

**Coalition Labor Agreement (CLA) - Appendix for 448
Agreement Between King County
And
PROTEC17
Professional and Technical Employees, Local 17
Department of Community & Human Services**

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**AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES

Section 1.1. Recognition. The Employer hereby recognizes the Union as the exclusive bargaining representative, pursuant to Public Employees Relations Commission Decisions 13156-A (PECB, 2020) and Decision 13302-A (PECB, 2021):

All full-time and regular part-time nonsupervisory employees in the Project Program Manager, Communications Specialist, Educator Consultant, Statistician, and Engineer job series who work for the King County Department of Community & Human Services in the following divisions: Performance, Measurement & Evaluation; All Home; Adult Services; Housing, Homelessness & Community Development; Director’s Office; Developmental Disabilities & Early Childhood Development; and Children, Youth & Young Adult Services. Also including all full-time and regular part-time nonsupervisory employees in the Business & Financial Officer job series in the King County Department of Community and Human Services (excluding employees in the Business and Finance Section). Excluding statutory supervisors, confidential employees, employees in other bargaining units, and all other employees.

Section 1.4. Bargaining Unit List. Once each calendar year in September and upon request, the County will provide the Union with a current listing of all employees within the bargaining units.

1 The list shall include the name of the employee, the employees' classification, and seniority within
2 the bargaining unit, seniority within the employees' current classification,
3 classification date, division, job location, and salary.

4 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

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

6 **Section 2.1.** The Preamble in its entirety.

7 **Section 2.2.** All Superseding and non-superseding provisions of the CLA, with the exception
8 of the following non-superseding provision: Article 43: After Hours Support.

9 **ARTICLE 3: EMPLOYEE RIGHTS**

10 **Section 3.1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
11 disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's
12 work performance or the program or image of the Department and/or County.

13 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their
14 personnel files in the Department's Human Resources Office in the presence of the Department of
15 Community and Human Services Human Resources Manager or a designee. No other personnel files
16 will be recognized by the County or the Union except that supportive documents from other files may
17 be used and it is understood that supervisors may maintain working supervisory files. The parties
18 agree that any item placed in an employee's personnel file shall be equitable and related to
19 employment. The employee shall have the right to add a written rebuttal statement from their
20 perspective into their personnel file.

21 **Section 3.3. Representation.** An employee will be afforded union representation consistent
22 with the law under *Weingarten*. If the employer schedules an investigatory meeting with an employee
23 that they believe could lead to discipline of that employee, the County shall inform the employee and
24 provide sufficient time for the employee to secure representation should they choose to. Employees
25 should seek advice from their union stewards or union representatives about their *Weingarten* rights.
26

1 **Section 3.4. Performance Standards.** An employee’s supervisor should communicate
2 performance standards at the time of hire, with any change in job duties, and as appropriate. All
3 performance standards shall be equitably applied to all employees and have a nexus to the work
4 assigned.

5 **ARTICLE 4: MANAGEMENT RIGHTS**

6 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
7 respects in accordance with its responsibilities and powers of authority and to direct the workforce
8 except as may be limited by the express provisions of this Agreement. Such functions of the County
9 include, but are not limited to, determining the mission, budget, organization, number of employees,
10 and internal security practices of the Department; recruiting, examining, evaluating, promoting,
11 training, transferring employees, and determining the time and methods of such action; disciplining,
12 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the
13 work force; developing and modifying class specifications; determining the method, materials, and
14 tools to accomplish the work; establishing reasonable work rules; assigning the hours of work;
15 determining work locations; and the right to take whatever actions may be necessary to carry out the
16 Department’s mission in case of emergency.

17 **ARTICLE 5: PROBATION PERIOD, PERFORMANCE EVALUATIONS AND APPEALS**

18 **Section 5.1. Probation and Trial Service Period**

19 **A. Initial Probation Period:** Except as provided in Section E below, new employees
20 shall serve a six (6)-month trial period of employment following an initial regular
21 appointment to a career service bargaining unit position. (This includes transfers
22 from outside of the department.)

23 **B. Probation Period/Promoted Employee:** All employees who are promoted serve
24 a six (6)-month trial service probation period from the date of promotion.

