

Coalition Labor Agreement (CLA) - Appendix for 065
Agreement Between King County
And
PROTEC17
Representing Supervisors in the Departments of Executive Services (Facilities Management
Division, Fleet, Airport, Office of Emergency Management), Natural Resources & Parks
(Parks, Solid Waste), and Local Services (Roads)

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AGREEMENT BETWEEN**KING COUNTY****AND****PROTEC17****REPRESENTING SUPERVISORS IN THE DEPARTMENTS OF EXECUTIVE SERVICES,
NATURAL RESOURCES AND PARKS, AND LOCAL SERVICES**

These Articles, along with the Coalition Labor Agreement (CLA), constitute an Agreement between King County (the County) and the PROTEC17, (the Union). This Appendix shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council).

ARTICLE 1: LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS

1.1 Labor Management Committee (LMC) - The County and the Union agree to establish a joint committee consisting of up to four representatives for each party. Each party has the authority to unilaterally select and determine the number of representatives not to exceed four. The purpose of the committee is to discuss matters of concern of either party. Meetings will be held as needed and may be called by either party. Meetings will be conducted during County business hours. The party requesting the LMC will be responsible for coordinating the meeting. When possible, agenda items for the meeting will be presented to the parties prior to the meeting date. Ground rules will be developed by the first LMC. All parties understand that the LMC is not a substitute for bargaining or for handling grievances that have been filed and has no authority to amend the contract.

1.2 Definitions – All words under this Appendix shall have their ordinary and usual meaning except those words that have been defined under KCC 3.12, as amended, or which are specifically defined in this Appendix.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

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

*PROTEC17 - Supervisors - Departments: Executive Services (Facilities Management Division, Fleet, Airport, Office of Emergency Management), Natural Resources and Parks (Parks, Solid Waste), Local Services (Roads)
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Section 2.1 - The preamble in its entirety.

Section 2.2 - All superseding and non-superseding provisions, unless otherwise noted in Section 2.3 below or in the CLA.

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

- CLA Article 43 – After Hours Support

Section 2.4 - The following topics are covered by the CLA in their entirety, and in some cases, they are also covered in this Appendix:

- Bereavement Leave pursuant to CLA Article 8
- Bulletin Boards pursuant to CLA Article 23
- Conflict Resolution pursuant to CLA Article 26
- Donation of Leaves pursuant to CLA Article 6
- Duration pursuant to CLA Article 41
- Holidays pursuant to CLA Article 10 and Appendix Article 5
- Jury Duty pursuant to CLA Article 5
- Medical, Dental, and Life Insurance pursuant to CLA Article 25
- Military Leave pursuant to CLA Article 2
- Paid Leaves pursuant to CLA Articles 6, 35 and 36
- Personal Vehicle pursuant to CLA Article 24
- Savings Clause pursuant to CLA Article 30
- Service Volunteers pursuant to CLA Article 4
- Sick Leave pursuant to CLA Article 31 and Appendix Article 7
- Subcontracting pursuant to CLA Article 16
- Training pursuant to CLA Article 44 and Appendix Article 13
- Union Membership pursuant to CLA Article 37 and Appendix Article 3
- Vacation pursuant to CLA Articles 9 and 32 and Appendix Article 6
- Waiver and Complete Agreement pursuant to CLA Article 46
- Wages pursuant to CLA Article 29 and Appendix Article 8
- Work out of Classification pursuant to CLA Article 33

1 **ARTICLE 3: UNION RECOGNITION**

2 **3.1 Recognition** – The County recognizes the Union as the exclusive bargaining
3 representative of all employees in the Roads Services, Fleet, Airport, Solid Waste, Parks, and
4 Facilities Management divisions, and the Office of Emergency Management whose job
5 classifications are listed in the attached Addendum “A.”

6
7 **ARTICLE 4: RIGHTS OF MANAGEMENT**

8 The management of the Department/Division and the direction of the work force is vested
9 exclusively with the County. Except as may be limited by the express written terms of this
10 Appendix, all matters, including but not limited to, the right to hire, appoint, promote, demote,
11 discipline and discharge regular employees for cause, discipline and discharge temporary employees;
12 improve efficiency; train, assign and direct the work force; develop work rules, policies and
13 procedures; evaluate employees; develop and modify classification specifications, allocate positions
14 to those classifications; determine work schedules; assign overtime; determine location of facilities
15 and assign employees to those locations; contract out work; and determine methods, processes and
16 means for providing services shall remain the exclusive right of the County for the duration of this
17 Appendix.

