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**Coalition Labor Agreement (CLA) - Appendix for 066  
Agreement Between King County  
And  
PROTEC17**

**Representing Section Managers in the Departments of Natural Resources & Parks (Solid Waste  
and Water and Land Resources), Local Services (Permitting and Roads), and Executive  
Services (Airport and Fleet)**

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1           These Articles constitute an agreement between King County (“County”) and the PROTEC17  
2 (“Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King  
3 County Council (“Council”).

4  
5 **ARTICLE 1: DEFINITIONS**

6           All words under this Appendix shall have their ordinary and usual meaning except those  
7 words that have been defined under KCC 3.12, as amended, or which are specifically defined in this  
8 Appendix or the CLA.

9  
10 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

11 The CLA shall apply to the individual bargaining unit’s employees as follows:

12           **Section 2.1** The preamble in its entirety

13           **Section 2.2** All superseding and non- superseding provisions, unless otherwise noted in this  
14 Appendix, Section 2.3 or the CLA.

15           **Section 2.3** The following non-superseding provisions do not apply to this bargaining unit:

- 16           • CLA Article 33 After Hours Support

17           **Section 2.4** For ease of reference, the following provisions, which were previously listed in  
18 this Appendix, are covered in their entirety by the CLA:

- 19           • Bereavement Leave pursuant to CLA Article 8
- 20           • Bulletin Boards pursuant to CLA Article 23
- 21           • Conflict Resolution pursuant to CLA Article 26
- 22           • Donation of Leaves pursuant to CLA Article 6
- 23           • Duration pursuant to CLA Article 41
- 24           • EEO pursuant to CLA Article 39
- 25           • Employee rights (in Discipline) pursuant to CLA Article 27
- 26           • Holidays pursuant to CLA Article 10
- 27           • Internal Hiring Examinations pursuant to CLA Article 35
- 28           • Jury Duty pursuant to CLA Article 5

- 1 • Leave- Organ Donors pursuant to CLA Article 36
- 2 • Maximum Accruals pursuant to CLA Article 9
- 3 • Medical/Dental and Life Insurance pursuant to CLA Article 25
- 4 • Sick Leave pursuant to CLA Articles 3, 11 and 31
- 5 • Training pursuant to CLA Article 12 and 44
- 6 • Total Compensation pursuant to CLA Article 29
- 7 • Union membership pursuant to CLA Article 37
- 8 • VEBA pursuant to CLA Article 25
- 9 • Waiver Clause pursuant to CLA Article 46
- 10 • Work Outside of Classification pursuant to CLA Article 33
- 11 • Vacations pursuant to CLA Article 32 and Appendix Article 5
- 12 • Volunteer Service pursuant to CLA Article 4

13

14 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP LIST**

15 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
16 representative of all employees in the Department of Natural Resources & Parks (Solid Waste and  
17 Water and Land Resources), Department of Local Services (Permitting and Roads), and Department  
18 of Executive Services (Airport and Fleet) whose job classifications are listed in the attached  
19 Addendum “A”.

20 **3.2 Employee List** - The County will transmit to the Union, upon request but not to exceed  
21 twice per year, a current listing of all employees in the bargaining unit. Such list shall indicate the  
22 name of the employee, position, job classification, department and/or unit.

23

24 **ARTICLE 4: RIGHTS OF MANAGEMENT**

25 The management of the County and the direction of the work force is vested exclusively in  
26 the County, except as may be limited by the express written terms of this Agreement. All matters,  
27 including but not limited to, the right to hire, appoint, promote, discipline and discharge regular  
28 (career service) employees for cause, improve efficiency, train, assign and direct the work force,

1 develop and modify classification specifications, allocate positions to those classifications, determine  
2 work schedules, determine location of facilities, contracting out of work, and determine methods,  
3 processes and means for providing services, may be administered for its duration by the County in  
4 accordance with such policy or procedures as from time to time may be determined.

5  
6 **ARTICLE 5: VACATION SCHEDULING**

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

9  
10 **ARTICLE 6: WAGE RATES**

11         **6.1 Rates of Pay** - Wage ranges shall be as listed in Addendum A. Wage rates are available  
12 on the King County Squared Table. Wage rates for regular part-time employees shall be prorated  
13 based upon the ratio of hours worked to the standard 40-hour workweek.

14         **6.2 Step Movement/Merit** - Employees covered by this Agreement shall be subject to the  
15 County’s ten step plan (truncated) and above top step merit pay as provided under KCC 3.15.020, as  
16 amended.

