516 Third Avenue, Council Chambers, 10th Floor, Seattle, WA 98104

King County

Meeting Agenda

Metropolitan King County Council

Councilmembers:
Sarah Perry, Chair;
Jorge Barón, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer

1:30 PM	Tuesday, September 8, 2026	Hybrid Meeting

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3. Remote attendance on the Zoom Webinar: You may provide oral public testimony at the meeting by connecting to the meeting via phone or computer using the ZOOM application at https://zoom.us/, and entering the Webinar ID below.

Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.

CONNECTING TO THE WEBINAR

Webinar ID: 830 3407 1240

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To show a PDF of the written materials for an agenda item, click on the agenda item below.

1. **Call to Order**

2. **Roll Call**

3. **Flag Salute and Pledge of Allegiance**

Councilmember Dunn

4. **Approval of Minutes of September 1, 2026** pg 11

Councilmember Barón

5. **Additions to the Council Agenda**

6. **Special Item**

Recognition of Johnny Ohta as the 2026 King County Recovery Champion

Councilmember Dunn and Councilmember Perry

Recognition of the Ruth Woo Emerging Leaders Fellowship Program 2025-2026 Fellows

Councilmember Dembowski

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Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

There will be one public hearing on Items 6-15 & 24

Budget and Fiscal Management

Councilmember Dembowski

7. Proposed Substitute Ordinance No. 2026-0160.2 pg 21

AN ORDINANCE relating to solid waste fees charged at recycling and transfer facilities, at the Cedar Hills regional landfill; amending Ordinance 12564, Section 2, as amended, and K.C.C.10.12.021 and establishing an effective date.

Sponsors: Lewis

On 7/21/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.
On 7/22/2026, the Budget and Fiscal Management Committee Deferred.
On 8/26/2026, the Budget and Fiscal Management Committee Passed Out of Committee Without a Recommendation.

Public Hearing Required

Metropolitan King County Council

Councilmember Barón

8. Proposed Ordinance No. 2026-0243 **pg 66**

AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and Joint Crafts Council - Construction Crafts - North Coast States Carpenters Union, representing Carpenter II employees in the department of local services and the department of executive services; and establishing the effective date of said agreement.

Sponsors: Perry

On 9/1/2026, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.

9. Proposed Ordinance No. 2026-0244 **pg 70**

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse supervisors and managers in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

On 9/1/2026, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.

10. Proposed Ordinance No. 2026-0245 **pg 137**

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse staff in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

On 9/1/2026, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.

First Reading of and Actions on Emergency Ordinances Without Referral to Committee

11. Proposed Ordinance No. 2026-0249 pg 227

AN ORDINANCE relating to council rules and order of business; amending Ordinance 11683, Section 4, as amended, and K.C.C. 1.24.035; and declaring an emergency.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO HOLD A PUBLIC HEARING LESS THAN SEVEN DAYS AFTER FIRST READING PURSUANT TO K.C.C. 1.24.095 AND A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

12. Proposed Ordinance No. 2026-0256 pg 233

AN ORDINANCE to temporarily suspend the operations of Drainage District 5 & 5A in accordance with state law so as to authorize the executive to execute on behalf of the Drainage District any agreements necessary for the repair, maintenance, and operation of Drainage District 5 & 5A infrastructure located within the boundaries of Drainage District 5 in council district nine; and declaring an emergency.

Sponsors: Dunn

SUBJECT TO A MOTION TO SUSPEND THE RULES TO HOLD A PUBLIC HEARING LESS THAN SEVEN DAYS AFTER FIRST READING PURSUANT TO K.C.C. 1.24.095 AND A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

Motions, from Standing Committees and Regional Committees and Motions related to Collective Bargaining, for Council Action

Consent Item 13

Councilmember Barón

13. Proposed Motion No. 2026-0185 pg 234

A MOTION confirming the executive's appointment of Colin Carter, who resides in council district one, to the King County landmarks commission.

Sponsors: Dembowski

On 7/14/2026, the Metropolitan King County Council Introduced and Referred to Committee of the Whole.
On 8/25/2026, the Committee of the Whole Recommended Do Pass Consent.

Budget and Fiscal Management

Councilmember Dembowski

14. Proposed Motion No. 2026-0233 pg 238

A MOTION requesting that the executive transmit two reports relating to solid waste division financial planning and rate increase implementation.

Sponsors: Fain

On 8/25/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.
On 8/26/2026, the Budget and Fiscal Management Committee Recommended Do Pass.

Reappointment Consent Agenda Item 15

Councilmember Barón

15. Proposed Motion No. 2026-0209 pg 247

A MOTION confirming the executive's reappointment of Robin Strom, who resides in council district five, to the King County priority hire advisory committee.

Sponsors: Fain

First Reading and Referral of Ordinances

16. Proposed Ordinance No. 2026-0238

AN ORDINANCE approving the grant funding allocation for the projects funded through the WaterWorks grant program, for the 2025-26-27 cycle, in accordance with the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 115, as amended, and the 2025 Budget Ordinance, Ordinance 19861, Section 114, as amended, and Ordinance 18031, Section 1, as amended.

Sponsors: Fain

First Reading and Referral to the Transportation, Economy, and Environment Committee

17. Proposed Ordinance No. 2026-0250

AN ORDINANCE relating to the office of law enforcement oversight director appointments; and amending Ordinance 15611, Section 4, as amended, and K.C.C. 2.75.030.

First Reading and Referral to the Employment and Administration Committee

First Reading and Referral of Motions

18. Proposed Motion No. 2026-0200

A MOTION confirming the executive's appointment of Ahmad Al Ghifari, who resides in council district five, to the King County transit advisory commission.