25 **C. Gaps in Employment During Probation/Trial Service Period.** Occasional
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1 absences due to illness, vacations, and military leaves shall not result in an
2 extension of the probation or trial service period, but upon approval of the
3 Department Director or designee, an employee’s probation or trial service period
4 may be extended so as to include the equivalent of a full six (6) months of actual
5 service where there are numerous absences.

6 **D.** The probation/trial service period shall provide the Department with the
7 opportunity to observe a new employee’s work, to train and aid the new employee
8 in adjustment to the position, and to terminate any employee whose work
9 performance fails to meet the required standards.

10 **E.** An employee’s initial probation/trial service period may be extended up to six (6)
11 additional months subject to approval by the County prior to the expiration of the
12 initial six (6)-month probation period.

13 **F. Probation Period/Dismissal.** An employee may be dismissed during the initial
14 probation/trial service period after having been given written notice. The County
15 will send a copy of the dismissal to the Union.

16 **G.** An employee dismissed during the initial hire probation period shall not have the
17 right to appeal the dismissal. The employee shall not be entitled to reinstatement.

18 **Trial Service Period.** All regular employees promoted or transferred to a different classification
19 within the bargaining unit(s) shall serve a six (6) month trial service period. An employee who does
20 not successfully complete the trial service period in a position to which they had been promoted or
21 transferred may be restored to their former position. Such restoration is not mandatory and is at the
22 discretion of the former appointing authority, but the County will make every effort to place the
23 employee, provided the position is open and available. Additionally, if there is another vacancy in
24 the employee’s prior job classification, DCHS job description (practice area), and division from
25 where the employee came, then the County may, at its sole discretion, place the employee into that
26

1 open position.

2 **Section 5.2. Performance Evaluation.**

3 A. Career service employees shall be evaluated at least once during their probation
4 period and once a year thereafter. Such evaluations may be used to determine
5 acceptable performance levels, prepare work schedules, discuss employee
6 development plans and to measure the performance of each career service
7 employee or group of employees. During the probationary process and within the
8 probation period, the County shall provide clear and concise information and
9 direction at regular intervals to all employees regardless of their employment
10 status.

11 B. Term limited temporary employees will receive performance evaluations at least
12 annually. If the County substantively changes performance evaluations, the union
13 shall receive notice and an opportunity to bargain to the extent required by labor
14 law.

15 C. **Appeals to Performance Evaluations.** Performance evaluation appeals process
16 shall be handled in accordance with Section 15.3. of the King County Personnel
17 Guidelines, as currently written. Employees may include a rebuttal statement to a
18 performance evaluation or appeal decision.

19 D. **Management’s Rights Relating to Performance Evaluation.** Notwithstanding
20 the provisions in paragraphs A, B and C of this section, the Union recognizes the
21 County’s and the Department’s right to establish and/or revise the Department’s
22 performance evaluation system. In establishing new and/or revising the
23 performance evaluation system, the Department shall, prior to implementation,
24 discuss said changes in a Labor/Management meeting.

25 **ARTICLE 6: STRIKES AND LOCKOUTS PROHIBITED**

1 The County, Department, and Union agree that the public interest requires the efficient and
2 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
3 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall
4 not cause any work stoppage, strike, slowdown, or other interference with County and/or Department
5 functions by employees under this Agreement, and should same occur, the Union agrees to take
6 appropriate steps to end such interference. Employees shall not cause or engage in any work
7 stoppage, strike, slowdown, or other interference with County and/or Department functions for the
8 term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing
9 actions shall be subject to such disciplinary actions as may be determined by the County and/or
10 Department, including but not limited to, the recovery of any financial losses suffered by the County
11 and/or Department. The County shall not institute any lockout of its employees.

12 **ARTICLE 7: WAGE STEPS**

13 **Section 7.1. Step Progression.** Regular Career Service employees who start at step 1 shall
14 advance from step 1 to step 2 upon successful completion of their probationary period. Thereafter,
15 regular Career Service employees shall receive a one-step increase annually effective January 1 until
16 they reach the top step of the range. Regular career service employees hired above step 1 do not
17 receive a step increase after completion of probation, but will be eligible to progress to the next step
18 annually on January 1. A new employee who has not successfully completed probation by
19 September 30 will not be entitled to an annual step increase on January 1.