17         **6.3 Professional Registration/Certification** – To encourage and support professional  
18 development and to provide for the employment of qualified personnel in appropriate classifications,  
19 the Department/Division will provide compensation for professional licenses and certifications  
20 according to the following formula:

21         If the employee is required to hold the license/certification for their job, compensation shall  
22 be paid at an additional one hundred dollars (\$100.00) per month. If the license/certification is not  
23 required but is related to the employee’s work, they will receive an additional fifty dollars (\$50.00)  
24 maximum per month. It is understood that the employee is responsible for costs and fees of obtaining  
25 and renewing such licenses.

26         Applicable designations or professional licenses: Washington State professional license in the  
27 branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural,  
28 Architectural, Land Surveying, Geology or Illumination; a registered architect’s license or a

1 professional designation of CPA, MAI, RM, SSA, CPM or SR/WA; International Conference of  
2 Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain  
3 Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, LEED  
4 Certification and Living Future Certification.

5 **6.4 Meal Per Diem** - In the event of a bona fide emergency which is declared by the King  
6 County Executive, an employee will receive the daily meal per diem for any day in which that  
7 employee is required because of the emergency to remain at work in excess of 12 consecutive hours  
8 or is required to work in excess of eight hours on a day the employee was not scheduled to work.  
9 Expense receipts are not required for reimbursement.

10  
11 **ARTICLE 7: HOURS OF WORK**

12 **7.1 Schedules** - The establishment of work schedules is vested solely within the purview of  
13 the Departments/Divisions and may be changed from time to time. It is the policy of the County to  
14 actively promote alternative and flexible work schedules.

15 **7.2 FLSA** - Employees covered by this bargaining unit are employed in a bona fide executive,  
16 administrative or professional capacity and are in turn exempt from overtime payments under the  
17 Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the King  
18 County Executive Leave Pay and Leave Practices for Executive Administration and Professional  
19 Employees policy (Executive Policy PER 8-1-2) and modifications thereto and are expected to work  
20 the hours necessary to satisfactorily perform their jobs.

21 **7.2.1** Regular employees will receive at least five (5) days of Executive Leave during  
22 the calendar year provided the employee is in an eligible position on January 1. Employees may  
23 receive up to an additional five (5) days at the discretion of the Director or designee and pursuant to  
24 the Executive Leave Policy. Executive Leave awarded must be used in that calendar year and does  
25 not carry over into the next year.

26  
27 **ARTICLE 8: ULP FILING**

28 The parties agree that thirty (30) days prior to filing a ULP complaint with the PERC, the

1 complaining party will notify the other party, in writing, meet, and make a good faith attempt to  
2 resolve the issue unless the deadline for filing with PERC would otherwise pass.

3  
4 **ARTICLE 9: REDUCTION IN FORCE**

5 **9.1 Order of layoff** - In the event of a reduction in force due to lack of work, lack of funds or  
6 considerations of efficiency, layoffs shall be by position. The positions to be laid-off shall be at the  
7 sole discretion of management. In lieu of laying off a regular employee, the Director of DHR may  
8 reassign such employee to a comparable, vacant position, when the Director of DHR determines such  
9 reassignment to be in the best interest of the County.

10 **9.1.1** The County will attempt to place a regular employee subject to layoff in  
11 accordance with the County’s Workforce Management Program, as amended.

12 **9.2 Recall** - A regular employee who is laid off will have recall rights to their previous  
13 position for two years from the date of layoff. An employee retains their recall rights even if the  
14 employee accepts another position with the County. An employee who is laid off shall forfeit their  
15 recall rights if the laid off employee refuses a recall.

16 **9.2.1 Notice of Recall** - An employee will have ten (10) days from the date the notice  
17 of recall is sent by certified mail in which to notify the County of whether the employee will accept  
18 the position. The County will consider the employee’s failure to notify the County within ten (10)  
19 days as a refusal; however, if the County determines that there are warranting circumstances, it may  
20 accept a late notice from an employee. Notices will be in writing. It is the employee’s responsibility  
21 to keep the County informed of their current address.

22 **9.2.2 Reinstatement** - An employee recalled within two (2) years from the time of  
23 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of  
24 layoff, and vacation leave accrual rate restored.

25  
26 **ARTICLE 10: UNION REPRESENTATION AND EMPLOYEE RIGHTS**

27 **10.1 Union Representation**

28 **10.1.1** Authorized representatives of the Union may, after notifying the County

1 official in charge, visit the work location of employees covered by this Agreement at any reasonable  
2 time for the purpose of employee representation.

3 **10.1.2** The Executive Director and/or Union Representative shall have the right to  
4 appoint stewards. The Union shall provide the County with the names of stewards so appointed. The  
5 steward will be allowed reasonable time during working hours to see that the provisions of the  
6 Agreements are observed.