18
19 **ARTICLE 5: HOLIDAY ADMINISTRATION**

20 **5.1 Calculation of Holiday Pay – Hourly.** Holiday pay shall be based on the number of
21 hours in the employee’s regular work week, up to a maximum of eight hours for full-time employees
22 with a 40-hour week.

23 **1) Alternate/Flextime Work Schedules-** Hourly employees on alternative work
24 schedules (i.e., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules to a
25 5/8 work schedule during a holiday week. This requirement will, depending on business needs, be
26 determined at the time that the alternative work schedule is established for the calendar year. If the
27 employee is not required to adjust their schedule to work a five-day workweek during a holiday
28 week, the employee will be eligible for an alternative holiday to be taken within the same pay period

the holiday occurs. Hourly employees on alternative work schedules who take holiday time off in excess of eight hours, for a 40-hour workweek, and who do not adjust their work schedules to work a five day workweek shall be paid in accordance with CLA 10.3.

A. Calculation of Holiday Pay – Salaried Employees. Salaried employees are paid holiday pay for their standard workweek, including employees working an alternative schedule.

B. Prorated Holiday Leave. Part-time employees shall receive holiday pay prorated to reflect their normally scheduled workweek.

ARTICLE 6: VACATION SCHEDULING

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

ARTICLE 7: SICK LEAVE ADMINISTRATION

7.1 Administration of Sick Leave - The manager/designee is responsible for the proper administration of sick leave.

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

ARTICLE 8: PROBATION AND PAY PROVISIONS

8.1 Probation - New employees shall be on probation for their first six months of service. At the Department/Division discretion, employees may have their probation period extended for up to six additional months. An employee will not have to serve a probation if the employee moves into a position that is substantially similar to the employee's current position, or the employee has previously served a probation in the same kind of position. For example, an employee who previously completed probation as a drainage supervisor would not have to serve a second probation

as a drainage supervisor.

8.2 Step Increases – At the successful conclusion of the probation period employees who were hired at Step 1 shall be placed at Step 2 of the salary schedule and employees who were hired at Step 2 or higher may be advanced to the next step, at the discretion of the County. Employees in the Parks Division shall receive automatic step increases for each year of service completed thereafter until the employee has reached step 10 (e.g., an employee shall move to Step 4 one year after moving to Step 3). Employees will be eligible for Merit Over the Top pay only as provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and Merit Pay System.

Term Limited Temporary (TLT) employees are eligible for step increases pursuant to the Contingent Worker Manual, not this Appendix. Short-Term Temporary (STT) Employees are not eligible for step increases.

8.3 Contractual Overtime - For the purposes of this Appendix, hourly employees are eligible for overtime. Overtime shall be defined as all hours worked in excess of 40 hours actually worked in the workweek (sick leave, vacation, holidays and other paid and unpaid leave are not hours worked). When an hourly bargaining unit employee works overtime, compensation for such shall be paid at the contractual overtime rate. The contractual overtime rate shall be one and one half times the combined amount of the employee's hourly base rate of pay plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

To the extent practicable, no overtime shall be worked unless the employee has received prior approval from their supervisor to work the necessary overtime hours.

8.4 After Hours Support - After hours support is off duty time during which an hourly employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner.

8.5 Standby - Standby is off duty time during which an hourly employee is required to restrict their activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent per hour for all hours spent on standby. If

called to work the employee shall cease being paid standby and be paid call-out in accordance with Section 8.6 or Section 8.7, whichever is applicable.

8.6 Physical Call-Out - A minimum of two hours at the contractual overtime rate shall be allowed for each call-out where the hourly employee is called and returns to a designated work site after completing their regular shift and leaving the work site. Where such overtime exceeds two hours, the actual hour worked shall be allowed at the contractual overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment. Saturday, Sunday and holidays are not subject to call-out pay when the employee is scheduled for overtime work.

