holiday pay on a pro rata basis.

Employees required to work holidays shall be paid for such work in accordance with the

appropriate Appendix.

10.5. Holiday Pay on Scheduled Day Off. For employees who work other than a 5/8

schedule and the holiday falls on their scheduled day off, the employee will be given a deferred

holiday. The employee and supervisor will jointly select another day (preferably within the same

pay period) to take as a holiday. FLSA overtime eligible employees who are given a deferred

holiday shall receive compensation for that day that reflects their regularly scheduled workday.

This section does not supersede the holiday bank or holiday pay language in an

Appendix.

10.6. Two Personal Holidays. Annually, comprehensive leave eligible employees shall

receive two eight (8) hour personal holidays to be added to their vacation bank on the paycheck

that includes February 1st. New employees eligible for comprehensive leave benefits who are

hired on or before November 15th shall receive two personal holidays to be added to their vacation

bank on the last day of the first pay period following their date of hire. Leave added to the vacation

bank will be subject to all of the same provisions as accrued vacation contained throughout this

Agreement.

These two personal holidays shall continue to be administered per contract language in

each individual Appendix.

In no event shall there be more than two personal holidays awarded per year.

#### **ARTICLE 11: FMLA/KCFML**

#### 11.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

#### 11.2. King County Family and Medical Leave.

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (WAPFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must

have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour week employee.

**D.** An employee who returns from KCFML within 2/22/25 he provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

KCFML Article 11.2 applies only to bargaining units whose labor agreements include the KCFML benefit.

- 11.3. Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from County service.
- 11.4. To ensure that employees receive all protected leave they are entitled to while maintaining their salaried status; FLSA-exempt employees will remain FLSA-exempt while on intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt employee's leave banks are depleted, the employee will continue to reduce the employee's FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The employee will continue to be paid for other partial-day absences. Eligibility for and use of executive leave is not affected by this provision. Executive leave will continue to be used only in whole-day increments.

Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) Appendix.

#### **ARTICLE 12: PROFESSIONAL DEVELOPMENT**

King County shall offer a Professional Development Fund to finance a Career Development Scholarship Program that is available to King County Career Service and/or Regular employees represented by the Coalition. The County will fund the Program with \$250,000 on January 1st of each year of the contract. The Scholarship funds will be administered by the King County Department of Human Resources (DHR), and will be awarded to individual employee applicants for training, education and professional development opportunities based on DHR developed criteria and using DHR developed processes.

#### **ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM**

13.1. Supported employees performing bargaining unit work will be covered by the terms

of the applicable Appendix. Supported employee classifications and assigned wage ranges have been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party that conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

13.2. Though the job duties of a supported employee may cross job classifications, bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.3. Supported employees will be represented and pay dues, as appropriate, to the Union representing the majority of the work assigned. If there is no clear majority, the Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the program manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC

mediator selected by the parties. This process will be completed in an expedited manner. An

employee's job coach may be included in discussions about represented bargaining unit work that

has been assigned.

13.4. The parties acknowledge the possibility that a supported employee may be assigned

to perform work that is currently non-represented. If, however, the employee is assigned both non-

represented and represented work, the employee will be treated as represented, as long as the duties

that are represented are not a de minimis portion of the duties as a whole. This is without prejudice

to the fact that the non-represented duties remain non-represented.

* Supported Employment Classifications include Supported Employment Program (SEP)

Associate I (#4220100) - KC Squared Table Wage Range 27; SEP Associate II (#4220200) - KC

Squared Table Wage Range 32; SEP Associate III (#4220300) - KC Squared Table Wage Range

35; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

**ARTICLE 14: RECLASSIFICATION AND RESULTING PAY** 

14.1. The Department, an employee, or a group of employees may request their position

to be reclassified. Temporary and term limited temporaries may not request position

reclassification, but term limited temporaries may be reclassified as part of a group classification

as described in section 14.1.C, below. Except if appealed pursuant to Section 14.4.B., all

reclassification requests will be completed within twelve (12) months of being submitted by the

employee(s).

A. Reasons for Filing a Reclassification Request.

(1) An employee's position is not assigned to the appropriate job

classification, or

(2) A significant or gradual change in an employee's on-going

duties or responsibilities over a period of at least one-year, or

(3) Reorganization or council action causes the duties of a position

to change.

**B.** Eligibility Limits. An employee is not eligible to submit a reclassification

request:

(1) if it has been less than 12 months since the date of a previous

classification determination for the position, or

(2) the employee is on probation, or

(3) the employee is on a Performance Improvement Plan, or

- (4) the employee is asking for a reclassification for a special duty or temporary position.
- C. Group Reclassification Requests. A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 14.4.A rights under this Article (Reconsideration of a Classification Decision).

#### 14.2. Effective Date of Reclassification, Pay, and FLSA Status.

- **A.** Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.
- **B.** The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at	1st Step of the pay range of the new classification or the step that is at least 5% above
	Compensation and Classification Services in the Department of Human Resources.	the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.
		Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.
		If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
Same pay grade	Start of the pay period following	The step of the pay range

	receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources.	which is closest to and not less than the step that the employee received before the reclassification.  Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.  If pay includes merit-over-top, the employee will continue to receive merit-over-top.
Lower pay grade	Start of pay period at least 30 calendar days after notification of the classification determination from the Department of Human Resources.	Highest step in the new pay range that does not exceed the current pay rate.  If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.

#### C. FLSA Status Change Upon Reclassification.

- 1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.
- 2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.
- **3.** When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Appendix or Executive Leave, Pay and Leave Practices for Exempt Employees Policy.
- **14.3. Probation Upon Reclassification.** There shall be no probationary period following a reclassification.

#### 14.4. Reconsideration of a Classification Decision.

A. Request for Reconsideration. A regular employee or a group of regular

employees has 30 calendar days to submit a request for reconsideration of a classification decision

to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision,

and will have 30 calendar days from the date of receipt. A regular employee must request

reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request

reconsideration to DHR in 30 calendar days shall be considered as acceptance of the

reclassification decision. A group of regular employees may fill out one request for all included

individuals, or one or more of the regular employees may submit individual requests for

reconsideration. TLTs may request reconsideration only if they are a member of group

reclassification request filed by regular employees that are requesting reconsideration.

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the

reconsideration decision through the grievance process under Article 26, with Union concurrence,

submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal

includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The

appeal shall be filed in writing to the appropriate Department with a copy to the DHR Director.

2. A regular employee or a group of regular employees has 30 calendar

days to appeal the reconsideration decision. If the appeal is made through the grievance process,

timelines are pursuant to those set forth in Article 26. The timeline would begin from the date of

the verification of receipt outlined in Section 14.4 above. The regular employee, group of regular

employees and the County may only present classifications that are active at the time of the hearing

to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within 30 calendar days shall be considered

as acceptance of the reconsideration decision.

C. Notification of Reclassifications and Requests. The applicable Union(s) shall

be notified of reclassification requests and/or decisions impacting their bargaining units, via the

monthly report provided by DHR.

**ARTICLE 15: SPECIAL DUTY** 

15.1 Definitions.

A. Special Duty Assignment – When an employee in a regular position is

temporarily assigned to an existing classification, and the duties comprise the majority of the work

performed for a minimum of 30 calendar days.

1. Temporary employees, including TLTs, are not eligible for special duty

assignments.

**2.** Base Position – The employee's underlying position while on special duty assignment.

3. Base Union – The Union that represents the employee's base position.

**4.** Acting Union – The Union that represents the special duty position or body of work.

#### 15.2. Duration.

**A.** Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

**1.** <u>30 days to 12 Months</u> – Shall be approved by the director or designee to provide additional staffing:

(a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.

**(b).** Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.

**(c)** Needed to either develop and/or implement, a new function, system, or proposal.

(d) To backfill for a vacant regular position.

**2.** <u>Up to Three Years</u> – Shall be approved by the Director of Human Resources or designee: To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a County function, project or department.

**3.** <u>Up to Five Years</u> – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

**a)** An employee is absent because of an extended leave of absence for a medical reason;

b) An employee is absent because of military service; or

**c)** An employee is absent because of a special duty or other assignment.

**ii.** To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

**B.** FLSA-exempt special duty assignments shall be made in full-workweek

increments, from Saturday through Friday.

C. An employee's special duty assignment will end when management becomes

aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion

of a 30-day absence, whichever occurs first.

15.3. Recruitment.

Special duty positions shall be posted, and a selection process will be conducted for special

duty assignments. Notice shall be provided to the affected work group or department (if

appropriate) at least 10 days prior to filling the position.

A. The County reserves the right to fill with a 29-day working-out-of-class

assignment or special duty position while conducting a selection process.

**B.** If an employee is hired into a regular position and served in a special duty

position doing the same or substantially similar work of the regular position within one year of

that hire, the employee shall receive credit towards the employee's probationary period for the

time served in the special duty role. If the time served in that special duty position was longer than

the required probationary period, the employee's probationary period shall be considered served.

C. The special duty rotation provisions in the Professional and Technical

Employees, Local 17 Public Health and Professional and Technical Employees Appendix will

still apply (CBA Code 060).

15.4. Pay.

A. An employee on special duty assignment that has a higher top step rate of pay

will be placed at the first step of the special duty classification pay range or be paid a flat 5% above

the employee's base rate of pay, whichever is higher.

**B.** If an employee's pay in their base position includes hourly longevity and/or

merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated

using the hourly longevity and/or merit pay amount and may result in merit-over-top pay while in

special duty.

C. An employee on special duty will continue to advance through the wage steps

of their base pay range while on special duty. If the employee is at their top step in the base

classification, the employee will advance to the next step of the special duty classification.

**D.** Special duty pay shall not be considered part of an employee's base pay rate for

purposes of pay rate determination for promotion or reclassification, cash-out of vacation, BT,

ESL, or sick leave, or vacation or sick leave donations. If an Employee who served in the Special

Duty Assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position; however, the appointing authority may place the promoted Employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

- **E.** If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.
- **F.** When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee is eligible to receive under the terms of their Appendix.
- **G.** Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force and seniority) shall continue to apply during the special duty assignment.

#### 15.5. Paid Leave While on Special Duty.

Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

### 15.6. FLSA Status Change.

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA	FLSA Non-Exempt Base	FLSA Exempt Base Position to
Change	Position to FLSA Exempt	FLSA Non-Exempt Special Duty
	Special Duty	
Compensatory	Accrued compensatory leave	The employee is eligible to earn
Leave	cannot be used when in a FLSA	compensatory time in lieu of overtime
	exempt special duty. Any	pay while in the FLSA non-exempt
	accrued compensatory time will	special duty assignment pursuant to the
	be cashed out prior to starting a	terms of the Appendix covering the
	special duty assignment that is	Special Duty position.
	FLSA exempt.	
		Prior to ending the FLSA non-exempt
		special duty assignment, the employee
		must be paid for any unused
		compensatory time before returning to
		the FLSA exempt base position.

Executive Employees are eligible for executive leave while in a FLSA exempt special duty assignment	Payment for the compensatory time will be paid using the special duty pay rate.  The employee must use accrued executive leave while in the special duty assignment and by December 31 of the	
	expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix.	year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.
	The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.	

**15.7. Seniority Accrual.** An employee on Special Duty will continue to accrue seniority in their base classification.

#### **ARTICLE 16: CONTRACTING OUT**

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

#### **ARTICLE 17: TLT POSITIONS**

Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions.

Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.

#### **ARTICLE 18: JOB POSTING**

**18.1.** Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

**18.2.** Special duty job postings will be consistent with Article 15. TLT positions will also be posted as Special Duty opportunities.

**18.3.** Regular and TLT employees that are represented by the Coalition who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

18.4. When an employee is not selected for a position, they shall be notified in writing following completion of the recruitment process. If an employee requests a meeting for feedback after the recruitment process is complete, human resources will meet with the employee to review the process and provide feedback on how to improve as a candidate and/or offer resources to better prepare for future recruitments. Any grievance remedies relating to alleged violations under Article 18.4 shall be limited only to providing an opportunity for the employee to solicit and to receive feedback. In no instance shall a remedy result in a reposting or placement of an employee who applied and was not selected for the position.

#### **ARTICLE 19: PUBLIC RECORDS REQUEST**

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information (RCW 42.56.250(4)) for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

#### **ARTICLE 20: UNION NOTIFICATION**

If the Department of Human Resources has the information in the employee records, it will supply the Union with the following information within approximately five working days of a new employee's date of hire or new Union eligibility:

- 1. First and last name
- 2. USPS mail address
- 3. Home, work, and/or cell phone number

- **4.** Work e-mail address
- 5. Job classification/title
- **6.** Department
- 7. Division
- **8.** Work location
- 9. Date of hire
- **10.** Hourly or salary pay status
- 11. Rate of pay
- **12.** FTE status (if applicable)
- 13. Personal e-mail address

#### **ARTICLE 21: UNION ENGAGEMENT**

- **21.1. Steward Training.** During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of release time without loss of pay to participate in the steward training programs sponsored by the Union.
- 21.2. The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.
- **21.3. New Employee Orientation (NEO) Union Presentation.** The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.
- **21.4.** Release Time for New Employees. The County shall provide each new bargaining unit employee 30 minutes of paid release time to meet with the Union within the first month of employment.

#### **ARTICLE 22: UNION LEAVE**

**22.1.** Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

22.2. A regular employee designated by the Union to serve on official Union business that

requires a part of their time shall be given a leave of absence without pay from work, provided it

can be done without detriment to County services and at least 48 hours written notice is given to

the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall

accumulate the same during such leave.

ARTICLE 23: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES

**23.1.** Bulletin Boards. The County agrees to provide bulletin boards in areas accessible

to the members for the use of Union officers and stewards to post announcement of meetings,

election of officers, and any other Union materials. No materials of a political nature can be posted.

23.2. Electronic Devices. The County will permit Union officers and stewards the use of

electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to

communicate regarding Union business related to the County. These communications will be

consistent with state law and the County's Acceptable Use of Information Assets Policy, as

amended. The communications and the use of the County's equipment and systems must be brief

in duration and frequency. In no circumstance shall use of the County's equipment or systems

interfere with County operations or result in additional expense to the County. The parties

understand and agree there is no guarantee of privacy in the communications described herein and

that such communications may be subject to disclosure under the Public Records Act.

ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

All employees who have been authorized to use their own transportation on County

business shall be reimbursed at the rate established through ordinance by the County Council. King

County provides coverage for liability to a third party, and property damage to an employee's

personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is

traveling during their work day (not commuting), and they were acting in good faith and within

the course and scope of their employment.

This does not supersede benefits outlined in the Transportation Article in the

Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers,

Teamsters Local 763 Appendix (CBA Code 220).

**ARTICLE 25: INSURED BENEFITS** 

The County provides group medical, dental, vision, disability, accidental death and

dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees as provided under the terms of the Joint Labor Management Insurance Committee of Unions "JLMIC" Benefits Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the plans are negotiated by representatives of the County and labor

organizations that are parties to the JLMIC. All labor organizations that are signatory to this

Agreement agree to the JLMIC Benefits Agreement, as amended.

ARTICLE 26: GRIEVANCE PROCEDURE

**26.1.** Purpose. The County and the Union recognize the importance and desirability of

settling grievances promptly and fairly in the interest of continued good employee relations and

morale. In furtherance of this objective, the County and the Union will extend every effort to settle

grievances at the lowest possible level of supervision.

26.2. No Discrimination. Employees will be unimpeded and free from restraint,

interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

26.3. Grievance Definition and Timelines. A grievance is defined as an allegation by

either party to this Agreement that a violation of one or more terms of this Agreement (or its

Appendices) has occurred. Timelines under this Article may be extended by mutual agreement in

writing, by the parties responsible for addressing the grievance at each step. Unless mutually

agreed between the parties responsible for addressing the grievance at each step no grievance step

may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday

or on a day the County is closed for business, the next following normal day of business will be

considered the final calendar day.

A. Grievances of Disciplinary Action. Regular employees are subject to a just

cause standard for discipline.

(1) Grievances of disciplinary action involving suspension, demotion, or

termination shall enter the grievance process at STEP 2.

(2) No other verbal, written performance or counseling documents shall be

considered discipline that may be appealed to any level of this process.

**(3)** The provisions of this Article will not apply to appointed,

probationary, temporary, provisional and term-limited temporary employees if they are disciplined

or discharged because said employees are "at will" and not covered by the "just cause" requirement

of this Agreement.

26.4. Class Action Grievance. Grievances that allege the same violation(s) of the

Agreement (inclusive of its Appendices), seeks the same remedy and involve more than one grievant shall, at the union's request, be submitted at STEP 2 as a Class Action Grievance.

26.5. Exclusive Representative. The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. If an employee also has access to the Personnel Board for adjudicating a disciplinary or reclassification grievance, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

- **26.6.** Access to Grievance Procedure. Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.
- **26.7. STEP 1** Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.
- **A.** The supervisor/designee will meet with the employee and Union representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1 grievance.
- **B.** The supervisor/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.
- C. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.
  - **D.** Supervisors and managers shall initiate their grievances at STEP 2.
- **STEP 2** Director/designee- The grievance will be presented in writing to the director for investigation, discussion, and written reply.
- **A.** The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

**B.** The director/designee will issue a written decision to the employee and

the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 3 within 15 calendar

days after receiving the director's/designee's written decision, the grievance will be precluded

from further appeal.

STEP 3 - Office of Labor Relations - Labor Negotiator

A. The Labor Negotiator will meet and/or discuss the grievance with the

Union within 15 calendar days of the receipt of the STEP 3 grievance.

**B.** The Labor Negotiator will issue a written decision to the employee and

the Union within 15 calendar days following the meeting and/or discussion.

C. If the Union does not pursue the grievance to STEP 4 - Arbitration

within 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will

be precluded from further appeal.

**STEP 4** - Arbitration - Should the decision of the Labor Negotiator at STEP 3 not

resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

A. Selection Process. The representatives for the parties will select a third

disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon

a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names

furnished by Public Employment Relations Commission (PERC), Federal Mediation and

Conciliation Services (FMCS), or the American Arbitration Association (AAA). If the FMCS or

AAA options are utilized, and the selected arbitrator's principal place of business is not in

Washington, Oregon, California, Idaho, Nevada, Utah, Montana, or Wyoming, the parties shall

conduct the arbitration remotely. The arbitrator will be selected from the list by both the County

representative and the Union representative each alternately striking a name from the list until only

one name remains. Both parties will participate in a coin toss to determine who goes first for the

arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision

will be final and binding upon all parties to the dispute.

**B.** Arbitrator's Authority Limited. The arbitrator will have no power to

add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to

negotiate new agreements, but will have the power only to apply and interpret the provisions of

this Agreement in reaching a decision.

C. Arbitration Expenses. The arbitrator's fee and expenses will be paid

equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed

upon in advance, will be paid equally by the County and the Union. Each party will pay the full

costs and fees of its representatives, including attorney's fees and the expenses of any witnesses

appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the

subject matter of the dispute. Adverse County employee witnesses will be granted time off using

their own paid leave whenever operationally feasible, with advance notice.

**D.** Mediation. Any party, at any time during the grievance process, can

request mediation as a form of alternative dispute resolution. If mediation is requested, an

impartial mediator will be selected by mutual agreement. The parties will preferably mediate the

dispute using the King County Office of Alternative Dispute Resolution.

26.8. CLA Interpretation Grievances. The parties share an interest in a consistent

interpretation of CLA Articles; therefore, an interpretation of a CLA Article between a Union and

a County representative is not binding on the parties unless advanced to the County and Coalition

CLA Co-chairs for their concurrence.

A. An interpretation grievance is one that rests on the interpretation of the CLA. It

is distinguished from a grievance pertaining to an Appendix or discipline grievance.

**B.** CLA interpretation grievances may be directly advanced to STEP 3 by

agreement of the Labor Negotiator and Union to be addressed by the Co-chairs.

C. The designated County and Coalition Co-chairs will meet monthly, or as needed,

to discuss pending grievances. Dates and times will be mutually agreed upon and identified in

writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County

representative(s) involved in the grievances on that meetings' agenda.

**D**. At the CLA interpretation meeting, the parties will attempt to resolve the

grievance. If a resolution to the grievance is not reached within 15 calendar days of the meeting

the parties will clarify their positions in writing so the dispute is clear. Within 15 calendar days

following clarification of their respective positions, either party may advance the grievance to

STEP 4 (Arbitration).

**ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE** 

27.1. No regular employee shall be disciplined except for just cause (consistent with

Article 26.3.A). The County will employ the concept of progressive discipline in appropriate

cases. The County's policy is that discipline is corrective rather than punitive in nature. It is

understood that there may be egregious cases that may result in discharge, disciplinary transfer, or

other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP

shall be given a good faith opportunity to complete their PIP before any progressive discipline

related to the PIP is issued to the employee, unless there are instances of misconduct or gross

performance issues.

**B.** Letters of Expectations/Memoranda of Counseling. Letters of Expectations

or Memoranda of Counseling shall not be included in Personnel Files but may be included in

Supervisory files with a copy to the Union.

27.2. Written reprimands, suspensions, demotions, or discharges must be given by

registered or certified mail or personally with a written acknowledgment of receipt. Copies of all

written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of 18

months from the date of issuance, other than for purposes of showing notice; provided the

employee has not been disciplined during the 18 months.

27.4. All time limits set forth in this Section that refer to working days, shall include

Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within 90 calendar days after the division

or agency director is made aware of a credible allegation of misconduct. The time to complete the

investigation may be extended by the division or agency if another agency is investigating the

event (e.g., police agency, Ombuds) or if evidence necessary to complete the investigation is not

reasonably available to complete the investigation during the 90 calendar day investigation period.

If the investigation time period is extended, the division will notify the employee(s) under

investigation and the Union and both will be provided with the basis for the extension and the

expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be

executed within 30 calendar days following conclusion of the investigation, unless otherwise

mutually agreed to by the parties.

**B.** Following the County's notice of intent to suspend or discharge, a Loudermill

hearing should be offered and a decision made within 30 calendar days of the notice, unless

otherwise mutually agreed to by the parties.

Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160)

and the Service Employees International Union Local 925 (CBA Code 011) Appendices.

**ARTICLE 28: ECONOMIC EQUITY** 

- **28.1.** Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.
- **28.2.** This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.
- **28.3.** If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.

#### **ARTICLE 29: COMPENSATION**

#### 29.1. Wage Rates General Wage and Cost of Living Increases (GWI and COLA).

- **A.** All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2026.
- **B.** All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2027.
- C. In addition to the wage increase for 2026 and 2027, there will be one cost-of-living adjustment (COLA) effective January 1, 2028.
- **D.** The COLA formula will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

Regardless of the result calculated using this formula, the 2028 COLA shall not be more than 4% and shall not be less than 3%.

29.2. Ratification Bonus. Effective upon the first day of the first full pay period following the effective date of the ordinance, which is ten days following the King County executive's approval signature, or January 1, 2026, employees will be eligible to receive a one-time \$1500 ratification incentive. This ratification incentive will only be paid to employees per the terms of eligibility reflected in the Compensation Settlement for Implementation of Retroactive Increases MOA. The County reserves the right to reopen this section to continue bargaining over a ratification incentive for any bargaining units who do not reach successful ratification of this

successor CLA and execute a fully signed appendix agreement by or before September 26, 2025.

Additionally, the County reserves the right to transmit the CLA through the full ratification

process, along with all appendices that have been ratified and executed by September 26, 2025,

and implement those agreements.

29.3. New employees will be automatically enrolled in the Deferred Compensation

Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-

pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also

enroll in annual auto increases every January 1st. While the open enrollment process will default

to the auto-enrollment for deferred compensation, employees have the option to "opt out" at any

time during open enrollment. They may also opt out of the program at any other time after they

have enrolled.

**29.4. Step Progression.** Step progression between steps 1 and 10, or the steps as provided

under the Appendix, will not be based on merit, performance, or performance evaluations.

**ARTICLE 30: SAVINGS CLAUSE** 

Should any part hereof or any provision herein contained be rendered or declared invalid

by reason of any existing or subsequently enacted state or federal legislation or by any decree of a

court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall

not invalidate the remaining portions thereof; provided, however, upon such invalidation, the

parties agree to meet and negotiate such parts or provisions affected. The remaining parts or

provisions shall remain in full force and effect.

ARTICLE 31: SICK LEAVE²

**31.1.** Comprehensive leave eligible employees shall accrue sick leave benefits at the rate

of 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use

of donated leave pursuant to Article 6, up to a maximum of 3.6928 hours per bi-weekly pay period

for employees on a standard full-time 80 hour bi-weekly schedule, unless additional sick leave

accruals are required by law. There shall be no limit to the number of sick leave hours that an

employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year,

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except as listed below.

**A.** Short-term temporary employees shall accrue sick leave at the rate of 0.025

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

hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of

unused sick leave to the following calendar year. At the end of the pay period that includes

December 31, all accrued sick leave over 40 hours will be forfeited.

**B.** Sick leave accrual rates for a comprehensive leave eligible employee who

works other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals

based on their normally scheduled work week.

C. All employees shall accrue sick leave from their date of hire.

**D.** An employee is not entitled to use sick leave until the first day following the

pay period in which it was accrued.

31.2. Separation from or termination of County employment except by reason of

retirement shall cancel all sick leave accrued to the employee as of the date of separation or

termination. Should the employee resign, in good standing, be separated for medical reasons or

be laid off and return to County employment in a leave eligible position within two years, accrued

sick leave shall be restored.

**A.** Employees eligible for comprehensive leave benefits who have successfully

completed at least five years of County service and who retire as a result of length of service or

who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW

Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied

by the employee's base rate of pay plus merit and/or hourly longevity pay, if applicable, in effect

upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result

of length of service means an employee is eligible, applies for and begins drawing a pension from

PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County

employment. If a retiree who cashes out their sick leave is rehired within 12 months, that employee

is entitled to restoration of the sick leave balance that was not cashed out. A retiree who returns

to work will not be entitled to any cash out of their restored sick leave balance when they leave

County employment.

31.3. If the injury or illness is compensable under the County's workers compensation

program, then the employee has the option to augment or not augment wage replacement payments

with the use of accrued sick leave.

31.4. An employee who has exhausted all of their sick leave may use accrued vacation

leave before going on a leave of absence without pay, if approved by their appointing authority.

**31.5.** Paid sick leave may be used for the following reasons:

**A.** For self-care or to care for a family member:

- 1. Due to a mental or physical illness, injury, or health condition,
- 2. To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
- **3.** To receive preventative care.
- **B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.
- C. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- **D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.
- **E.** For family and medical leave available under federal law, state law or County ordinance.
- **F.** Employee's exposure to contagious diseases and resulting quarantine.
- **G.** To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee's family member.
- **31.6.** For purposes of paid sick leave, a "family member" is:
  - A. A spouse or domestic partner,
  - **B.** A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,
  - **C.** The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.
  - **D.** A grandparent, grandchild, or sibling.
  - **E.** Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and

that individual depends on the employee for care.

- **31.7.** An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.
- **A.** An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave.
- **B.** An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.
- **31.8.** Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

# **ARTICLE 32: VACATION LEAVE**³

**32.1.** Comprehensive leave eligible employees shall accrue vacation leave benefits for each hour in paid status excluding overtime and excluding the use of donated leave pursuant to Article 6, as follows:

Months	<b>Current Hourly</b>	Approximate	Maximum Hours Per
of Service	Accrual Rate	Days/Year	Bi-Weekly Pay
			Period
0	0.05384	13.9984	4.307
48	0.05770	15.00200	4.616
96	0.06160	16.01600	4.928
120	0.07700	20.02000	6.160
192	0.08080	21.00800	6.464
204	0.08470	22.02200	6.776
216	0.08850	23.01000	7.080
228	0.09240	24.02400	7.392
240	0.09620	25.01200	7.696
252	0.10010	26.02600	8.008
264	0.10390	27.01400	8.312
276	0.10780	28.02800	8.624

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

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288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

Nothing in this Section is intended to supersede the vacation accrual tables/vacation caps in Appendices for Prosecuting Attorney's (CBA Codes 155 and 370), Department of Public Defense (CBA Codes 462 and 465), WSCCCE, Council 2 CASA (CBA Code 458), and 446 Maritime Coalition.