20 TLT employees are eligible for step increases pursuant to the Contingent Worker Manual, not
21 this Agreement. If an employee is in a TLT assignment where the position has been extended, the
22 initial date of hire into that position will be used for determining the employee's anniversary date for
23 step increases.

24 Short-Term Temporary Employees are not eligible for step increases.

1 **Section 7.2. Step Progression - Exception.** All employees shall progress automatically up
2 the steps of the King County Square Table pursuant to Article 29.4 of the CLA. At the time of
3 ratification of the first collective bargaining agreement for this bargaining unit, the bargaining unit
4 was eligible for Merit Over the Top (MOT) pursuant to KCC 3.15.020 and the applicable County-
5 wide procedures under the Performance Appraisal and Merit Pay Systems Manual, as amended;
6 however, new employees are not eligible for MOT. The employees who were members of this
7 bargaining unit on the effective date of implementation of this Agreement shall continue to be
8 eligible to earn MOT pay per KCC 3.15 020 and the applicable County-wide procedures under the
9 Executive Branch Performance Appraisal and Merit Pay System Guidelines based on outstanding
10 performance while in their current job classification until the employee vacates the bargaining unit
11 for any reason. If the employee is selected for a Special Duty position, this shall not be considered
12 vacating their bargaining unit for purposes of this exception. [See Coalition Labor Agreement
13 15.4(B) for applicable rules concerning pay calculation in this circumstance].

14 **Section 7.3. Pay Upon Promotion.** Employee pay shall be increased consistent with King
15 County Code 3.15.130, as amended.

16 **Section 7.4. Pay Upon Demotion.** Employee pay will be reduced to the same step in the
17 lower pay range of the classification in which the employee demotes.

18 **Section 7.5. Working Out of Class and Special Duty Assignment.** Full-time or part-time
19 employees who are asked by the County to perform duties of a higher classification shall be entitled
20 to out of class pay for short-term periods and special duty pay for long-term periods, pursuant to the
21 CLA.

22 **ARTICLE 8: ANNUAL VACATION**

23 Vacation leave benefits shall be provided pursuant to the CLA Article 35, except as modified
24 below.

25 **Section 8.1. Cancellation of Vacation.** In the event that the Department cancels an
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1 employee’s already scheduled and approved vacation, leaving no time to reschedule such vacation
2 before the employee’s maximum balance will be reached, the employee’s vacation balance will be
3 permitted to exceed the allowable maximum pursuant to King County’s Vacation Carryover or
4 Forfeiture policy, as amended.

5 **Section 8.2. Vacation Scheduling.** The County shall approve vacation time for employees
6 on such schedules as will least interfere with the functions of the Department but which
7 accommodate the desires of the employee to the greatest degree feasible.

8 **ARTICLE 9: HOLIDAYS**

9 Holiday leave benefits shall be provided pursuant to the CLA Article 10, except as provided
10 below.

11 **Section 9.1. Proration of Paid Holiday for Part-time Employees.** A regular part-time
12 employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon
13 their FTE status.

14 **ARTICLE 10: EXECUTIVE LEAVE**

15 Benefit eligible salaried employees may be granted up to 10 days of Executive Leave per
16 calendar year in accordance with Executive Policy 2021-0010, as amended. There will be no cash-
17 out or carryover of unused Executive Leave to the following calendar year. The County shall apply
18 principles of equity when making discretionary awards of Executive Leave under the Policy.

19 **ARTICLE 11: UNION REPRESENTATIVES**

20 **Section 11.1. Visitation.** Representatives of the Union may visit the work location of
21 employees covered by this Agreement at any reasonable time for the purpose of conducting union
22 business. Department work hours shall not be used by employees or Union representatives for the
23 conduct of Union business or the promotion of Union affairs.