8.7 Technological Call-Out (TCO) - A TCO is where an hourly employee is called to return to duty and performs those duties via telephone, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds nine minutes, then a minimum of 30 minutes pay at the overtime rate shall be given. If the time exceeds 30 minutes (or aggregate time of multiple TCOs exceeds 30 minutes), then a minimum of one hour of pay at the contractual overtime rate shall be given. Any TCO or aggregate TCOs exceeding one hour shall be compensated for at the contractual overtime rate for all actual time worked.

ARTICLE 9: HOURS OF WORK & MEAL REIMBURSEMENT

9.1 Schedules - The establishment of work schedules, including alternative work schedules, is vested solely within the purview of the Department/Division and may be changed from time to time. The Department/Division will provide employees written notice of such change to an employee's regular work schedule at least 14 days prior to the change taking effect, except when the change in schedule is compelled by business necessity or emergency.

9.2 FLSA Exempt Employees – FLSA exempt employees are not eligible for overtime payments and shall be covered under the King County Executive Leave policy and modifications thereto and are expected to work the hours necessary to satisfactorily perform their jobs.

A. Executive Leave - FLSA-exempt employees will receive Executive Leave in accordance with County policy, as amended. The total amount of Executive Leave awarded during

the calendar year cannot exceed 80 hours and must be used during the year it is awarded and does not carry over into the next year. Executive Leave is not eligible for cash out.

B. FLSA-exempt employees will receive as least five days (40 hours) of Executive Leave provided the employee is in an eligible FLSA- exempt position on January 1. At the discretion of the Department Director or designee, up to five days (40 hours) additional hours can be awarded during the calendar year.

9.3 Meal Per Diem - In the event of a bona fide emergency which is declared by the King County Executive, an employee will receive the daily meal per diem for any day in which that employee is required, because of the emergency, to remain at work in excess of 12 consecutive hours or is required to work in excess of eight hours on a day the employee was not scheduled to work. Expense receipts are not required for reimbursement as the per diem is provided as a fixed allowance.

9.4 Alternative Workweek -

An alternate and/or flex workweek may be implemented during the term of this Appendix upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek shall be subject to written agreement between the manager/designee and the employee prior to implementation. The conditions must include, but are not limited to, the date the alternate and/or flex workweek begins and when and under what circumstances the agreement will terminate or be renewed. Holidays and overtime will be compensated in accordance with the terms of this Appendix. For purposes of this Appendix, “flex” is defined as having different workday start/quit times, and “alternate” is defined as the number of hours and/or days scheduled for work during a workweek.

ARTICLE 10: VEHICLES

10.1 County Vehicle - At the Department/Division’s discretion, an employee may be assigned the use of a County vehicle when the employee is assigned to respond to emergency situations which require immediate response to protect life or property. The assignment must be in writing and approved by the division director/designee. The Department of Local Services will give Roads Services Division employees at least 30 days’ notice prior to taking away an assigned vehicle, except when compelled by business necessity. Rules of County vehicle use and assignment shall be

1 pursuant to the County's Take Home Vehicle Policy, as amended.

2 **10.2 Home Parking** - In compliance with the Take Home Vehicle Policy, an employee
3 assigned a vehicle may be permitted to park such vehicle at their residence overnight provided the
4 vehicle will not be parked overnight at a residence outside the County unless authorized in writing by
5 the Division director/designee.

6
7 **ARTICLE 11: UNFAIR LABOR PRACTICE NOTICE**

8 The parties agree that thirty days prior to filing an Unfair Labor Practice complaint with the
9 Public Employment Relations Commission (PERC), the complaining party will notify the other party,
10 in writing, meet, and make a good faith attempt to resolve the issue unless the deadline for filing with
11 PERC would otherwise pass.

12
13 **ARTICLE 12: REDUCTION IN FORCE**

14 **12.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds
15 or considerations of efficiency, layoffs of regular employees shall be by position. The positions to be
16 laid-off shall be at the sole discretion of management.

17 **12.2 Vacant Positions** - In lieu of laying off a regular employee, the Director of the
18 Department of Human Resources (DHR) may reassign such employee to a comparable, vacant
19 position, when the Director of DHR determines such reassignment to be in the best interest of the
20 County.