- **32.2.** For employees employed prior to January 1, 2018, maximum annual vacation leave accrual is 480 hours for employees working the 40-hour work week and 420 hours for employees working the 35 hour work week.
- **A.** Vacation accrual rates for a comprehensive leave eligible employee who works other than the full-time schedule standard for their work unit shall receive prorated accruals based on their normally scheduled work week.
- **B.** Comprehensive leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.
- C. Comprehensive leave eligible employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.
- **D.** No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.
- **E.** When a current employee dies with accrued vacation leave and the employee has successfully completed their first six months of County service in a comprehensive leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.
- **F.** If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position and subsequently returns to County employment within two years from the resignation, layoff, or nondisciplinary separation, the employee's prior County service shall be counted in determining the vacation leave accrual rate.
- **G.** Comprehensive leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the

employee's base rate of pay, plus merit, and/or hourly longevity pay, if applicable, in effect upon

the date of leaving County employment, less mandatory withholdings.

**H.** Effective January 1, 2018, new comprehensive leave eligible employees will

be capped at 320 hours of vacation leave for employees working a 40-hour work schedule.

Employees not working a 40-hour schedule hired before January 1, 2018, including TLT's, will

retain their vacation cap.

I. Vacation bidding, and/or the manner in which vacation leave is approved,

shall be governed by the individual Appendix.

ARTICLE 33: WORKING OUT OF CLASS

**33.1.** Working-out-of-classification occurs when an employee in a regular position is

temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar

days. Employees working-out-of-classification may not be required to perform all the

responsibilities of the higher-level classification, and therefore may continue to perform some of

the responsibilities of their base position.

**33.2.** Working-out-of-classification assignments must occur in full day/shift increments.

33.3. While working-out-of-classification, the employee will receive a 5% working-out-

of-classification pay premium. Any overtime earned while working-out-of-classification will

include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while

working-out-of-classification shall be at the rate of the employee's base position (without the 5%

pay premium).

**33.4.** If a working-out-of-classification assignment exceeds 29 consecutive calendar days,

the assignment will be converted prospectively to a special duty assignment.

**ARTICLE 34: TRANSPORTATION BENEFITS** 

Eligible employees will receive the transportation benefits provided in King County Code.

**ARTICLE 35: LEAVE FOR EXAMINATIONS** 

Employees eligible for comprehensive leave benefits shall be entitled to necessary time off

with pay for the purpose of taking County qualifying or promotional examinations. This shall

include time required to complete any required interviews.

**ARTICLE 36: ORGAN DONOR LEAVE** 

Coalition Labor Agreement January 1, 2026 to December 31, 2028 **36.1.** Comprehensive leave eligible employees shall be granted leave for organ donation

in accordance with King County Code 3.12.215, as amended.

**A.** Comprehensive leave eligible employees who are voluntarily participating as

donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants,

kidney transplants, or blood transfusions to take ten (10) days paid leave without having such leave

charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that

the employee shall:

1) Give the manager/designee reasonable advance notice of the need to

take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where

there is a reasonable expectation that the employee's failure to donate may result in serious illness,

injury, pain or the eventual death of the identified recipient.

2) Provide written proof from an accredited medical institution,

organization or individual as to the need for the employee to donate bone marrow, a kidney, or

other organs or tissue or to participate in any other medical procedure where the participation of

the donor is unique or critical to a successful outcome.

3) Time off from work for the purposes set out above for more than ten

(10) working days shall be subject to existing leave policies under this Agreement.

**ARTICLE 37: UNION MEMBERSHIP** 

**37.1.** Upon authorization by an individual employee to the Union, the County shall provide

for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the

Union including COPE (or similar funds).

37.2. The Union shall have the option to transmit to DHR, by the cut-off date for each

payroll period, the name and Employee ID number of Employees who have, since the previous

payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed

their authorization for payroll deductions.

37.3. The County shall honor the terms and conditions of each employee's union

membership and payroll deduction authorization(s).

**37.4.** The County, including its officers, supervisors, managers and/or agents, shall remain

neutral on the issue of whether any bargaining unit employee should join the Union or otherwise

participate in Union activities.

37.5. An employee may revoke their authorization for payroll deductions of payments to

their union by written notice to the union in accordance with the terms and conditions of their

membership authorization. Every effort will be made to end the deductions effective on the first

payroll, and not later than the second payroll, after receipt by the County of confirmation from the

union that the terms of the employee's authorization regarding dues deduction revocation have

been met.

**37.6.** The County will refer all employee inquiries or communications regarding union

membership to the appropriate union.

37.7. The Union shall, only as to deductions made from members of its bargaining unit,

indemnify, defend and save the County harmless against any claim, demand, suit or other form of

liability asserted against it as it relates to such deductions. If requested by the Union in writing,

the County will surrender any such claim, demand, suit or other form of liability to the Union for

defense and resolution.

**ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY** 

**38.1.** The County and the Union shall not unlawfully discriminate against any individual

employees with respect to compensation, terms, conditions or privileges of employment by reason

of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender

identity or expression, age except by minimum age and retirement provisions, status as a family

caregiver, military status or status as a veteran who was honorably discharged or who was

discharged solely as a result of the person's sexual orientation or gender identity or expression.

**38.2.** Allegations of unlawful discrimination or alleged violations of this Article shall not

be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations

of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may

not be advanced to arbitration. Such grievances that are not resolved or withdrawn may be referred

by the grievant to the appropriate government agency. Grievances in which allegations of

discrimination or violations of this Article are a component, and not the sole alleged violation, may

otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from

advancement to arbitration and may be referred by the grievant to the appropriate government

agency, while the grievance and remaining alleged violations may be advanced to arbitration.

**ARTICLE 39: TELECOMMUTING** 

**39.1.** For Executive Branch employees, the County will administer employee requests

for alternative work schedules and telecommuting in accordance with its policies, as amended.

Requests for alternative work schedules and/or modified telecommuting arrangements by

employees will not be unreasonably denied. If any request is denied it will be denied in writing

and state the business reason for the denial.

39.2. The parties commit to negotiating in good faith over any and all changes to the

Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the

life of this Agreement.

**ARTICLE 40: BILINGUAL PAY** 

**40.1. Bilingual Pay Position Designation.** Effective prospectively upon ratification and

implementation of the CLA, the County at its sole discretion will determine whether the use of one

(1) or more specific non-English language or American Sign Language (ASL) is desired or

required for specific job duties and positions. Employees in such designated positions are eligible

to receive bilingual pay premiums as defined below. The County may end or modify the

assignment of job duties and/or the designation of a position that qualifies for bilingual pay

premiums at any time, which will result in the immediate termination of the bilingual pay premium.

Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual

services.

40.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium

eligible positions must demonstrate sufficient language proficiency in the target language as

determined by the County. Employees may be required to successfully retest their language

proficiency at any time. Job classifications that have core interpreter/translator functions (e.g.,

Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are

ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive

more than one bilingual pay premium or additional bilingual pay premiums for proficiency in

multiple languages. The hourly premium is excluded on all hours compensated but not worked.

A. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties

include the "desired" use of one (1) or more specific non-English language or ASL will receive a

\$1.00 per hour premium on actual hours worked. Position must have specific non-English

language(s) or ASL proficiency indicated as "desired" by the County in the job posting or other

written notice for the position.

B. Bilingual Skills Required Pay Premium. Eligible employees whose job duties

include the "required" use of one (1) or more specific non-English language or ASL will receive

a \$2.00 per hour premium on actual hours worked. Position must have specific non-English

language(s) or ASL proficiency indicated as "required" by the County in the job posting or other

Coalition Labor Agreement January 1, 2026 to December 31, 2028 written notice for the position.

**40.3. Testing.** Testing and release will be provided in accordance with Article 44 of the

CLA.

40.4. Indemnification. The County shall indemnify employees consistent with King

County Code 2.21.060.

**ARTICLE 41: DURATION** 

This Agreement and each of its provisions (including Appendices) shall be in full force

and effect, applied prospectively, following full and final ratification by each of the parties, unless

a different effective date is specified for the provision. This Agreement covers the period of

January 1, 2026 through December 31, 2028.

**NON-SUPERSEDING CLA ARTICLES** 

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

**42.1.** Where the division requires employees to wear safety footwear that meets ASTM

standards said employees will receive up to total of three hundred seventy-five dollars (\$375.00)

per calendar year, per employee, in accordance with the division's policy and procedures.

42.2. Personal Protective Equipment (PPE) - the department/agency shall provide each

employee with required PPE equipment and replace same as needed. The County will determine

what constitutes protective safety wear based on job assignment. All county-provided PPE, and

any uniforms authorized by individual appendices, shall include sizing for all genders and body

types.

**ARTICLE 43: AFTER HOURS SUPPORT** 

**43.1.** After Hours Support (AHS) is off duty time during which hourly employees may be

required to be on standby ready and able to report to work, called-out to report back to their

workplace, or technical call out to work remotely through technological means and is not required

to report back to the workplace.

A. Standby.

1. Each division director/designee will maintain a written list of all staff

who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their

designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between

division director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in

that work group.

5. In instances where the County, due to emergency or business reasons,

must terminate or modify the standby schedule, the division will provide as much notice of

schedule change as practicable.

**6.** Equipment: The County will provide all assigned After Hours Support

staff with a two-way electronic device when working After Hours Support.

7. Employees will be paid ten percent of their base hourly rate for all hours

on standby.

B. Physical Call-Out (PCO).

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and

time actually worked) shall be given for each call-out when the employee is required to report back

to their workplace; except, if the PCO is within four hours of their shift start time, the employee

will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four

hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate

except if such time coincides with the employee's work shift in which case the employee will be

paid their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work

location and is not required to report to their workplace, will be paid two hours of overtime. If the

PCO exceeds the initial two) hours, the actual hours worked will be paid at the overtime rate except

if such time coincides with the employee's work shift, in which case the employee will be paid

their regular base hourly rate of pay.

**3.** Parking expenses shall be reimbursed on presentation of a receipt, if an

employee is called out to a work location outside of the employee's regular working hours.

C. Technical Call-Out (TCO). Employees will be paid a ten-minute minimum

or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of

pay. Subsequent call outs within the same ten-minute period will not receive additional

compensation until after that period has expired.

**43.2.** If an employee is called to perform a TCO and it is determined they will need to

perform a PCO, the provisions for the PCO will prevail.

**ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION** 

44.1. The County shall pay for any certification/license fees (except for driver's licenses),

continuing education, and training that is required by the County for the position. This includes

necessary release time that is preapproved if release time is necessary during an employee's regular

work hours.

44.2. The County will reimburse the Department of Licensing fees associated with an

employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called

Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s).

Driver's license renewal fees, or CDL endorsement fees that are not required by the County for

the position will not be reimbursed.

**ARTICLE 45: PARKING** 

45.1. Employees will be required to pay for parking at the employee parking rates

established in the King County Code, as amended, for the Goat Hill and King Street Center

garages.

45.2 Employees will be required to pay \$10 per month for parking in the Patricia H.

Clark Children and Family Justice Center (CCFJC) parking garage; except, when the employee is

using their personal vehicle for County business for the day in which case they shall be reimbursed

for the parking cost(s).

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

**46.1. Waiver.** The parties acknowledge that each has had the unlimited right within the

law and the opportunity to make demands and proposals with respect to any matter deemed a

proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters,

agreements, and understandings in effect prior to the effective date of this Agreement are deemed

null and void with the effective date of this Agreement.

**46.2. Modifications.** For the duration of this Agreement, the County and the Union may,

with mutual consent, negotiate modifications, including additions, deletions, and changes, to the

terms of this Agreement. No modification will become effective without a written agreement,

signed by both the County and the Union(s) that defines the specifics of the modification.

APPROVED this	30th	day of	October	, 2025.
	Ву: _	Salwor King County E	Bradde xecutive	
For The King County Coalition	$\bigcirc$			9/29/25
Maria Williams, President/Exec Coalition Co-Chair Teamsters, Local 117	cutive Director			Date
For The King County Coalition  Michael Gonzales	of Unions:			9/29/25
Michael Gonzales, Senior Busi	ness Agent			Date
Coalition Co-Chair Teamsters Local 174				
For The King County Coalition	of Unions:			9/29/25
Youssef El Hamawi, Union Re	presentative			Date
Coalition Co-Chair Professional and Technical Employees, Local 17				

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY

**AND** 

# KING COUNTY COALITION OF UNIONS REPRESENTING

# KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS UNDER THE

# **COALITION LABOR AGREEMENT**

**Subject:** Longevity/Incentive Pay for Administrative Support Classifications

WHEREAS, the King County Coalition of Unions (Coalition) represent certain Coalition administrative support classifications; and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by labor organizations in the Coalition covered under the terms and conditions of the Coalition Labor Agreement:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant
Payroll Specialist

The classifications referenced under this section shall be referred to as "Coalition administrative support classifications" and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

2. Regular employees in Coalition administrative support classifications shall be eligible to receive a longevity-merit award under this Agreement, as outlined under Subsection A, or the merit pay as provided under KCC 3.15.020(C)(3) and as administered under King County Performance Appraisal and Merit Pay System as outlined under Subsection B, but not both. Existing bargaining units that have elected their preferred option as defined in Subsection A or Subsection B as a group as part of these negotiations and that selection will remain in effect for the duration of this Agreement.