24 **Section 11.2. Union Stewards.** On a regular basis, the Union will notify DCHS Human
25 Resources of the names of employees that it has designated as shop stewards. The union shall also
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1 notify of DCHS Human Resources of any changes to this list. Authorized representatives of the
2 Union may have reasonable access to its members in County facilities for transmittal of information
3 or representation purposes, as long as notice is provided by the union, and approval is provided to the
4 appropriate County supervisor(s). The work of the county employees, facilities, and services to the
5 public should be unimpaired when access is permitted during work hours. Stewards, with notice to
6 their supervisor, will be allowed reasonable time to perform their representational duties (e.g.,
7 investigating grievances, attending Weingarten meetings) during regular hours without suffering a
8 loss in pay. The County shall grant release time to perform these representational activities so long
9 as they do not substantially interfere with the steward’s work responsibilities or deadlines. If the
10 County believes that the steward is spending an unreasonable time on representational duties, the
11 County will contact the Union representative to ensure that the steward’s work is not impacted by
12 their service as a steward.

13 **Section 11.3. Meeting Rooms.** Where allowable and after prior arrangements have been
14 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose
15 of conducting Union business, where such activities would not interfere with the normal work of the
16 Department.

17 **Section 11.4. Release Time for Grievances and Appeals.** Employees who have filed a
18 grievance or appeal will be paid release time during their regularly scheduled hours to attend such
19 meetings with management and reasonable consultation with their Union representative.

20 **ARTICLE 12: HOURS OF WORK AND OVERTIME**

21 **Section 12.1. Work Week.**

- 22 **A.** Eight (8) hours shall constitute a normal workday and five (5) consecutive days a
23 normal workweek.
- 24 **B.** King County acknowledges that certain employees currently have a 35-hour
25 workweek. Continuation of the 35-hour workweek is not guaranteed by this
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1 Agreement. Should the County discontinue 35-hour workweeks, it shall negotiate
2 the impacts of the change, to the extent required by law.

3 **Section 12.2. Overtime.**

4 A. All overtime must be approved in advance by an employee’s supervisor. Hourly
5 employees shall be eligible for overtime after 40 hours worked in a workweek, consistent with the
6 Fair Labor Standards Act requirements. All calculations of overtime pay will be based on the
7 methodologies prescribed by the Fair Labor Standards Act.

8 B. Employees may make necessary adjustments, when approved by their
9 supervisor, in their normal work hours required to fulfill their job responsibilities within a forty
10 (40)-hour week without overtime compensation.

11 **Section 12.3. Overtime Work Assignment.** When necessary, management can require an
12 employee to perform work outside of their regularly scheduled work shift unless health problems
13 prohibit the employee from performing such work.

14 **Section 12.4. Meal Reimbursement.** Employees shall be eligible for meal reimbursements
15 pursuant to King County Code 3.24.080.

16 **ARTICLE 13: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**
17 **PRIORITY**

18 **Section 13.1. Definitions.** The following definitions shall apply for the purposes of
19 administering this Article.

20 A. **Reduction in Force** is any change to a career service employee’s FTE which may
21 include an increase, decrease or elimination of the FTE.

22 B. **Layoff** is the termination of career service employment due to a reduction in force
23 action.

24 C. **Classification seniority** is defined as the total length of service in a classification
25 covered by this Agreement (i.e., time spent as a PPM-2 in DCHS), including sick leave, holiday and
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1 vacation leave in a classification without a break in service. Only career service employees are
2 eligible to earn classification seniority, however, any STT or TLT employee who is hired into a
3 career service position in the same classification shall have all service time applied toward their
4 classification seniority. Employees who transfer, promote or demote into a different job classification
5 under this contract will accrue seniority hours in the new classification upon start of their placement
6 in the position. Previous seniority hours earned in other classifications worked under this contract
7 will be retained (e.g., an employee recalled to a previously held classification will be credited with
8 the seniority accrued while in that classification).

9 **D. Contract Seniority** is defined as accumulated seniority for all classifications listed
10 in Addendum A, in both temporary and career service positions, worked for the County without a
11 break in service.

12 **E. Break in Service** is a voluntary quit, retirement, layoff, medical separation or
13 termination for just cause. Employees who terminate due to layoff or medical separation will have
14 accrued seniority reinstated upon rehire if the rehire occurs within two (2) years following their
15 termination. Authorized paid and unpaid leaves of absence are not considered breaks in service;
16 however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30)
17 consecutive days.