21 **A.** An employee subject to layoff can be placed in a vacant bargaining unit position in
22 the same classification, if qualified. If placed, the employee cannot bump.

23 **B.** An employee subject to layoff may be offered a vacant bargaining unit position in
24 a lower paid classification, if qualified. If the employee accepts the position, the employee cannot
25 bump.

26 **C.** The County will attempt to place an employee subject to layoff who is not placed
27 as provided above or who cannot bump as provided under Section 12.3 below into a vacant position
28 for which the employee qualifies in accordance with the County's Reduction in Force Planning and

1 Implementation Guide, or modifications thereto.

2 **12.3 Bumping -**

3 **A.** An employee subject to layoff who is not placed in a vacant position as provided
4 in Section 12.2 may bump the least senior employee in the same classification within their division, if
5 qualified; provided, the employee who elects to bump has more classification seniority than the
6 employee who is being bumped.

7 **B.** An employee subject to layoff who cannot bump as provided in Section 12.3.A
8 may bump the least senior employee in a lower paid classification in their division, if qualified;
9 provided, the employee who elects to bump has more bargaining unit seniority than the employee
10 who is being bumped.

11 **C.** An employee subject to layoff who cannot bump within the division as provided in
12 Sections 12.3.A or 12.3.B may bump a less senior employee in the bargaining unit position the
13 employee last regularly held; provided, the employee is qualified and has more bargaining unit
14 seniority than the employee who is being bumped.

15 **12.4 Recall**

16 **A.** An employee who is laid off, placed in a vacancy in accordance with Section 12.2
17 B or C, bumps in accordance with Section 12.3 B or C, or is recalled in accordance with Section 12.4
18 B, will be recalled to a vacant position in the employee's classification, if qualified.

19 **B.** An employee who is laid off will be recalled to a vacant position in a lower
20 classification, if qualified.

21 **C.** Recall will first be by classification seniority for filling a position in the
22 employee's classification, or bargaining unit seniority for filling a position in a lower classification.

23 **D. Notice of Recall -** An employee will have ten work days from the date the notice
24 of recall is sent by certified mail in which to notify the County of whether the employee will accept
25 the position. The County will consider the employee's failure to notify the County within ten days as
26 a refusal; however, if the County determines that there are warranting circumstances, it may accept a
27 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
28 the County informed of their current address.

1 E. Recall will last for two years from the date of layoff, placement or bumping as
2 defined under Section 12.4.A.

3 **12.5 Reinstatement** - An employee recalled within two years from the time of layoff will
4 have any forfeited sick leave accruals and vacation leave accrual rate restored and adjusted for the
5 period of layoff.

6 **12.6 Seniority -**

7 A. For regular employees hired before February 22, 2008, bargaining unit seniority is
8 defined as all continuous regular service in all classifications covered by this Appendix or would
9 have been covered by this Appendix. A classification would have been covered by this Appendix if
10 the employee's service in the classification started prior to the existence of this bargaining unit and
11 the title of the classification, listed under Addendum A, changed through a reclassification project,
12 but not the work. For regular positions hired after February 22, 2008, bargaining unit seniority is
13 defined as continuous service in all classifications covered by this Appendix.

14 B. For regular employees hired before February 22, 2008, classification seniority for
15 employees is defined as all continuous regular service in a classification covered by this Appendix or
16 would have been covered by this Appendix. A classification would have been covered by this
17 Appendix if the employee's service started prior to the existence of this bargaining unit, and the title
18 of the classification, listed under Addendum A, changed through a reclassification project, but not the
19 work. For regular positions hired after February 22, 2008, seniority is defined as continuous regular
20 service in a classification covered by this Appendix.

21 C. **Retention of Seniority** - A regular employee who leaves a position covered under
22 this Appendix and is rehired within the same division within two years does not accrue or forfeit
23 seniority during the period of absence. But an employee who is rehired in a different division forfeits
24 their classification and bargaining unit seniority accrued.

25 **12.7 Qualification** - Qualifications will be determined by the Department/Division.
26
27
28

ARTICLE 13: PROFESSIONAL REGISTRATION AND CERTIFICATION

13.1 Introduction - To encourage and support professional development and to provide for the employment of qualified personnel in appropriate classifications, the County will provide compensation for professional licenses and certifications in accordance with this Article. Such compensation shall only be paid to those employees who have a current, valid professional certification in a discipline directly applicable to their employment.