- A. Longevity-Merit Pay. Existing bargaining units with eligible employees who have elected this plan will receive a wage increase of 1.5% above Step 10 upon completing 15 years of service with the County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years of service with the County; provided, however, that an employee is eligible for the above Step 10 premium only if they receive at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.
- **B.** Merit Pay. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A of this Agreement, and b) an above-top-step merit premium program. Therefore, existing bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for longevity-merit pay under Subsection A of this Agreement; however, such bargaining units have elected to forgo above-top-step merit for their members who are part of the Coalition in order for those members to be eligible for the longevity-merit pay under Subsection A of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Subsection A of this Agreement.
- C. For newly formed bargaining units, employees must elect their preferred option (as defined in Subparagraph A and Subparagraph B above) and as a group and must indicate their selection within 60 days from formation of a bargaining unit, and that selection will remain in effect for the duration of this Agreement. Employees who do not have the merit pay provision under their appendix shall only be eligible for longevity-merit pay under Subparagraph A.
- **D**. For employees who participate in the Western Conference of Teamsters Pension Trust ("WCTPT") plan, longevity-merit pay and merit pay is calculated on their base salary including the County's contribution on their behalf to the WCTPT and excluding any add-to-pays they are eligible to receive. All terms and conditions of the "000U0513 MOA" regarding Process for calculating Longevity Pay for the Administrative Coalition bargaining units that participate in the Western Conference of Teamsters Pension Trust shall apply.
- **3.** With respect to wages for Coalition Administrative Support Positions, the parties historically utilized the same process as was agreed to in the September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" and market surveys conducted for those negotiations were based on the following list of jurisdictions:
  - 1. Snohomish County
  - 2. Pierce County
  - **3.** City of Seattle
  - **4.** City of Bellevue
  - 5. City of Tacoma

- 6. City of Everett7. City of Redmond
- **8.** City of Renton
- 9. City of Kent
- 10. Port of Seattle
- 4. This Agreement shall remain in effect through December 31, 2028.

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE KING COUNTY COALITION OF UNIONS

**Subject: Cross-Jurisdictional Special Duty Assignments** 

# **Introduction:**

The purpose of this Memorandum of Agreement by and between the King County Coalition of Unions (the Coalition) and King County (the County) is to memorialize an agreement reached between the parties regarding cross-jurisdictional "special duty (SD)" assignments. Recognizing that cross-jurisdictional SD assignments will continue to occur in King County, the parties have worked collaboratively to establish applicable rules relating to representation issues presented by these assignments.

## **Agreement:**

The parties agree to the following:

- **1.** <u>King County Notification</u>: The County will provide the affected unions a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.
- 2. <u>Pay Progression in SD Assignments</u>: Step progression is governed by the terms of the base union's collective bargaining agreement (CBA), Coalition Labor Agreement (CLA) or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

# 3. Payment of Union Dues:

- **a.** For assignments limited in duration to six months or less, the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee's base classification.
- b. For assignments greater than six months in duration, the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the assignment (special duty union). Dues payment shall be consistent with the CLA, from the time the employee is placed in the assignment until the employee returns to their regular assignment. In this circumstance, the employee will not pay dues to the base union during the assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the assignment is initially approved for six months or less, but is extended beyond six months, the employee will begin paying dues to the special duty union once the assignment extends beyond six months.
- **c.** For assignments wherein a non-represented employee is assigned to a position that is represented, the same rules as in a and b will apply.

- d. For assignments wherein a represented employee is assigned to a position that is not represented, the employee will continue to pay dues to and be represented by the base union as provided under the following sections.
- **4.** <u>Standing and Seniority</u>: Members will remain "in good standing" consistent with the Local Union Bylaws when dues payments are waived by the base union due to an assignment which exceeds six months. Employees' seniority rights and standing with their base unions will be governed by the relevant base union's CBA.
- **5.** <u>Duty of Representation</u>: The unions agree that, should a representational need arise during the assignment, all representational obligations will lie with the union to which the member is working in an assignment; except, the base union will continue to be responsible for representation in the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is assigned to an assignment in a position that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. The union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.
- **6.** <u>Grievance</u>: Cross-jurisdictional union issues are not grievable under either the base union's or the special duty union's CBA. If there is a dispute between the unions or between the employee and union(s) about dues, the unions will work to resolve the dispute and will involve the King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations Commission (PERC), as necessary.

# 7. Union Pension Trusts:

- **A.** When an employee who is covered by a pension plan is assigned to a special duty assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall cease. The exception shall be when an employee is assigned to work in a bargaining unit that also provides for a pension plan, in which case the employee will pay into the pension at the negotiated rate for that bargaining unit. The employee's wage reductions/contributions to the pension shall resume when the employee is restored to their position within the bargaining unit.
- **B.** When an employee who is not covered by a pension plan is assigned to a special duty assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible for trust contributions. If the employee eventually hires into the special duty job as a regular employee, they shall be eligible for pension benefits on a prospective basis.
- C. The pension trust contributions of an employee assigned to a special duty assignment, whose base assignment or special duty assignment is eligible for Western Conference of Teamsters Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters Local 117 that outlines the requirements for pension trust employee payments/participation for the bargaining unit.

## MEMORANDUM OF AGREEMENT

## **Between**

# KING COUNTY

### And

# KING COUNTY COALITION OF UNIONS

**Subject: Compensation Settlement for Implementation of Retroactive Increases** 

# **Agreement:**

- 1. Retroactive payment of the GWI effective January 1, 2026 ("Contract Settlement GWI") shall be made to all employees represented by the Coalition of Unions whose bargaining units are signatory to the Coalition Labor Agreement (CLA) at the time of full ratification. Retroactivity will be issued in the following manner:
- **A.** Retroactivity will be issued to all employees who are employed by the County in a bargaining unit signatory to this agreement on the first day of the first pay period following full and final ratification of the CLA.
- **B.** Employees who resign or are terminated prior to the first day of the first pay period following full and final ratification of the CLA shall not receive a retroactive payment.
- C. The County shall not make any post-hire adjustments to employees' salary steps or make Contract Settlement GWI payments based on subsequent collective bargaining settlements or retroactive pay associated with other unions.
- 2. All other provisions of the 2026-2028 CLA shall be implemented prospectively on the first day of the first pay period after the Ordinance following adoption of this Agreement by the King County Council, which is ten days following the King County executive's approval signature, and shall not be applied retroactively, unless otherwise specified. Non-retroactive provisions include, but are not limited to, changes to any compensation (e.g., pay premiums, salary increases, special allowances), changes in hours and working conditions.
- 3. The Contract Settlement GWI will be applied to all 2026 retro pay eligible earnings consistent with the pay codes that were adjusted by the GWI when the 2021-2024 collective bargaining agreement was implemented. Ineligible earnings include adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave. Special duty and work-out-of-classification premiums shall be adjusted by the GWI but shall not be recalculated from the base position for which the premium rate was derived from.
- **4. Ratification Incentive.** Pursuant to Article 29.2 of this Agreement, employees will be eligible to receive a one-time \$1500 ratification incentive. Eligibility for the ratification incentive is as follows:

- **A.** The ratification bonus, less mandatory deductions, will be paid to all active employees who are employed in a base or SDA position represented by the Unions signatory to this Agreement on September 5, 2025, and who are employed with the County remaining in that base or SDA union signatory position on January 1, 2026.
- **B.** Employees who were employed on September 5, 2025, but retire, are laid off, deceased or are medically separated prior to the end of the first pay period following January 1, 2026, shall be eligible to receive the ratification incentive bonus.
- C. Employees who resign or are terminated prior to the end of the first pay period following January 1, 2026, shall not receive the ratification bonus.

# Memorandum of Agreement By and Between King County And The King County Coalition of Unions

# Subject: Bilingual Pay Premium Implementation Agreement

King County (the County) and the King County Coalition of Unions (the Coalition) are parties to a Coalition Labor Agreement (CLA) effective through December 31, 2028. Consistent with King County Code 2.15, the immigration, refugee, and language access ordinance seeks to promote trust and fairness for immigrant communities within King County.

This Memorandum of Agreement (Agreement) by and between the County and the Coalition (collectively the parties), shall be binding collectively upon ratification and implementation of the CLA. The parties intend this Agreement to resolve fully and finally all actual and potential disputes related to and arising out of the implementation of a CLA-wide bilingual pay premium.

# **Background:**

- 1. The parties bargained for a prospective bilingual pay premium (CLA Article 40) intended to replace existing, outdated bilingual pay provisions for consistency and standardization across all CLA bargaining units.
- 2. The parties believe there are approximately 180 employees throughout CLA bargaining units who currently receive a bilingual pay premium of some kind. The following represents the parties' agreement on the terms of implementation for such employees to be designated and paid a bilingual pay premium consistent with the new CLA Article 40.

## **Agreement:**

- 1. Pursuant to the CLA Article 40, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual pay premium shall not be required to provide such services.
- 2. Within 60 days of the effective date of this MOA, the County will provide a list of employees who are currently receiving a bilingual pay premium and a designation of whether their position is designated as desired or required to use of one (1) or more specific non-English language or ASL to the Coalition. The County will then notify those employees of their position

designation and eligibility for the respective pay premium as defined in the CLA Article 40. The County will work with the Coalition on a communication plan roll out.

**3.** Employees whose positions are not designated as desired or required pursuant to this Agreement may submit a request to their supervisor to be considered eligible for a bilingual pay premium within 60 days of the Coalition's receipt of the final list with designations. The County will respond to individual requests in a timely manner.

Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive additional bilingual pay premiums. As part of the implementation of the new bilingual pay, employees currently receiving a bilingual premium will continue to be eligible, unless the employee is unable to meet the proficiency testing standards.

- **4.** Employees whose positions are designated as desired or required during this implementation phase may decline the designation and shall be ineligible to receive bilingual pay premiums except employees whose positions were designated as bilingual required at the time of hire may not decline the designation.
- **5.** Employees may be required to successfully test their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums and shall not be required to provide such services.
- **6.** This Agreement is effective upon ratification and implementation of the CLA successor agreement and shall expire 30 days after all designations have been made under Sections 2 and 3 above, unless extended by mutual agreement of all parties.
- 7. This Agreement does not constitute a practice or precedent and cannot be used by either party in any matter or proceeding, except for the purpose of enforcing the Agreement itself.

For the Coalition of Unions:	
manh	9/29/25
Maria Williams	Date
Coalition Co-chair	
Michael Gonzales  Michael Gonzales	9/29/25
Michael Gonzales	Date
Coalition Co-chair	

_____

For King County:

9/29/25

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

Coalition Labor Agreement (CLA) - Appendix for [154] 1 **Agreement Between King County** And 2 **Teamsters Local 117** 3 Professional & Technical and Administrative Employees (F1A/F3A) 4 PURPOSE AND DEFINITIONS ...... ARTICLE 1: 2: ARTICLE 5 **ARTICLE** 3: 6 ARTICLE 4: HOLIDAYS......3 VACATION SCHEDULING, APPROVAL, AND INCREMENTAL USE .....5 ARTICLE 5: 7 ARTICLE 6: 8 ARTICLE 7: WAGE RATES......6 ARTICLE 8: OVERTIME......9 9 ARTICLE 9: HOURS OF WORK ......10 10 ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION......15 ARTICLE 11: 11 REDUCTION-IN-FORCE/LAYOFF REHIRES ......16 ARTICLE 12: ARTICLE 13: 12 ADDENDUM A: WAGE ADDENDUM - ADMINISTRATIVE SUPPORT EMPLOYEES 13 WAGE ADDENDUM - PROFESSIONAL & TECHNICAL EMPLOYEES ADDENDUM B: ATTACHMENT 1: MOA 000U0321 GREEN WHERE WE WORK (GWWW) INITIATIVE 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Teamsters Local 117 - Professional & Technical and Administrative Employees January 1, 2026 through December 31, 2028 [154/F1A,F3A] 154CLAC0125 Table of Contents

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These Articles, together with the Coalition Labor Agreement (CLA), constitute an agreement, the terms of which have been negotiated in good faith, between King County (the County) and Teamsters Local 117 (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council) of King County, Washington.

# ARTICLE 1: PURPOSE AND DEFINITIONS

**Section 1.1 Purpose.** The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees represented by the Union. The articles of this Agreement set forth the wages, hours and working conditions for this bargaining unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the individual bargaining unit's employees as follows:

- **A.** All CLA superseding provisions.
- **B.** All CLA non-superseding provisions, except:
  - Article 44 Training

**Section 1.2 Definitions.** Definitions that apply to this Agreement are found under King County Code ("Code") 3.12.010, as amended. Where there is a difference between the Code definition and a definition in this Agreement, the Code will prevail. In addition to Code definitions, below are additional definitions that pertain solely to this Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.

- A. Comprehensive Leave Eligible Employee/Position Pursuant to the CLA, all full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- **B.** Hourly Employee An employee who is not exempt from the Fair Labor Standards Act and is eligible for overtime.
  - C. Regular Employee A career service employee.
  - **D.** Salaried Employee An employee who is exempt from the Fair Labor Standards

lack thereof of D.R.I.V.E contributions.

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# **ARTICLE 3: RIGHTS OF MANAGEMENT**

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**Section 3.1** Management Rights. The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

discharge temporary employees; demote, discipline and discharge regular employees for just cause;

the right to lay off employees for lack of work or funds, for the occurrence of conditions beyond the

control of the County, or when such continuation of work would be inefficient and/or unproductive.

The County shall further have the right to hire, appoint, promote, train, transfer, assign and direct the

workforce; determine work locations and assign employees to those locations; evaluate employee

to those classifications, allocate employees to the positions; determine reasonable work shifts and

establish reasonable rules; and the right to take whatever actions are necessary in emergencies in

performance; contract out work; develop and modify classification specifications, allocate positions

schedules; schedule overtime work; establish the methods and processes by which work is performed;

A. Specific Enumerated Rights. The County shall have the right to discipline and

claims made and against it and any suit instituted against the County on account of any deduction or

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# ARTICLE 4: HOLIDAYS

# **Section 4.1 Holiday Benefits and Observance.**

order to assure the proper functioning of the Department.

A. Holiday Benefits. Holiday benefits (pay or paid leave) shall be based on the number of hours in the employee's regular workweek, up to a maximum of eight (8) hours for full-time employees with a forty (40) hour week, or seven (7) hours for full-time employees with a thirty-five (35) hour work week. Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Agreement.