18 **F. Divisions of Department of Community and Human Services.** For purposes of
19 this article only the Divisions within the Department of Community and Human Services include
20 Adult Services; Children, Youth & Young Adult Services; Developmental Disabilities & Early
21 Childhood Supports; Housing, Homelessness & Community Development; Performance
22 Measurement and Evaluation of the Director’s Office; and the Communications Unit of the Directors
23 Office. An employee who is not within one of the divisions above shall be in a layoff group of one.

24 **G. “Qualified”** shall be determined solely by management and may involve requiring
25 an employee to demonstrate their skills, background, and ability through a resume and/or interview.
26

1 At the request of the employee or the Union, the County will meet to discuss why it has determined
2 the employee is not qualified for a given position. Any employee requesting such a meeting shall
3 have the right to a union representative present.

4 **Section 13.2. Alternatives to layoff.** After a reduction in force is initiated, the parties may
5 explore alternatives to layoff, as described in the subparts below.

6 **A. Transfers within the Department of Community and Human Services.**

7 The Department of Community and Human Services Director or their designee may transfer a
8 DCHS employee from one position to another vacant position in the same classification within
9 the Department.

10 **B. Voluntary Demotion.** A regularly appointed employee may volunteer for

11 demotion to a lower classification upon their written request, availability of an open position, and the
12 concurrence of DCHS. The employee so reduced shall be entitled to credit for previous regular
13 service in the higher/previous classification. Upon showing that the reason for such voluntary
14 demotion no longer exists, concurred with by the County, the County may restore the employee to
15 their former status. Nothing in this provision limits the County’s ability to demote an employee
16 involuntarily through the disciplinary process.

17 **C. Volunteer RIF.** When a reduction in force is to be initiated, employees may

18 request to be voluntarily laid off if the employee is in the same work unit and classification as the
19 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
20 will be placed directly in priority placement per Section 13.5.

21 **D. Rescission of layoff.** If circumstances change and the Department determines a RIF

22 is not necessary, the Department will notify the individual(s) in writing of the RIF rescission. The
23 union will be provided a copy of the rescission notice.

24 **E. Elimination of temporary employees.** Prior to laying off Career Service

25 Employees, the County will consider ending TLT and STT assignments in the work unit where the
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1 layoff might occur.

2 **Section 13.3. Reduction in Force Process.**

3 The following process shall govern for the purposes of administering this Section.

4 **A. Initiating Reduction in Force** – The Reduction in Force process may be initiated
5 when the department determines 1) that funding for a position or program has changed which impacts
6 one or more positions; or 2) a reorganization or restructure process; or 3) the County eliminates or
7 reduces a program.

8 **B. Notice** – When the Department determines a reduction in force will occur, the
9 Department will provide reasonable notification to the union of forthcoming layoffs. The union may
10 request to meet with the Department prior to the implementation of the reduction in force for the
11 purpose of discussing possible RIF mitigation strategies. Notice to the individual(s) impacted by the
12 reduction in force will occur no less than 45 days prior to the effective date of the reduction in force,
13 provided that the Department itself has no less than a 45 day notice of the budget or reorganization
14 change. The Department will provide the impacted employee with written notification of the
15 Department’s intent to change or eliminate the employee’s FTE. This notice will include the effective
16 date of the change, a description of the employee’s reduction in force and layoff/priority placement
17 rights as provided under the contract and King County policies and procedures; and a list of current
18 posted vacancies with active recruitments within DCHS available within the employee’s current
19 classification which includes the vacant position’s allocated FTE level and work location. The
20 Department will provide the union a copy of the notice given to the impacted employee.

21 **C. Vacancy/Bumping Process.**

22 For purposes of bumping, employees may bump a less senior employee in positions in the
23 same or lower classification if they maintain the qualifications, licensure, skills, and/or abilities
24 required of the work assigned to that position/unit. The County, the Union, and the employee may
25 discuss whether the bumping employee has the appropriate qualifications to perform the work of the
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1 position, or could develop the appropriate qualifications within a reasonable amount of time. This
2 process below shall be used a single time for an employee who receives a layoff notice and shall not
3 apply to the employees who are bumped. An employee who is bumped shall be laid off and will not
4 have access to the provisions below. Employees who are bumped shall have access to the County's
5 Priority Hire program.