7 **10.2** Written policies, rules, or directives affecting the terms and conditions of this Agreement  
8 shall be provided to the Union upon request.

9 **10.3** Represented employees of the bargaining unit are entitled to meal compensation  
10 pursuant to King County Code 3.24.080.

11  
12 **ARTICLE 11: MISCELLANEOUS**

13 **11.1 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state  
14 and county regulations and ordinances with regard to the drug free workplace.

15 **11.2 Seniority and Un-Paid Leave** - Any employee who returns from unpaid family or  
16 medical leave within the time provided in the CLA is entitled, subject to layoff provisions, to the  
17 same seniority accrued before the date on which the leave commenced.

18 **11.3 Employee Safety During Work Stoppages** No employee of this bargaining unit shall  
19 be required to cross a legal picket line sanctioned by the King County Labor Council (this section  
20 does not apply to informational pickets). This section shall not apply in situations that pose an  
21 imminent threat to structures or human health and/or safety. An employee encountering a picket line  
22 during the course of their duties shall contact their supervisor for work instructions.

23 **11.4 Labor-Management Committee** - The parties shall convene a bargaining unit wide  
24 Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

25 **11.5** The County and the Union and the employees covered by this Agreement are governed  
26 by applicable County ordinances, and said ordinances are paramount except where they conflict with  
27 a provision of this Agreement.

28 **11.6 Work Stoppages and Employer Protection** - The County and the Union agree that the

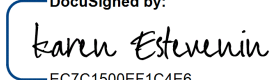
1 public interest requires efficient and uninterrupted performance of all county services and to this end  
2 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
3 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to  
4 perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
5 interference with county functions by employees under this Agreement, and should same occur, the  
6 Union agrees to take appropriate steps to end such interference. Any concerted action by any  
7 employees represented by the Union shall be deemed a work stoppage if any of the above activities  
8 have occurred.

9 **11.6.1** Any employee participation in such work stoppage or in other ways committing  
10 an act prohibited in this Section shall be considered absent without authorized leave and shall be  
11 considered to have resigned.

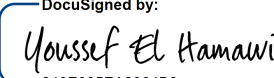


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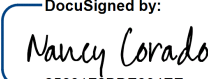
For PROTEC17:

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Karen Estevenin  
Executive Director

For PROTEC17:

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Youssef El Hamawi  
Union Representative

For King County:

DocuSigned by:  
  
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Nancy Corado  
Labor Relations Negotiator  
Office of Labor Relations, Executive Office

cba Code: 066

## ADDENDUM A

Union Code: C11

## Wages

## PROTEC17, Section Managers – DNRP, DLS, DES

Job Class Code	Peoplesoft Job Code	Classification Title	Department	Range*
1142100	114303	Administrative Services Manager	DNRP (SWD)	75
1072100	107101	Engineering Services Manager	DNRP	77
1134100	113701	Engineering Services Section Manager	DLS, DES	77
1134800	113850	Field Operations Manager - Roads	DLS	74
1077100	108603	Finance and Administrative Services Manager	DNRP	74
1072400	107401	Fiscal Services Manager - Solid Waste	DNRP	74
8750100	878101	Manager - Fleet and Warehouse Operations	DES	75
7112500	711502	Managing Engineer	DLS, DES DRNP,	74
1300100	130002	Operations Manager	DLS, DES	75
5330100	552101	Permitting Product Line Manager	DLS	72
1072200	107201	Recycling & Environmental Services Manager	DNRP	75
1134200	113801	Roads Maintenance Manager	DLS	77
1072300	107301	Solid Waste Program Planning Manager	DNRP	71
5220200	252803	Special Projects Manager III (Performance Manager)	DNRP (SWD)	72
2452100	249102	Strategic Planning Manager	DNRP (SWD)	73
1134400	114001	Traffic Engineering Manager	DLS, DES	77
1136100	114101	Transportation Systems Planning Manager	DLS, DES	75
1134700	113901	Roads Maintenance Manager and Traffic Engineering Manager - Assistant	DLS	74

\* For Ranges refer to the King County Squared Salary Schedule: Steps are Truncated 1,2,4,6,8,10

**Certificate Of Completion**

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Enveloped 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: 198.49.222.20

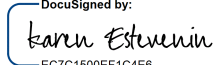
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**Signer Events**

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

**Signature**

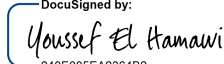
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Youssef El Hamawi  
 youssef@pte17.org  
 Security Level: Email, Account Authentication (None)

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Nancy Corado  
 ncorado@kingcounty.gov  
 Security Level: Email, Account Authentication (None)

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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: [bmconnaughey@kingcounty.gov](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **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](mailto: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](mailto: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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.