**B.** Holiday Observance. All employees shall take holidays off (up to eight hours) using holiday leave if eligible, on the King County official day of observance, unless their work

Teamsters Local 117 - Professional & Technical and Administrative Employees January 1, 2026 through December 31, 2028 [154/F1A,F3A] 154CLAC0125 Page 3

schedule requires otherwise for continuity of services, as determined by the County.

C. Alternate/Flextime Work Schedules. Hourly employees on alternative work schedules (e.g., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that workweek (e.g., 5/8 or 5/7 work schedule). This requirement will, depending on business needs, be determined at the time that the alternative work schedule is established for the calendar year. If the employee is not required to adjust their schedule to work a five (5) day workweek during a holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay period the holiday occurs, or at another approved date during the calendar year. Hourly employees on alternative work schedules who take holiday time off in excess of the seven (7) hours, for thirty-five (35)-hour workweek, or eight (8) hours, for a forty (40)-hour workweek, of holiday provided, and who do not adjust their work schedules shall be paid in accordance with CLA Article 10.3..

Section 4.2 <u>Compensation for Work on a Holiday.</u> For comprehensive leave eligible hourly employees, work performed on a holiday shall be paid at one and one-half (1-1/2) times the hourly rate of pay in addition to the regular holiday pay. At the County's discretion, employees may also request to take a deferred holiday, preferably within the same pay period as the holiday worked, in lieu of receiving regular holiday pay. STT employees in Parks and Elections are eligible for the holiday work pay premium when required to perform work on a holiday. STT employees, including those in Parks and Elections, are not eligible for holiday pay for hours not worked, or a deferred holiday.

**Section 4.3** <u>Holiday Pay Counts as Time Worked.</u> Holidays paid for but not worked by hourly employees shall be recognized as time worked for the purpose of determining weekly overtime.

**Section 4.4** <u>Calculation of Holiday Pay - Salaried Employees.</u> Salaried employees are paid holiday pay for their standard work day, including employees working an alternative schedule. If the holiday falls on the salaried employee's regular day off, they will be eligible for an alternative holiday to be taken within the same pay period when the holiday occurs or at another approved date during the calendar year.

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# ARTICLE 5: VACATION SCHEDULING, APPROVAL, AND INCREMENTAL USE

**Section 5.1** <u>Vacations.</u> Are pursuant to Article 32 of the CLA, except as modified below.

**Section 5.2** <u>Increments of Use.</u> Hourly employees may request to use vacation leave in one-quarter (1/4) hour increments, at the discretion of the director/designee.

# Section 5.3 Vacation Scheduling.

A. The director/designee shall be responsible for establishing a vacation schedule that maximizes employee vacation opportunities while achieving the efficient functioning of the unit. Employees are encouraged to submit vacation requests as far in advance as possible.

Director/designee's will respond at the earliest opportunity, but no more than ten (10) working days after the employee submits their vacation request.

**B.** Dispute Resolution Regarding Vacation Approval. Business needs within divisions and work groups affect how management responds to employee vacation requests. Labor Management Committees are an appropriate forum for discussion of policies and procedures for vacation approval.

# ARTICLE 6: OTHER LEAVE

Section 6.1 Executive Leave. Salaried employees covered by this Agreement who are in positions that are exempt from the overtime provisions of the federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform their jobs. 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 allowed 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.

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**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 7. WAGE RATES

**Section 7.1** <u>Step Progression.</u> New employees shall be hired at Step 1 of their respective pay range, or at a higher Step at management's discretion, and advanced to the next step after successful completion of a probation period, except as provided herein. Advancement to the next step following successful completion of probation is at management's discretion if the employee is hired above Step 1.

**A.** Pay on Promotion. Pay on promotion shall be consistent with King County Code 3.15.130, as amended.

**B. Probation.** Regular employees will serve a probationary period as provided in King County Code, as amended. The probationary period will be at least six (6) months of service, but not more than twelve (12) months. If a probationary period is to be extended beyond six (6) months, written notice of the extension must be given to the employee before the employee completes the initial six (6) month probationary period, with a copy to the union.

Section 7.2 Annual Step Increase. Regular employees shall automatically advance to the next salary step annually on January 1st, except for employees in their first six (6) months in a job classification who shall advance from their entrance step to the step increment granted upon successful completion of their probationary period and annually on January 1st thereafter. Except: Regular employees listed under Addendum B in the Department of Executive Services Airport Division, Facilities Management Division, and the Finance & Business Operations Division, the Department of Human Resources, the Department of Public Health, and the Department of Natural

Resources and Parks shall also be eligible for merit over the top (MOT) pay in accordance with the County's Performance Appraisal and Merit Pay System Manual (Merit Plan), as amended. Before changing Departmental standard performance appraisal criteria scores, the County will notify the Union sixty (60) calendar days prior to the change and, if requested, will meet to bargain the effects of the change.

**Section 7.3** <u>Classification Revisions.</u> If the County adopts revisions to any classifications covered by this Agreement, the County will provide the Union with the proposed revisions and an opportunity to bargain the effects of the revisions.

**Section 7.4** Shift Differential. A shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked shall apply to employees who work a regularly scheduled second shift or a regularly scheduled third shift. Employees working alternative work schedules such as referenced in Section 9.2, are not eligible for shift differential unless their normal schedule is second or third shift.

**Section 7.5** <u>Wage Adjustments.</u> All wage rates in effect for the classifications listed in Addendum A and Addendum B receive increases in accordance with the provisions of the CLA.

# Section 7.6 Professional License and Certification Pay Premium.

**A. Introduction.** The purpose of this pay premium (premium) is to compensate employees who are required to possess a valid professional license or certification for their specific job position that is beyond the requirements for all positions in a classification covered under this Agreement.

**B.** Eligibility. A premium of fifty dollars (\$50.00) a month shall be paid to employees who have a valid professional license or certification if all the following conditions are met: 1) it is listed in Subsection C or as otherwise agreed to by the County; 2) it is an additional requirement for a specific job position; and 3) it is not required for all positions in the classification. Premiums will only be paid prospectively after an employee submits written proof of the license or certification and the County approves its validity. The County may ask an employee to provide at least annual documentation of a license or certification to receive the premium. No employee may receive more than (\$50.00) per month under this Article regardless of the number of eligible certifications and licenses they possess.

C. Professional Licenses and Certifications. 1 2 The following is a list of professional licenses and certifications eligible for the premium: 3 > Certified Public Accountant; Real Estate Appraiser Certification, Washington State; 4 5 ➤ Managing Broker and Designated Broker License; 6 ➤ Federal Department of Transportation Substance Abuse Professional 7 Certification; and, 8 Project Management Institute Certification. 9 Section 7.7 Application of Pay Ranges as a Result of Collective Bargaining with Other 10 Unions. The parties agree to reopen the contract should the County adjust the wage ranges for non-11 represented Executive Branch employees in the classifications listed in Addendum A and Addendum B of this Agreement or in classifications paid at similar wage ranges that are paid to 12 13 bargaining unit(s) members covered by this Agreement. 14 Section 7.8 Pension Trust. The County shall pay fifty cents (\$0.50) to the Western 15 Conference of Teamsters Pension Trust (WCTPT) on account of each employee in the Administrative 16 Support Employees Bargaining Unit, identified in Addendum A, for every eligible hour for which 17 compensation is paid. Such employees shall have their wage reduced by the amount of the County's 18 contribution on the employee's behalf. Participation in, and contribution to, the WCTPT is subject to 19 the terms of the following agreements: 20 Memorandum of Understanding regarding "Uniform standards for establishment and 21 administration of Western Conference of Teamsters Pension Trust accounts established 22 through collective bargaining agreement with Teamsters Local 117", executed on November 23 8, 2010, and coded 000U0110 24 Memorandum of Agreement regarding "Employee participation in the Western Conference of 25 Teamsters Pension Trust", executed on August 15, 2011, and coded 000U0211 26 The County agrees to re-open the Agreement upon request by the Union, solely for the purpose of 27 negotiating bargaining unit(s) employees' participation in the WCTPT. The County and Union 28 understand and agree that the Union will conduct a membership vote to determine whether either Teamsters Local 117 - Professional & Technical and Administrative Employees

bargaining unit will participate in WCTPT, and that if a majority of members of that bargaining unit vote in favor of participation, all members of the bargaining unit must participate. The parties further agree that participation in WCTPT shall not result in an increase in the rate of pay for any employee covered by this Agreement.

# **ARTICLE 8: OVERTIME**

**Section 8.1** Overtime for Extra Hours. All work performed over forty (40) hours in any one (1) FLSA workweek, or in excess of a full-time, hourly employee's scheduled work shift of at least eight (8) hours in one (1) day shall be paid at the contractual overtime rate as defined below.

A. 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 and/or shift differentials in effect at the time the overtime is worked (known as "time and one half"). Hourly employees whose scheduled full-time shift is less than eight (8) hours per day will receive straight-time overtime pay for all work in excess of the shift up to eight (8) hours, and will receive overtime pay after eight (8) hours in one (1) day. In the event that 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 pursuant to the FLSA.

Section 8.2 <u>Scheduled Day Off Overtime</u>. If an hourly employee is required to work on a scheduled day off, the employee will be paid at the overtime rate for time worked in excess of forty (40) compensated hours in the workweek.

Section 8.3 <u>Compensatory Time.</u> If an hourly employee requests and the supervisor approves, the employee may be granted compensatory time at the rate of one and one-half times (1-1/2) for overtime hours worked in lieu of overtime pay. Employees may carry a maximum balance of eighty (80) hours compensatory time. Compensatory time may be taken as paid time off, to be requested and approved in the same process used for approving vacation leave. Employees may at any time request and receive a cash out of accrued compensatory time; and, compensatory balances will be cashed out annually in accordance with the procedures under the Personnel Guidelines.

Section 8.4 Authorization of Overtime. All overtime shall be authorized in advance by the

director or designee, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Work on Saturday and/or Sunday is not overtime when it is a regularly scheduled workday for the employee.

Section 8.5 Overtime Assignment. Except for shift extensions and employees performing previously assigned work, when overtime work is necessary, supervisors and/or managers will request volunteers from the qualified employees in the work group. Each Division shall maintain a list of voluntary overtime sign-up or notification procedures for employees. If more employees volunteer than are needed for overtime work, the overtime work will be assigned to the most senior among the volunteers. If there are no volunteers or insufficient volunteers, overtime work will be assigned to the least senior among the group of qualified employees, which may include temporary employees or as otherwise mutually agreed to in the individual work unit, division, or department's labor management committee. The parties recognize that the mutually agreed upon process for allocating overtime assignments may change from time to time, and that the Union may request to bargain the impacts of such a change.

A. Overtime for Alternate/Flextime Work Schedules. Hourly employees shall be paid overtime for hours worked in excess of their agreed upon Alternative or Flextime Work Schedule.

**Section 8.6** <u>Minimum Standards Preserved.</u> If any provision of this article conflicts with minimum standards established by Federal or State law, then that provision shall be automatically amended to provide the minimum standards.

# **ARTICLE 9: HOURS OF WORK**

Section 9.1 Workweek. The County's FLSA workweek shall begin at 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through 11:59 p.m. the following Friday. The standard full-time workweek shall consist of thirty five (35) or forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods, as determined by the director; except as provided under Section 9.4. Employees required to move to a forty (40) hour workweek, except for those employees who are exempt under Section 9.4, will be given thirty (30)

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days' notice before the change is implemented, unless another effective date is mutually agreed.

Any employee may request to work a thirty-five (35) or forty (40) hour work schedule and the County may grant such request. The decision to grant or deny the request is solely at the County's discretion and will be based on business needs.

# **Section 9.2 Work Schedules and Locations.**

**A.** Generally, the working hours of each day shift shall be between 6:00 a.m. and 7:00 p.m. unless the operational needs of the division or of the particular assignment dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which may be requested by an employee. The establishment of reasonable work schedules and worksite locations is vested within the purview of the division management and may be changed from time to time; provided, that a 30-day written notice is given to all affected employees, except in exigent circumstances. Requests for alternate work schedules or flex time will not be unreasonably rescinded or denied. The County agrees to make a good faith effort to accommodate an employee's request for alternative work schedules and/or flex time, consistent with efficient and effective County operations.

**B.** Upon request of the Union, the County will meet to discuss the impacts when moving a regular employee from one work location to another if such move is to a different geographic location and is initiated by the County. County offices located in downtown Seattle are considered a single geographic location.

## **Section 9.3 Paid Rest Periods.**

**A.** Hourly employees covered by this Agreement shall be provided with one (1) paid, fifteen (15)-minute rest period for each four (4) hours of working time as close to the mid-point of the shift as possible. Scheduled rest periods are not required where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked. If the employee is unable to take the rest period due to work requirements the employee will be paid at the overtime rate for the missed rest period time.

**B.** Unpaid Meal Period. Hourly employees covered by this Agreement shall be provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour during each work shift that exceeds five (5) hours. Meal periods will be scheduled between two (2)

to five (5) hours after the start of the shift.

C. Meal Periods and Rest Periods. Meal periods shall be on paid time when the employee is required by the County to remain on duty on the premises or at a prescribed work site in the interest of the County. For employees receiving paid meal periods, pursuant to WAC 296-126-130(8)(b), this agreement specifically supersedes in total the meal period provisions of WAC 296-126-092. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods will not be provided as set forth in WAC 296-126-092(5). Except as expressly outlined above, the County will provide meal periods and rest periods as set forth in WAC 296-126-092.

Section 9.4 Preservation of Designation. A regular employee who elected to be designated as hourly (by exercise of the one-time option provided in the 2001-2003 Agreement Between King County and the Union Bargaining Coalition Regarding Professional and Technical Classification/Compensation) to retain a thirty-five (35) hour workweek is entitled to retain the hourly status and thirty-five (35) hour workweek if the position is reallocated to a different job class; provided, the employee remains the incumbent in the reallocated position. An employee who has elected to retain the hourly designation may retain the elected designation and workweek when transferred at the County's initiative into a different, FLSA-exempt position. An employee who takes a different position as a result of bumping or reduction in force may be allowed at management's discretion to retain the hourly election.