6 **1. Vacancy within classification and division.** The employee will be placed
7 in a vacancy in the same classification and division, provided that the employee is qualified. If two
8 or more RIF qualified impacted employees are interested in the same vacancy, placement will be
9 based on classification seniority.

10 **2. Bumping within same classification and division.** If there are no
11 vacancies under step one, the employee will bump, based on classification seniority, the least senior
12 employee in the classification and division, provided the employee is qualified.

13 **3. Vacancy in same classification in another division.** If there are no less
14 senior employees in same classification and division, then the employee will be placed in a vacancy
15 in the same classification in another division, provided the employee is qualified. To be placed into
16 such a position, the employee must have previously passed probation in the classification and has
17 worked in the same or similar field as the position they are taking. If two or more RIF qualified
18 impacted employees are interested in the same vacancy, placement will be based on classification
19 seniority. The employee placed in a position in another division will serve a probation period.

20 **4. Vacancy in lower classification in the same division.** If there are no
21 vacancies in the same classification in any division, then the qualified employee will be placed in a
22 vacant position in a lower classification within the same division, provided the employee is qualified.
23 To be placed into such a position, the employee must have previously passed probation in the lower
24 classification and has worked in the same or similar field as the position they are taking. If two or
25 more RIF qualified impacted employees are interested in the same vacancy, placement will be based
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1 on contract seniority. The employee placed in a position in another division will serve a probation
2 period.

3 **5. Bumping to a lower classification in the same division.** If there are no
4 vacancies in a lower classification (for which the employee has passed probation) in the same
5 division, then the qualified employee will bump, based on classification seniority, the least senior
6 employee in a lower classification within the same division, provided the bumping employee is
7 qualified and has previously passed probation in the lower classification. The employee shall serve a
8 probation period.

9 **6. Vacancy in a lower classification in a different division.** If there are no
10 bumping opportunities as described in Step 5, the qualified employee will be placed in a vacant
11 position in a lower classification in another division, provided the employee is qualified and has
12 previously passed probation in that lower classification in the same or similar field as the position
13 they are taking, and the employee will serve a probation period. If two or more RIF qualified
14 impacted employees are interested in the same vacancy, placement will be based on contract
15 seniority.

16 **7. Rate of pay.** An employee who exercises rights under this provision to
17 assume a vacant position or to bump into a lower classification shall be placed on a step on the square
18 table at a pay rate that is equal to their current base rate of pay, provided that no employee shall earn
19 more than the maximum of the pay range associated with the position.

20 **8. Layoff.** Any employee displaced under any of the foregoing articles under
21 13.3.C above or if they are laid off pursuant to the terms of this article will be placed in priority
22 placement per Section 13.5.

23 **Section 13.4. Increase or Reduction of FTE.** Where the FTE level for a position is to be
24 increased or decreased, the Initiation and Notice processes will be the same as stated in Section
25 13.3.(A) and (B). Employees in such positions will be given first right of refusal to the changed FTE
26

1 level for their position. If they elect not to remain in their position at the new FTE level, then the
2 process set forth in Section 13.3.(C) will apply, but only for positions with the same FTE level as that
3 from which the employee was laid off, provided the employee is qualified to perform the work
4 assigned to the position.

5 **Section 13.5. Priority Placement:** The County will provide access to priority placement
6 services through the County’s Priority Placement Program for employees who have been notified of
7 their impending layoff.

8 **ARTICLE 14: GENERAL CONDITIONS**

9 **Section 14.1. Protective Clothing.** The Employer will provide necessary required personal
10 protective equipment (PPE) for employees assigned to field positions. The Employer also agrees to
11 bear the cost of regular maintenance and replacement of this PPE as required.

12 **Section 14.2 Child Care Subsidy.** Employees covered by this Agreement may receive
13 benefits from the County’s child care program if they meet the eligibility requirements. Employees
14 will only be eligible for the child care subsidy program to the extent that the County maintains a
15 County-wide program. Benefits, if any, shall be pursuant to any amendments to the program.