13.2 Certifications - All employees who hold or obtain a current, valid certification as listed in Section 13.2.A in a discipline directly applicable to their employment, shall be paid a premium of \$50 per month. In the event the employee's certificate becomes invalid, for whatever reason, the employee shall no longer be eligible for the additional compensation. Employees are required to validate their certification in compliance with Department/Division process.

A. Within the terms of this Appendix, certification is limited to certified incinerator and landfill operators, sign and marking technicians, signal technicians, bridge inspectors and heavy-duty mechanic as deemed appropriate by the Department/Division. In DES- OEM, a certified emergency manager will be paid a premium of \$100 per month.

13.3 Employees who are not eligible for the above compensation under Section 13.2 will be reimbursed for training, examination and fee costs that are required to obtain one of the above listed certifications which directly apply to their position. The Department/Division does not compensate for training, examination and fee costs related to the maintenance of certifications which are subject to a monthly certification premium.

ARTICLE 14: UNION REPRESENTATION, EMPLOYEE RIGHTS AND OFF DUTY ACTIVITY

14.1 Union Representation

A. Authorized representatives of the Union may, after notifying the Department/Division official in charge, visit the work location of employees covered by this Appendix at any reasonable time for the purpose of investigating grievances.

B. The Business Manager and/or representative shall have the right to appoint a

steward at any location where represented employees are employed under the terms of this Appendix. The Union shall furnish the Labor Negotiator, Division HR with the names of stewards so appointed annually and/or with changes.

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

14.2 Employee Rights and Off Duty Activity -

A. The off-duty activity of an employee shall not be subject to disciplinary action unless said activity is job related or occurs on County property.

B. If at any level the County determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of their rights of appeal and representation as provided for in the Conflict Resolution procedures under CLA Article 26.

ARTICLE 15: MISCELLANEOUS

15.1 Drug Free Workplace - The Union agrees to comply with all applicable federal, state and County regulations and ordinances with regard to the drug free workplace.

15.2 Notice of Change in Work Location – The Department/Division will give a two week notice if it intends to change an employee’s regular work location; provided, the new work location is in a different geographic area. The County buildings in the Seattle downtown area are considered to be the same geographic area.

15.3 OEM Duty Officer Expectations and Requirements – The OEM Duty officer will be accountable to the KC OEM Duty Officer Responsibilities (Duty Officer SOG Updated April 2021) as established by OEM.

ARTICLE 16: GENERAL PROVISIONS

16.1 The Department/Division and the Union and the employees covered by this Appendix are governed by applicable County code and ordinances, and said code and ordinances are paramount except where they conflict with a provision of this Appendix.

16.2 Work Stoppages and Employer Protection - The Departments/Divisions 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 Appendix, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the Union shall be deemed a work stoppage if any of the above activities have occurred. Any employee participation in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned.

For Professional and Technical Employees, Local 17:

DocuSigned by:

Karen Estevenin

F9FA04DE2B4B46C...

Karen Estevenin
Executive Director

DocuSigned by:

Alex II

1D104869565643A...

Alex II
Union Representative

For King County:

Signed by:

Matthew Wood

AECE2A82BC144D5...

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

cba Code: 065**ADDENDUM A****Union Code: C10****Wages****PROTEC17 (Supervisors)****WAGE ADDENDUM**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
3501300	352301	Aquatic Supervisor	55
5120400	513303	Emergency Management Program Senior Manager	69
5401100	540204	Environmental Program Managing Supervisor - DNRP	71
5321400	535501	Health and Environmental Investigator IV	68
2444100	243805	Maintenance Planner - Scheduler	58
1072600	107604	Operations Manager - Assistant	72
2632100	264201	Personal Property Supervisor	68
5220300	522702	Security Chief	68
5220200	522601	Security Supervisor	62
7360100	701101	Security Systems Specialist	64
9710100	971010	Service/Maintenance Supervisor	58
8700100	871104	Supervisor I	60
8700200	871203	Supervisor II	64
8700300	871302	Supervisor III	68
2442100	243602	Warranty Administrator	64

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

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