# **ARTICLE 10: MISCELLANEOUS**

**Section 10.1** <u>Union Access.</u> Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work, after work, during lunch breaks or other regular breaks, or at any reasonable time as long as the work of the County employees and services to the public are unimpaired. Prior to contacting members in County facilities, such authorized agents shall make arrangements with the director/designee.

Section 10.2 Safety and Health. The County agrees to comply with all applicable Federal,

State and local laws and regulations regarding health and safety. In the event an employee discovers or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees will not be disciplined for reporting unsafe conditions. If the County determines that there is an unsafe condition, it will be remedied immediately. No employee shall be required to use equipment which is not in a safe condition, or to work in an unsafe environment.

**Section 10.3** <u>Job-Related Training.</u> The County will pay all fees and travel expenses for required job-related training. Employees will be on paid work time when attending training required by management. Article 44 "Training" of the CLA does not apply to this bargaining unit.

**Section 10.4** <u>Personnel Records.</u> The County will maintain one (1) official personnel file for each employee. The personnel file shall contain official documents of employment, promotions, discipline and other personnel and career-related records of the employee.

A. Employee Access. The employee may examine their personnel file. Employees upon request may receive one (1) copy from their personnel file copied at no cost. Material relating to job performance or personal character will be provided to the employee prior to placement in the personnel file. The employee may challenge the propriety of including it in the file, and/or submit the employee's own documentation to be attached to the challenged material. Employees may request to have materials that reflect favorably on their performance or character included in their personnel file.

**Section 10.5** <u>Voluntary Demotion.</u> A regular bargaining unit employee may request to voluntarily demote into a non-vacant lower paid bargaining unit position for which they are qualified to perform the work and for which the director or designee has determined that the demotion is in the best interests of the County. The following terms shall apply to the demoted employee:

**A.** The employee will receive the highest step in the new pay range that does not exceed the pay rate that the employee received before the demotion. If the employee is receiving above-Step-10 merit pay, such pay may be considered when determining the new pay and the new pay may not exceed 5% above Step 10.

**B.** Seniority shall be determined by Section 12.1 of the CBA.

- C. No right to recall to the position or job classification held prior to demotion unless demotion was a direct consequence of layoff notification.
- **D.** The parties agree to follow Personnel Guidelines on a term or condition that directly applies to the demotion if it is not addressed above.
- **Section 10.6** <u>Travel Time.</u> Employees that use their own vehicle shall be compensated for travel time between work locations during work hours as required by the FLSA. Mileage reimbursement will be in accordance with the CLA Article 24.
- Section 10.7 <u>Union Representation.</u> In the event the County requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of their right to be accompanied by a representative of the Union and if the employee desires Union representation in said matter, they shall notify the County at that time and shall be provided a reasonable time to arrange for Union representation.
- Section 10.8 <u>Automatic Vehicle Location System Use Policy.</u> The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:
- **A.** AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.
- **B.** Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.
- C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to suspect that an employee has committed an offense that could result in discipline (i.e. no fishing expeditions). The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action.

- **D.** If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.
- **E.** The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.
- **F.** All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union represented employee, for response pursuant to the department's policies and procedures.

#### ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 11.1 No Strike, Work Stoppage or Slowdown. 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 11.2 <u>Union Obligation</u>. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members 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 a work stoppage.

Section 11.3 Consequences To Employee. Any employee participating in such work

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stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

#### ARTICLE 12: REDUCTION-IN-FORCE/LAYOFF REHIRES

Section 12.1 <u>Seniority Definition</u>. Seniority for all regular employees in regular positions is defined as total length of service in regular positions with the County including any service prior to 1995 with the former Municipality of Metropolitan Seattle, which has already been applied if relevant to the employee's adjusted service date. For purposes of layoff, bumping, and recall, the identification of affected employees shall be made on a case by case basis with seniority as the primary consideration as well as ability, skill, and experience in the job classification/position.

Section 12.2 Probation Period, Temporary Service and Seniority Date. A new employee shall be entitled to seniority when such employee has completed a probationary period of at least six (6) months with the County. If the probation period was extended beyond six (6) months, the seniority date will be retroactive to the beginning of employment upon successful completion of the probationary period.

A. Short term temporary (STT) employees and term-limited temporary (TLT) employees do not obtain seniority until such time as they are hired in a regular position in the same classification without a break in service. For such employees, upon successful completion of probation the seniority date shall be the first day of employment in the temporary position. In addition, an employee who has served as a TLT employee and who is subsequently appointed to a regular position in the same department, division and classification within sixty (60) days of the employee's last day of service as a TLT employee will have as seniority date the first day of employment in the TLT position.

Section 12.3 Loss of Seniority. Seniority rights shall be forfeited if the regular employee is discharged for just cause, if the employee resigns employment with the County or if the regular employee is on a leave of absence in excess of two (2) years if such leave is approved in accordance with CLA Article 3 Unpaid Leaves of Absence.

Section 12.4 Elimination of Positions. The County agrees to notify the Union and the affected regular employee in writing at least six (6) weeks in advance of any position anticipated to be eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to Section 12.1. Such notice of layoff shall include the name, classification and seniority date of all such employees whose positions are scheduled to be eliminated. Following the consideration of other options as described below, and the exercise of bumping options as provided in this Article, the affected employees will receive the final notice of layoff not less than thirty (30) days before the effective date. Prior to laying off any employee, management shall consider the following options for the impacted employee(s):

- A. Voluntary layoff.
- **B.** Voluntary retirement pursuant to the rules of the Public Employment Retirement System.
  - **C.** Any other voluntary programs such as job sharing, limited hours, etc.

**Section 12.5** <u>Placement.</u> The County will endeavor to place in other positions throughout the County those employees who are laid off. Employees who are eligible will receive referral, placement, and other services provided by the King County Career Support Services Program.

**Section 12.6** <u>Bumping.</u> Employees who are identified for layoff by written notice, or written notice of a reduction of work hours, must within three (3) work days after the employee receives such notice, notify the County of their intention to bump into another position within the bargaining unit, provided such an option is available.

- **A.** Eligibility to Bump. After receiving the layoff or reduction in hours notice, employees may displace (bump) another employee within the employee's layoff group as defined in Section 12.7 below, if they meet all of the following criteria:
- 1. The laid off employee may bump the least senior employee in the layoff group who holds a position for which the laid off employee is qualified in the job classification or job classification series from which the employee is laid off, provided the employee to be bumped has less seniority than the employee who elects to bump; and
  - 2. The job classification of the employee to be bumped is at a pay range equal

to or lower than the employee who elects to bump; and 1 3. The employee electing to bump has the skill, ability and experience 2 3 required to perform the work of the job classification/position. 4 **B.** Identification of bumping options will begin with the classification from which the 5 employee is laid off, and proceed to the next lower level classification in the series if no option is 6 available in the employee's classification. If no bumping option is available within the laid off 7 employee's classification and classification series, the employee may bump the least senior employee 8 in another classification (or lower paid classification in the classification series) covered by this 9 Agreement in the layoff group who holds a position for which the laid off employee is qualified, 10 provided that 11 1. The laid off employee completed a probationary period in the classification; 12 and 13 2. The employee to be bumped has less seniority than the employee who elects to bump; and 14 15 3. The job classification of the employee to be bumped is at a pay range equal to or lower than the employee who elects to bump; and 16 17 **4.** The employee electing to bump has the skill, ability and experience required to perform the work of the job classification/position. 18 19 C. Bumping Procedure. The County will identify the position or positions into 20 which a laid off employee is qualified and eligible to bump. It shall be the right of management to 21 determine if an employee has the skill, ability and experience required to bump into a position, and 22 such determination shall be made on a reasonable basis. 23 1. An objection to a determination by management that an employee does not have 24 the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure set 25 forth in Article 26 of the CLA. The employee who raises such objection through the grievance 26 procedure must participate in a skills assessment by the Career Support Services program. The skills 27 assessment will be considered by the Division Director/designee who adjudicates the employee's 28 grievance.

1	2. If more than one (1) laid-off employee is eligible to bump into a position, the most
2	senior among the laid off employees will have priority.
3	3. Nothing in this Article shall be construed as a requirement by a laid-off employee
4	to displace another employee. Exercise of the bumping option shall be voluntary.
5	4. An employee who is notified of a bumping option must accept or decline the option
6	within five (5) work days of being notified. If the employee does not respond within the five (5)
7	days, the County will consider that the employee has declined to bump. The employee will be
8	advised of the five (5) day response requirement when notified of the bumping option.
9	Section 12.7 <u>Layoff Groups.</u> For purposes of administering this Article, the following are
10	the layoff groups in which an employee may exercise bumping rights:
11	Layoff groups within the Department of Executive Services:
12	Airport Division
13	Fleet Division
14	Finance and Business Operations Division
15	Office of Risk Management
16	Records, and Licensing Services Division
17	Facilities Management Division
18	The layoff group is the Department for the following, except the Department of Natural
19	Resources and Parks, which is by Division within the Department:
20	Department of Natural Resources and Parks (by Division)
21	Department of Adult and Juvenile Detention
22	Department of Public Health
23	• Elections
24	Department of King County Information Technology
25	Department of Community and Human Services
26	Department of Local Services, Roads Services Division
27	Department of Human Resources
28	Section 12.8 Bumping of Temporary Employees. A regular employee may bump a TLT

employee in a bargaining unit position within the layoff group, or may accept appointment into a vacant term-limited position in the bargaining unit, provided the regular employee meets the qualifications of the position. The placement of a regular employee into a term-limited position shall not convert such position to a regular position; however, at the conclusion of the term-limited appointment, such regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in the term-limited position.

Section 12.9 Recall. All bargaining unit employees who are laid off, whose hours of work are reduced involuntarily, who accept a position with a lower salary range, or who accept a TLT position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job classification held at the time of layoff shall be by seniority pursuant to Sections 12.1 and 12.2 of this Article. A laid off employee may be involuntarily removed from the recall list after the expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list. Employees who are eligible for recall may accept a STT or TLT position without jeopardy to their recall rights.

**Section 12.10** The Department of Human Resources shall adhere to the procedures to the County's Workforce Management Plan, except as otherwise provided in this Agreement, regarding the placement of laid off employees to positions within the bargaining unit.

#### **ARTICLE 13: PERFORMANCE APPRAISALS**

**Section 13.1.** At least one (1) performance appraisal should be completed during the employee's probationary period, and at least annually thereafter. The annual appraisal should be completed no later than October 1 of each calendar year. However, late appraisals will not affect the date a wage adjustment will be effective if such wage adjustment is based on the appraisal. The supervisor doing the appraisal should meet with employee at the start of the review period to discuss performance standards and any expected performance measures that will be evaluated during the

rating period. Employees may submit a statement in response to the performance appraisal which shall be maintained as an addendum to the document in their personnel file. In the event that the County implements a new performance appraisal system during the term of the Agreement the parties agree to negotiate the effects.

#### Section 13.2. Appeal of a Regular Employee Performance Appraisal.

- **A.** Within five (5) 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 to be presented at the time of the meeting with the division (or department) director in Section 13.2.B., which includes the following elements:
- 1) Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
  - 2) Specify the ratings or comments that the employee believes are incorrect.
- 3) State the ratings or comments the employee believes should be made on the appraisal.
  - 4) Give facts substantiating each change requested.
- 5) 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.

For Teamsters Local 117: Signed by: Paul Daul Paul Dascher Secretary-Treasurer For King County: -Signed by: Matthew Wood Matthew Wood Labor Relations Negotiator Office of Labor Relations, Executive Office 

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum Addendum A - Master List

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
4200100	421104	Administrative Office Assistant	30
4201100	421207	Administrative Specialist I	35
4201200	421311	Administrative Specialist II	39
4201300	421405	Administrative Specialist III	43
4201400	421504	Administrative Specialist IV	48
4300100	431202	Customer Service Specialist I	34
4300200	431303	Customer Service Specialist II	38
4300300	431403	Customer Service Specialist III	42
4300400	431502	Customer Service Specialist IV	47
4101100	411104	Fiscal Specialist I	35
4101200	411206	Fiscal Specialist II	39
4101300	411304	Fiscal Specialist III	43
4101400	411403	Fiscal Specialist IV	48

^{*} Job titles covered by this agreement are within the departments and divisions indicated on the following pages.

Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

^{**} For rates, please refer to the King County Squared Salary Table.