16 **ARTICLE 15: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

17 **Section 15.1. Labor-Management Training.** The parties agree to arrange a meeting
18 between representatives of management and the Union to discuss the implementation of this first
19 collective bargaining agreement and unit for the Project/Program Managers.

20 **Section 15.2. Labor-Management Meetings.** The Department and the Union agree to
21 establish and charter a Labor-Management Committee (LMC) in a timely fashion. The purpose of
22 LMC is to deal with matters of general concern to the Union and the Department. It is understood
23 that LMC meetings are consultative in nature and are not the venue for bargaining, resolving
24 individual issues, or for discussing grievances.

25 **Section 15.3. Training.** The County and the Union agree that training and employee career
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1 development can be beneficial to both the County and the affected employees. Training, career
2 development, and educational needs may be identified by both the County and by the employee. The
3 County and the Union recognizes the mutual benefit to be attained by affording training opportunities
4 to employees and shall provide information and equitable and transparent access to training
5 opportunities for its employees based on business and operational needs and, within budgeted
6 appropriations. The parties agree to prioritize the topic of training in their labor-management
7 committee meetings, with the goal of developing guidelines for employees to access training and
8 career development.

9 **ARTICLE 16: ENTIRE AGREEMENT**

10 **Section 16.1.** The Agreement, inclusive of the CLA, expressed herein in writing constitutes
11 the entire Agreement between the parties, and no oral statement or past practice that existed prior to
12 the implementation of this agreement shall add to or supersede any of its provisions.

13 **Section 16.2.** If this agreement establishes a condition of employment, benefit or procedure
14 which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King
15 County Code, this agreement shall take precedence with respect to the employees covered by the
16 agreement so long as the condition of employment, benefit or procedure created by this agreement is
17 lawful.

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21 **For Professional and Technical Employees,
22 Local 17:**

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24 DocuSigned by:

19ED6E4930D646C...

25 _____
26 Regan McBride, Union Representative

1 **For Professional and Technical Employees,**
2 **Local 17:**

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4 DocuSigned by:

Karen Estevenin

5 EC7C1500EF1C4E6

Karen Estevenin, Executive Director

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8 **For King County Office of Labor Relations:**

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10 DocuSigned by:

David S. Levin

11 7EE9183D721E453

David S. Levin, Senior Labor Negotiator

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1 Cba Code: 448

Union Code: C23

2 **ADDENDUM A**
3 **PROTEC17 - Professional and Technical Employees, Local 17**
4 **Department of Community & Human Services**

5 Job Class Code	6 PeopleSoft Job Code	7 Classification Title	8 Range*
9 2131100	214114	Business and Finance Officer I	53
10 2131200	214219	Business and Finance Officer II	58
11 2131300	214318	Business and Finance Officer III	62
12 2131400	214417	Business and Finance Officer IV	67
13 2501100	252112	Communications Specialist I	51
14 2501200	252217	Communications Specialist II	54
15 2501300	252317	Communications Specialist III	58
16 2501400	252411	Communications Specialist IV	64
17 2251100	226208	Educator Consultant I	54
18 2251200	226311	Educator Consultant II	58
19 2251300	226409	Educator Consultant III	62
20 7112100	711108	Engineer I	54
21 7112200	711209	Engineer II	59
22 7112300	711311	Engineer III	64
23 7112400	711408	Engineer IV	69
24 2441100	243117	Project/Program Manager I	53
25 2441200	243226	Project/Program Manager II	58
26 2441300	243327	Project/Program Manager III	63
27 2441400	243417	Project/Program Manager IV	68
28 2702100	271702	Statistician	60
* All salary ranges above are the King County Salary Schedule, "squared table."			

ADDENDUM B

Letter Of Understanding

Between

Department of Community and Human Services – PPM Unit

and

PROTEC17

RE: Work at Locations other than Normal Place of work

Work location changes for employees of the Department of Community and Human Services, PPM Bargaining unit can cause disruption and hardships on the impacted employee with a sudden need to adjust their work/life daily schedule. The Department Director or designee shall make every effort to notify the employee of any work location changes with as much advance notice as possible and work with the employee to the extent possible to mitigate any disruption or hardships this work location change may present.