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DCHS (A)

#### Department of Community and Human Services Central Administration Unit

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-Airport (A)

#### Airport Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-Fleet (A)

### Department of Executive Services Fleet Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-FMD (A)

### Department of Executive Services Facilities Management Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-FBOD (A)

### Department of Executive Services Finance and Business Operations Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-RALS (A)

### Department of Executive Services Records and Licensing Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DHR (A)

#### Department of Human Resources

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES - ORM (A)

### Department of Executive Services Office of Risk Management

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist II

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Admin (A)

Department of Natural Resources and Parks
Administration (Director's Office)

#### **Classification Title**

Administrative Specialist II

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Parks (A)

#### Department of Natural Resources and Parks Parks and Recreation Division

Classification Title
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-SWD (A)

### Department of Natural Resources and Parks Solid Waste Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-WLRD (A)

#### Department of Natural Resources and Parks Water and Land Resources Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DPH (A)

### Department of Public Health Administrative Services Division (Human Resources Section)

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DLS - Roads (A)

#### Department of Local Services Road Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum Elections (A)

#### King County Elections

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Master List - Addendum B

Union Code(s): F3A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2110200	211203	Accountant	52
2110100	211102	Accountant - Assistant	46
2110500	212402	Accountant - Principal	60
2110300	211303	Accountant - Senior	56
2810100	281208	Administrator I	50
2810200	281303	Administrator II	56
2240100	224102	Archivist - Assistant	48
2811200	286202	Business Analyst - Senior	68
2131100	214105	Business and Finance Officer I	53
2131200	214205	Business and Finance Officer II	58
2131300	214303	Business and Finance Officer III	62
2131400	214403	Business and Finance Officer IV	67
2333100	233602	Claims Administrator	50
2330100	233101	Claims Assistant	47
2330200	233203	Claims Officer	52
2332100	233502	Claims Officer II	57
2501100	252102	Communications Specialist I	51
2501200	252207	Communications Specialist II	54
2501300	252303	Communications Specialist III	58
2501400	252403	Communications Specialist IV	64
2215400	223202	Contract Specialist Assistant	51
2215100	223806	Contract Specialist I	56
2215200	223907	Contract Specialist II	61
2215300	224007	Contract Specialist III	66
2244300	229201	County Records Analyst	50
2230100	223302	Customer Services Coordinator - Assistant	49
2230200	223403	Customer Services Coordinator	55
2230300	223503	Customer Services Coordinator - Lead	59
4300500	430001	Customer Service Specialist Supervisor	50
2251100	226204	Educator Consultant I	54
2251200	226303	Educator Consultant II	58
2251300	226408	Educator Consultant III	62
8305100	835102	Fire and Life Safety Technician	44
2216300	225907	Grant Administrator	65
2311200	231204	Human Resource Analyst	57
2311300	231304	Human Resource Analyst - Senior	62
2311100	231103	Human Resource Associate	51
2272100	227401	Language Services Specialist I - Elections	43
2272200	227501	Language Services Specialist II - Elections	53
2336100	233005	LEOFF 1 Claims Specialist	57
2444100	243803	Maintenance Planner Scheduler	58
3350100	335102	Nurse Case Manager	64

cba Code: 154 Addendum B

# International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Master List - Addendum B

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2252300	226703	Occupational Education and Training Program Administrator	58
2252400	226801	Occupational Education and Training Program Administrator - Senior	63
2151100	207120	Payroll Specialist	47
2150300	207301	Payroll Administrator	50
2441100	243108	Project/Program Manager I	53
2441200	243214	Project/Program Manager II	58
2441300	243304	Project/Program Manager III	63
2441400	243407	Project/Program Manager IV	68
2634100	264804	Real Property Agent I	51
2634200	264904	Real Property Agent II	55
2634300	265004	Real Property Agent III	61
2634400	265104	Real Property Agent IV	67
2634500	265204	Real Property Agent Supervisor	71
2244100	225401	Records Center Technician	36
2244200	225504	Records Center Supervisor	50
2243100	225302	Records Management Specialist	48
2334600	234701	Safety and Health Professional - Certified	69
2430100	242103	Water Quality Planner/Project Manager I	53
2430200	242202	Water Quality Planner/Project Manager II	58
2430300	242303	Water Quality Planner/Project Manager III	63
2430400	242401	Water Quality Planner/Project Manager IV	68

Union Code(s): F3A

^{*} Job titles covered by this agreement are within the departments and divisions indicated on the following pages.

Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

^{**} For rates, please refer to the King County Squared Salary Table.

Addendum B Union Code(s): F3A

# International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DAJD-Admin (B)

#### Department of Adult and Juvenile Detention Administrative Services*

Classification Title
Human Resource Analyst
Human Resource Associate

^{*} Certain employees are excluded.

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-FMD (B)

## Department of Executive Services Facilities Management Division

Classification Title
Customer Service Coordinator
Fire and Life Safety Technician
Maintenance Planner Scheduler
Real Property Agent I
Real Property Agent II
Real Property Agent III
Real Property Agent IV
Real Property Agent Supervisor

Union Code(s): F3A

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees

Wage Addendum DES-Airport (B)

### Department of Executive Services Airport Division

**Classification Title** 

Administrator I

Union Code(s): F3A

Addendum B Union Code(s): F3A

# International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DES-FBOD (B)

### Department of Executive Services Finance and Business Operations Division

Classification Title
Accountant
Accountant - Assistant
Accountant - Senior
Accountant - Principal
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Contract Specialist Assistant (Procurement and Payables Section)
Contract Specialist I (Procurement and Payables Section)
Contract Specialist II (Procurement and Payables Section)
Contract Specialist III (Procurement and Payables Section)
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-RALS (B)

Department of Executive Services
Records and Licensing Services Division

Classification Title
Archivist - Assistant
County Records Analyst
Customer Service Specialist Supervisor
Customer Services Coordinator - Assistant
Customer Services Coordinator - Lead
Records Center Supervisor
Records Center Technician

Union Code(s): F3A

# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum

DHR (B)

#### Department of Human Resources

Classification Title
Business and Finance Officer I
Claims Administrator
Claims Assistant
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Educator Consultant I
Educator Consultant II
Educator Consultant III
Human Resource Analyst
Human Resource Analyst - Senior
Human Resource Associate
LEOFF 1 Claims Specialist
Nurse Case Manager
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator - Senior
Payroll Administrator
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Safety and Health Professional-Certified

Union Code(s): F3A

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DKCIT (B)

Union Code(s): F3A

### Department of King County Information Technology Design and Civic Engagement Division

Classification Title
Communications Specialist II
Communications Specialist III
Communications Specialist IV

Addendum B Union Code(s): F3A

International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DLS - Roads (B)

### Department of Local Services Road Services Division

**Classification Title** 

Payroll Specialist

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-Admin (B)

Union Code(s): F3A

#### Department of Natural Resources and Parks Administration (Directors Office)

Classification Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV

Addendum B Union Code(s): F3A
International Brotherhood of Teamsters Local 117
Professional & Technical Employees

Wage Addendum DNRP-Parks (B)

## Department of Natural Resources and Parks Parks and Recreation Division

Classification Title
Human Resource Analyst
Human Resource Associate
Administrator I
Administrator II
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Contract Specialist I
Contract Specialist II
Contract Specialist III

# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DNRP-SWD (B)

Department of Natural Resources and Parks Solid Waste Division

Classification Title
Accountant
Accountant - Assistant
Accountant - Senior
Administrator I
Administrator II
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Maintenance Planner Scheduler
Payroll Specialist
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Records Management Specialist

Union Code(s): F3A

Addendum B Union Code(s): F3A International Brotherhood of Teamsters Local 117

Professional & Technical Employees
Wage Addendum
DNRP-WTD (B)

## Department of Natural Resources and Parks Wastewater Treatment Division

Classification Title		
Human Resource Analyst		
Human Resource Associate		

Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-WLRD (B)

## Department of Natural Resources and Parks Water and Land Resources Division

Classification Title	
Accountant	
Business and Finance Officer I	
Business and Finance Officer II	
Business and Finance Officer III	
Business and Finance Officer IV	
Communications Specialist I	
Communications Specialist II	
Communications Specialist III	
Communications Specialist IV	
Grant Administrator	
Human Resource Analyst	
Project/Program Manager I	
Project/Program Manager II	
Project/Program Manager III	
Project/Program Manager IV	
Water Quality Planner/Project Manager I	
Water Quality Planner/Project Manager II	
Water Quality Planner/Project Manager III	
Water Quality Planner/Project Manager IV	

Union Code(s): F3A

cba Code: 154 Addendum B Union Code(s): F3A

## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DPH-Admin (B)

## Department of Public Health Administrative Services Division (Human Resources Section)

Classification Title
Human Resource Analyst
Human Resource Associate

# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Elections (B)

Union Code(s): F3A

#### King County Elections

Classification Title
Administrator I
Business Analyst - Senior
Communications Specialist I
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Language Services Specialist I - Elections
Language Services Specialist II - Elections
Project / Program Manager II

## MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND KING COUNTY COALITION OF UNIONS

Subject: GreenWhereWeWork (GWWW) Initiative

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

#### **AGREEMENTS:**

#### 1. **WORKING CONDITIONS**:

- **A. Telework Status:** Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.
- **B.** Processing Waiver Requests: The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.
- C. Alternative Work/Flexible Schedules: Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.
- **D. Reasonable Accommodation:** Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.
  - E. Workers Compensation: Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

**2. HOME OFFICE EXPENSES:** For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

#### A. Teleworking Expenses:

- 1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.
- **2.** General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.
- **3.** Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

#### **B.** Technology support:

- 1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.
- **2.** Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.
- **3.** The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.
- 3. <u>REOPENER</u>: During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.
- **4.** <u>**DEFERRAL**</u>: To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:
  - **A.** Decisions and appeals of waiver requests.
  - **B.** Job postings.

- C. Spending limits and reimbursable expenses.
- **D.** Monthly telework stipend.
- **5.** ORDER OF PRECEDENCE: Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.
- **6**. **<u>DURATION</u>**: This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

010	Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation
011	Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks
040	Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks
048	Professional and Technical Employees, Local 17 - Information Technology
065	Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks
066	Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks
154	International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees
156	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks
157	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks
159	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks
275	Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
459	Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff

For Washington State Council of County and City Employees, Council 2, Local 1652R:

	May 24, 2021
Suzette Dickerson (May 24, 2021 16:37 PDT)	
Suzette Dickerson	Date
Staff Representative	
For Professional and Technical Employees, Local 17:	
Karen Estevenin	May 21, 2021
Karen Estevenin (May 21, 2021 18:18 PDT)	
Karen Estevenin	Date
Executive Director	
For Service Employees International Union, Local 925	
20	May 26, 2021
Rion Peoples (May 26, 2021 18:22 PDT)  Rion Peoples	Date
Internal Organizer	Date
memar organizer	
For Technical Employees' Association	
	March 26, 2021
Michael Sands	May 26, 2021
Michael Sands	Date
President	
E I 1D . 1 . 1 . 1 . 1 . 1 . 1 . 1 .	
For International Brotherhood of Teamsters, Local 117:	
1. 1 -	Jun 1, 2021
	33.1.1, 2321
John Scearcy	Date
Secretary Treasurer	
For King County:	
	Jun 1, 2021
Lacey O'Connell	Juli 1, 2021
Lacey O'Connell	Date
Labor Relations Negotiator	
Office of Labor Relations	
King County Executive Office	



#### **Certificate Of Completion**

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Subject: Complete with Docusign: 154CLA0125.pdf

Source Envelope:

Document Pages: 60 Signatures: 2
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator: Lauren Watson 11943 Sunset Hills Rd

Reston, VA 20190 lauwatson@kingcounty.gov IP Address: 24.143.103.14

#### **Record Tracking**

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9/10/2025 3:57:53 PM

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Holder: Lauren Watson

lauwatson@kingcounty.gov

Pool: FedRamp

Pool: King County-King County Executive

Office-Office of Labor Relations

Location: DocuSign

Location: Docusign

#### Signer Events

Paul Dascher

docusign@teamsters117.org

Security Level: Email, Account Authentication

(None)

#### Signature Signed by:

Paul Daul

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**Timestamp** 

Sent: 9/10/2025 4:01:17 PM Viewed: 9/10/2025 4:02:27 PM Signed: 9/12/2025 3:45:52 PM

Signature Adoption: Uploaded Signature Image

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#### **Electronic Record and Signature Disclosure:**

Accepted: 9/12/2025 3:03:13 PM

ID: f1e3ad1e-bf07-4276-a903-450dce5ea490

Matthew Wood

mwood@kingcounty.gov Labor Relations Negotiator

King County

Security Level: Email, Account Authentication

(None)

Matthew Wood

Signature Adoption: Pre-selected Style

Using IP Address:

2607:fb91:15a5:d452:1921:3dc3:4085:c363

Signed using mobile

Sent: 9/12/2025 3:45:53 PM Viewed: 9/12/2025 3:48:05 PM Signed: 9/12/2025 3:48:50 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	9/10/2025 4:01:17 PM	
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Envelope Updated	Security Checked	9/12/2025 1:14:48 PM	
Envelope Updated	Security Checked	9/12/2025 2:50:18 PM	
Envelope Updated	Security Checked	9/12/2025 2:50:18 PM	
Envelope Updated	Security Checked	9/12/2025 2:50:18 PM	
Certified Delivered	Security Checked	9/12/2025 3:48:05 PM	
Signing Complete	Security Checked	9/12/2025 3:48:50 PM	
Completed	Security Checked	9/12/2025 3:48:50 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

#### To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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  described above, you consent to receive exclusively through electronic means all notices,
  disclosures, authorizations, acknowledgements, and other documents that are required to
  be provided or made available to you by King County Sub Account Office of Labor
  Relations during the course of your relationship with King County Sub Account Office
  of Labor Relations.

#### Memorandum of Agreement By and Between King County and

## Teamsters Local 117 Representing Professional & Technical and Administrative Employees [154/F3A]

Subject: Hazardous Waste Management Program Reorganization - Transfer of Employees

#### **Background:**

- 1. King County (the County) and Teamsters Local 117 (Local 117) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2026, through December 31, 2028, which covers certain employees in the Department of Natural Resources and Parks (DNRP). The CBA covers two bargaining units: Administrative Support Employees, documented in Addendum A (Union Code F1A), and Professional and Technical Employees, documented in Addendum B (Union Code F3A). Addendum B covers several classifications of employees working within the Divisions involved in a previous Hazardous Waste Management Program (HWMP) Reorganization, which became effective February 1, 2023.
- **2.** As a result of this reorganization within the DNRP two employees (Tristen Gardner and Michell Mouton) previously working in the Solid Waste Division (SWD) were transferred to the Water Land Resources Division (WLRD). These employees were represented by Local 117 under the Parties' CBA, Addendum B in the SWD.
- 3. On December 9, 2022, the Union demanded to bargain over the impacts of the HWMP Reorganization.
- **4.** On January 12, 2023, the Parties met to negotiate over the impacts of the HWMP Reorganization and entered into an Agreement to transition these employees from the SWD to the WLRD, effective February 1, 2023. That Agreement resulted in an MOA, 154VR0122. This Agreement renews and replaces that MOA to align with the new CBA term.

#### **Agreement:**

1. Tristen Gardner and Michell Mouton, who continue to work as a Project/Program Manager III (PPM III) and a Project/Program Manager IV (PPM IV), respectively, shall continue to be represented by Local 117 and shall continue to be covered under the terms and provisions of Appendix 154/Union Code F3A.

- 2. Should Mr. Gardner and/or Ms. Mouton change their position to one represented under a different bargaining unit, they will no longer be covered under the 154 CBA/Union Code F3A.
- 3. Should Mr. Gardner and/or Ms. Mouton change their position to one not represented at the time of the change, they will not continue to be represented by Local 117.
- **4.** Should Mr. Gardner and/or Ms. Mouton change their position to one represented by a different Union, they will not continue to be represented by Local 117.
- 5. Should Mr. Gardner and/or Ms. Mouton return to WLRD/Hazardous Waste Section as a PPM III and/or PPM IV, respectively, after having left WLRD, they will no longer be represented by Local 117.
- **6.** No employee listed above shall suffer any loss of pay, position or any contractual right or privilege as a result of the HWMP Reorganization.
- 7. The Union will not seek representation of any other current or future employee within the Hazardous Waste Section within the Water and Land Resources Division (WLRD) but does reserve its right to bargain over the impacts of any future reorganization involving the existing membership within DNRP.
- **8.** The terms of this Agreement renew and replace the previous MOA 154VR0122, and shall become effective and enforceable upon signature by all parties below. Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.
- 9. This Agreement, along with the applicable CBA, is the full and final Agreement of the Parties regarding the HWMP Reorganization. The Parties shall continue to address the impacts of this transition in the Labor Management Committee forum, as needed. This Agreement expires on December 31, 2028 unless the parties agree to extend or incorporate the terms in the parties' successor CBA.

For Teamsters Local 117:	
Signed by:  Row Dawl	0.410.40005
FC2D5CFA91FF49B	9/12/2025
Paul Dascher	Date
Secretary Treasurer	
For King County:	
Matthew Wood	9/17/2025
Matthew J. Wood	Date
Labor Relations Negotiator	
Office of Labor Relations	
King County Executive Office	

9/17/2025

# Memorandum of Agreement By and Between King County and

#### **Teamsters Local 117**

### Representing Professional & Technical and Administrative Employees [154/F1A]

Subject: Intermittent Alternate Schedule and Overtime Adjustment - Department of Elections -, Administrative Specialists II and III

#### **Background:**

- 1. King County (the County) and Teamsters Local 117 (the Union) are parties to a collective bargaining agreement (CBA) effective January 1, 2026 through December 31, 2028.
- 2. Certain Administrative Specialists II and III (Admin Specs) in the Department of Elections (the Department), have historically worked 35 hours per week on a 7-hour day, five days per week schedule. The Department Admin Specs have an interest in the continuation of an intermittent schedule of 8.75-hour days over four days per week on a seasonal basis, depending on business needs, which was piloted under MOA 154U0222 on April 4, 2022.
- 3. Pursuant to Article 8 (Overtime), Section 1 (Overtime for Extra Hours) of the parties' agreement "All work performed over forty (40) hours in any one (1) FLSA workweek or in excess of a full-time, hourly employee's scheduled work shift of at least eight (8) hours in one (1) day shall be considered as overtime. Hourly employees whose scheduled full-time shift is less than eight (8) hours per day will receive straight-time overtime pay for all work in excess of the shift up to eight (8) hours and will receive overtime pay after eight (8) hours in one (1) day."
- **4.** Because certain Admin Specs currently only work 7 hours per day, and 35 hour per workweek, the Department has sometimes allowed them to voluntarily sign up to work up to five hours of overtime per week at the straight-time rate with Department approval, which can either be scheduled on their regular day off or on their regular workday, provided it does not exceed one hour per workday, or eight total hours for the day, so as not to trigger the overtime rate of pay. The Department would like the Admin Specs to have similar access to voluntary additional overtime at the straight-time rate during this pilot when their shifts move to 8.75-hour days.
- **5.** The County and the Union discussed the issue and had agreed to extend the following terms, as codified in the MOA 154U0822. This Agreement renews and replaces that MOA to align with the new CBA term.

#### **Agreement:**

- 1. The Department may continue to intermittently provide a four-day 35-hour workweek at 8.75 hours per day schedule for the classifications of Administrative Specialist II and III in the Department of Elections, as an alternative to their normal five-day workweek at 7 hours per day. When the Department wishes to make a change between the two schedules, Admin Specs shall be given two weeks notice, and all such changes shall occur at the start of a new FLSA workweek.
- 2. The alternative work schedule will only be assigned during non-election times. Election time is roughly 3 weeks prior to Election Day through certification of an election but may vary based on departmental needs. The alternative work schedule will not be assigned during weeks in which a paid holiday occurs.
- **3.** When Admin Specs are assigned to a four-day workweek, working 8.75 hours per day, they will bid by seniority for their regular weekday off (Monday, Wednesday, Thursday, or Friday). The Department will determine the distribution of available days off to bid.
- **4.** When Admin Specs are assigned to a four-day workweek, working 8.75 hours per day, they may opt to work up to two additional hours of overtime per day at the straight-time rate until they have reached 40 hours worked per week. CBA Article 8, Section 8.1.A, which provides for overtime pay after 8 hours worked, will not apply. When Admin Specs are assigned to their normal five-day workweek at 7 hours per day, no exception to the CBA language shall apply.
- 5. The parties acknowledge that this agreement provides for an intermittent schedule that may benefit both the County and the employee, and to provide these 35-hour a week Admin Specs with a similar ability to work up to 5 additional hours per week at the straight-time rate when a need is determined by the County. The County reserves its rights to determine when additional work is needed beyond the 35-hour workweek schedule.
- **6.** This Agreement does not establish a precedent in any way or impose a contractual obligation on the County outside of the explicit language contained in this agreement.
- 7. This MOA is the full and final agreement, along with the applicable collective bargaining agreement, of the terms related to scheduling and overtime calculations for Administrative Specialists II and III. This agreement renews and replaces the previous MOA 154U0822. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the CBA.
- **8.** This agreement is effective upon signature by all parties. This Agreement expires on December 31, 2028 unless the parties agree to extend or incorporate the terms in the parties' successor CBA. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

For Teamsters, Local 117:		
Signed by:		
Poul Deal-	9/12/2025	
Paul Dascher	Date	
Secretary Treasurer		
For King County:		
Signed by:  Matthew Wood		
AECE2A82RC144DE	9/17/2025	
Matthew J. Wood	Date	
Labor Relations Negotiator		
Office of Labor Relations		
King County Executive Office		

# Memorandum of Agreement By and Between King County and

#### **Teamsters Local 117**

#### Representing Professional & Technical and Administrative Employees

**Subject: Extension of Partial Payment of Property Taxes Program** 

#### Background:

- 1. On October 5, 2016, the Parties, Teamsters Local 117 (the Union) and King County (the County), entered into a Memorandum of Agreement (MOA), coded 154U0416, to create a "Partial Payment of Property Tax Pilot Program." The Parties acknowledged that an outside vendor would be used to accept and process the partial payments during the pilot, as the County's tax system could not process partial payments without multiple manual and inefficient steps.
- 2. The pilot program was determined to be successful, and the County has made the Partial Payment of Property Tax Program a permanent option available to eligible taxpayers. Simultaneously the County has been developing a new Property Tax Administration System (PTAS) which will have more robust processing capabilities to include partial payment functionality.
- 3. The development of a PTAS has had several delays, resulting in the extension of Agreements is coded 154U0416, 154U0220, 154U0221, and 154U0223 through December 31, 2026. Further delays in a PTAS development and its implementation are forecasted beyond December 31, 2026. This Agreement renews and replaces the above forementioned MOAs, to align with the new CBA term.
- **4.** The parties have discussed that the PTAS partial payment functionality continues not to be available and agree to extend these agreements to allow an outside vendor to accept and process the partial payments until a PTAS is implemented, with terms as follows.

#### **Agreement:**

- 1. The County will continue the Partial Payment of Property Tax Program, as currently structured, through December 31, 2028.
- 2. The parties acknowledge that the County plans to continue to use an outside vendor to accept and process partial property tax payments for the duration of this Agreement.

- **3.** Should the PTAS partial payment functionality become operationally viable before December 31, 2028, the County will notify the Union and discuss such development as well as this Agreement.
- **4.** No King County Teamsters 117 Professional & Technical and Administrative bargaining unit jobs will be eliminated due to this program or to the use of an outside vendor.
- **5.** The County will be available to answer questions raised by the Union about the partial payment program.
- **6.** Should the County propose to extend the use of an outside vendor as part of the Partial Payment of Property Tax Program beyond December 31, 2028, it will notify the Union before the expiration of this MOA.
- 7. This Agreement does not constitute a practice or precedent.
- **8.** Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.
- **9.** This MOA is the full and final agreement, along with the applicable collective bargaining agreement, of the terms related to the Partial Payment of Property Tax Program. This agreement renews and replaces the previous MOA 154U0223. This Agreement is effective, once signed by both parties, immediately and through December 31, 2028, unless extended or modified in writing by both parties.

For International Brotherhood of Teamsters, Local 117:

Signed by:	
Poul Dead	9/12/2025
Paul Dascher	Date
Secretary Treasurer	
For King County:	
Matthew Wood	9/17/2025
Matthew J. Wood	Date
Labor Relations Negotiator	
Office of Labor Relations	
King County Executive Office	

# Memorandum of Agreement By and Between King County and

#### **Teamsters Local 117**

### Representing Professional & Technical and Administrative Employees [154/F1A]

**Subject: 40 Hour Work Week for Department of Elections** 

#### **Background:**

- 1. King County (the County) and the Teamsters Local 117 (the Union) are parties to a collective bargaining agreement (CBA) effective January 1, 2026 through December 31, 2028.
- **2.** Some employees represented by the Union in the Department of Elections (the Department) currently work 35 hours per week on a 7-hour day, five days per week schedule. On January 1, 2023, the Department implemented a 40-hour per week schedule whereby certain employees opted to transition to that schedule of an 8-hour day, five days per week
- **3.** The County and the Union discussed the issue and agreed to terms reflected in an MOA 154U0622. This Agreement renews and replaces that MOA to align with the new CBA term.

#### **Agreement:**

- 1. The Department allows employees on a 35 hour workweek to opt to transition to 40 hours per week. Any changes will take effect at the start of the first FLSA workweek following approval of the request.
- **2.** Employees that opt to change to a 40-hours per workweek schedule may not revert back to a 35-hours workweek. However, an employee that wishes to "trial" a 40-hour workweek prior to assuming the schedule permanently, may elect on a one-time-basis to work a 35-hour schedule with an additional 5 hours of overtime at the straight-time rate for a period of 30 days. The employee shall work with the Department to determine specific dates of the trial period.
- **3.** All new employees hired by the Department of Elections will be hired on a 40-hours per week schedule, with no right to a 35-hour schedule.
- **4.** Employees who opt to retain their 35-hour schedule shall only have guaranteed retention of this schedule while employed in the same classification and same work unit. Should

an employee with a 35-hour schedule transfer or promote within the Department of Elections, such employee may request to maintain their 35-hour work schedule. The decision to grant or deny the request is solely at the Department's discretion and will be based on business needs per Section 9.1 of the CBA.

- **5.** The County reserves the right to reopen negotiations with the Union in the future if there is a need to move the remaining employees on a 35-hours per workweek schedule to a 40-hours per workweek schedule.
- **6.** Employees that choose to remain on a 35 hours per workweek schedule may voluntarily sign up to work up to five hours of overtime at the straight-time rate with the Department's pre-approval, which can either be scheduled on their regular day off or on their regular workday, provided that if it is scheduled on their regular workday it does not exceed one hour per workday, or eight total hours for the day, so as not to trigger the overtime rate of pay in CBA Article 8 (Overtime), Section 1 (Overtime for Extra Hours).
- **7.** The County reserves its rights to determine when additional work is needed beyond a 35 or 40-hour workweek schedule.
- **8.** This Agreement does not establish a precedent in any way or impose a contractual obligation on the County outside of the explicit language contained in this agreement.
- **90.** The terms of this agreement renew and replace the previous MOA 154U0622. This MOA is the full and final agreement, along with the applicable collective bargaining agreement, of the terms related to scheduling and overtime calculations for employees represented by the Union. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the CBA.
- 10. This agreement is effective upon signature by all parties and shall expire on December 31, 2028, unless extended by mutual agreement of both parties. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

For Teamsters, Local 117:			
Signed by:		9/12/2025	
Paul Dascher		Date	
Secretary Treasurer		Date	
For King County:			
Signed by:			
Matthew Wood		9/17/2025	
Matthew J. Wood	Date		
Labor Relations Negotiator			
Office of Labor Relations			

**Memorandum of Agreement** 

By and Between **King County** 

and

**Teamsters Local 117** 

Representing Professional & Technical and Administrative Employees

[154/F3A]

Subject: Section 7.6 License and Certification Pay Premium.

**Background:** 

1. During the 2025 successor negotiations, the Parties discussed adding new professional

licenses and certifications per Section 7.6 of Appendix 154 Professional and Technical and

Administrative Employees between King County and Teamsters Local 117. The Parties are

currently in the process of ratifying a tentative agreement on a successor CBA.

**2.** The County and Union have discussed the issue and agree to the following.

**Agreement:** 

1. Employees may submit a request to their Department Manager or designee to have a

new professional license or certification added to the list reflected in Section 7.6 of the

Appendix.

2. The Department will evaluate the employees' request in accordance with the eligibility

criteria under Section 7.6.B of the Appendix.

3. The Department will notify the employee once a determination has been made to

approve or deny the request. Requests will not be unreasonably denied.

Teamsters Local 117 – Professional & Technical and Administrative Employees 154U0525

<b>4</b> . The Agreement is effective upon signature by all partial 31, 2028, unless extended by mutual agreement of both Partial	
the same force and effect as does an original signature on thi	s document.
For Teamsters, Local 117:	
Signed by:	
Poul Dead	9/12/2025
Partiasemen	Date
Secretary Treasurer	
For King County:	
Signed by:	
Matthew Wood	9/17/2025
Matthew J. Wood	Date
Labor Relations Negotiator	
Office of Labor Relations	
King County Executive Office	