ADDENDUM C

Memorandum Of Understanding

Between

Department of Community and Human Services – PPM Unit

and

PROTEC17

Subject: First contract ratification incentives

Background:

1. This collective bargaining unit was certified by the Public Employment Relations Commission on May 5, 2020. Sometime thereafter, the parties commenced the collective bargaining process to establish a first contract. Early in that process, the parties agreed that this bargaining unit would be covered by the Coalition Labor Agreement.
2. In the fall of 2021, the Coalition of Unions and the County tentatively agreed to general wage increase and bonus payments. The terms are spelled out in tentatively agreed Article 29 of the Coalition Labor Agreement (CLA). On December 22, 2021, King County enacted Ordinance 19380, providing general wage increases and bonus payments to non-represented employees that are generally equivalent to those in the CLA tentative agreement.
3. The parties reached a comprehensive tentative agreement on a first contract on March 9, 2022.
4. Current wage rates for the bargaining unit have remained unadjusted and are at 2020 levels.
5. While the various triggering events, timing, retroactivity, and characterizations of the terms are somewhat different between CLA Article 29 and Ordinance 19380, they are financially equivalent. Both agreements cover general wage increases for 2021, 2022, 2023, and 2024, provide for payments approximating retroactive pay, and have one-time lump sum payments based on a sliding scale.
6. The intention of this agreement is to “make this bargaining unit whole,” meaning that employees will receive the same levels of general wage increases and bonuses as represented and non-represented employees. No employees will come out ahead and no employees will fall behind in terms of the amounts of pay that they receive.

Agreement:

1. In consideration for employees’ ratification of the parties’ first collective bargaining agreement in the month of May 2022, and their adoption of the Coalition Labor Agreement, employees shall receive:

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- A. A lump sum payment that is equivalent to a January 1, 2022, general wage adjustment in the amount of 4.54%, payable on all hours earned in 2022 up to the implementation date of the parties' first collective bargaining agreement, consistent with King County Ordinance 19380, and prospectively thereafter.
- B. The one-time April 30, 2022, retention bonus, consistent with King County Ordinance 19380.
- 2. Employees shall be eligible for the union ratification sliding scale bonus in Article 29.2 of the CLA.
- 3. Commencing January 1, 2023, general wage increases shall be granted consistent with CLA Article 29.
- 4. The parties acknowledge that they have entered into this agreement based on the unique timing and circumstances involving this newly-formed bargaining unit, which has been handled under a hybrid of represented and non-represented rules for their wages and bonuses in 2021 and 2022. This Agreement does not establish precedent in any way.

Certificate Of Completion

Envelope Id: 0D03A7E34EE04492B31A5C4E330AE899	Status: Completed
Subject: Please DocuSign: CORRECTED Coalition Labor Agreement (CLA) – Appendix for 448 - 448CLAC0122.pdf	
Source Envelope:	
Document Pages: 23	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23


Record Tracking

Status: Original	Holder: Carolyn Coleman	Location: DocuSign
7/11/2022 4:59:39 PM	carolyn.coleman@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
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	Office-Office of Labor Relations	

Signer Events

Karen Estevenin
karen@protec17.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 96.46.20.181
Signed using mobile

Timestamp

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Electronic Record and Signature Disclosure:
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Regan McBride
regan@protec17.org
Security Level: Email, Account Authentication (None)

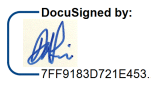
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Signed: 7/20/2022 9:33:18 AM

Electronic Record and Signature Disclosure:
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ID: 0b8f814a-1ae5-4555-98a1-611e1f517c58

David Levin
David.Levin@kingcounty.gov
Labor Relations Negotiator
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 198.49.222.20

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/25/2022 12:46:38 PM
Signing Complete	Security Checked	7/25/2022 12:46:45 PM
Completed	Security Checked	7/25/2022 12:46:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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: bmconnaughey@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 bmconnaughey@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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To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify King County Sub Account - Office of Labor Relations as 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.