Sponsors: Fain

First Reading and Referral to the Transportation, Economy, and Environment Committee

19. Proposed Motion No. 2026-0205

A MOTION accepting the 2025 Strategic Climate Action Plan (SCAP) Workplan for Code Updates, submitted as requested under Motion 16898.

Sponsors: Fain

First Reading and Referral to the Transportation, Economy, and Environment Committee

20. Proposed Motion No. 2026-0216

A MOTION confirming the executive's appointment of Halene Sigmund, who resides in council district five, to the King County priority hire advisory committee, representing apprentice training providers.

Sponsors: Fain

First Reading and Referral to the Transportation, Economy, and Environment Committee

21. Proposed Motion No. 2026-0227

A MOTION confirming the executive's appointment of Yordanos Teferi, who resides in council district five, to the King County communities of opportunity-best starts for kids levy advisory board as a community member who reflects demographic characteristics of the communities that qualify for funding.

Sponsors: Fain

First Reading and Referral to the Health, Housing, and Human Services Committee

22. Proposed Motion No. 2026-0230

A MOTION confirming the executive's appointment of James W. Lovell, who resides in council district five, to the King County communities of opportunity-best starts for kids levy advisory board, as a representative from an Indigenous or Urban Native community-based organization or tribe.

Sponsors: Fain

First Reading and Referral to the Health, Housing, and Human Services Committee

23. Reports on Special and Outside Committees

Other Business

Proclamation/Recognition Presented in the Community

24. Proclamation of September 2026 as National Recovery Month in King County

Councilmember Dunn

Adjournment

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King County

516 Third Avenue, Council Chambers, 10th Floor, Seattle, WA 98104

Meeting Minutes

Metropolitan King County Council

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Jorge Barón, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer

1:30 PM | **Tuesday, September 1, 2026** | **Hybrid Meeting**

REVISED AGENDA - ADDED ITEM 23
DRAFT MINUTES

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1. Call to Order

The meeting was called to order at 1:30 p.m.

2. Roll Call

Present: 8 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry and von Reichbauer

Excused: 1 - Balducci

3. Flag Salute and Pledge of Allegiance

Councilmember von Reichbauer led the flag salute and Pledge of Allegiance.

4. Approval of Minutes of August 25, 2026

Councilmember Barón moved to approve the minutes of the August 25, 2026, meeting as presented. Seeing no objection, the Chair so ordered.

5. Additions to the Council Agenda

There were no additions.

6. Special Items

Proclamation of International Day of Clean Air for Blue Skies

Councilmember Lewis and Councilmember Mosqueda made remarks and presented the Proclamation to Velma Veloria, Susan Davis and Alice Fong. Velma Veloria, Susan Davis, and Alice Fong, made remarks and thanked the Council.

Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

There will be one public hearing on Items 6-17

The following people spoke:
Yvette Dinish
Alex Tsimerman

Consent Items 7-8

7. **Proposed Ordinance No. 2026-0134**

AN ORDINANCE authorizing the King County executive to enter into a license agreement with the Washington state Department of Transportation, Ferries Division, as owner of the Vashon Island Ferry Terminal located at 10800 North Vashon Highway, Vashon, Washington, in council district eight.

Sponsors: Mosqueda

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 20127.

8. **Proposed Ordinance No. 2026-0217**

AN ORDINANCE relating to the temporary release of a restrictive covenant over the property commonly known as 12531 28th Avenue NE, Lake City, to support the construction and future operation of a community center and affordable housing within the city of Seattle.

Sponsors: Dembowski

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 20128.

Passed On The Consent Agenda

A motion was made by Councilmember Barón that the Consent Agenda be passed. The motion carried by the following vote:

Yes: 8 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry, and von Reichbauer

Excused: 1 - Balducci

Motions, from Standing Committees and Regional Committees and Motions related to Collective Bargaining, for Council Action

Consent Items 9-16

9. **Proposed Motion No. 2026-0098**

A MOTION acknowledging the receipt of the East Link Connections transit gap service analysis report in compliance with the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P14.

Sponsors: Balducci

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17011.

10. **Proposed Motion No. 2026-0124**

A MOTION confirming the executive's appointment of Ranil Herath, who resides in council district nine, to the King County Library System board of trustees.

Sponsors: Dunn

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17012.

11. **Proposed Motion No. 2026-0125**

A MOTION confirming the executive's appointment of Liz Callahan, who resides in council district five, to the King County Library System board of trustees.

Sponsors: Fain

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17013.

12. **Proposed Motion No. 2026-0141**

A MOTION confirming the executive's appointment of Kevin Kelly, who resides in council district three, to the King County solid waste advisory committee, as a representative from the waste management industry.

Sponsors: Perry

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17014.

13. **Proposed Motion No. 2026-0143**

A MOTION confirming the executive's appointment of Jamie Fleming, who resides in council district five, to the King County solid waste advisory committee, as a representative from a bargaining unit representing the greatest number of solid waste division employees.

Sponsors: Fain

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17015.

14. **Proposed Motion No. 2026-0181**

A MOTION confirming the executive's appointment of Alice Klein, who resides in council district two, to the King County Access paratransit advisory committee.

Sponsors: Lewis

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17016.

15. **Proposed Motion No. 2026-0182**

A MOTION confirming the executive's appointment of Priscilla Wong, who resides in council district six, to the King County Access paratransit advisory committee.

Sponsors: Balducci

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17017.

16. Proposed Motion No. 2026-0202

A MOTION relating to public transportation; acknowledging receipt of the Cashless Fare Engagement Report submitted in response to the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P10.

Sponsors: Fain

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

The enacted number is 17018.

Passed On The Consent Agenda

A motion was made by Councilmember Barón that the Consent Agenda be passed. The motion carried by the following vote:

Yes: 8 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry, and von Reichbauer

Excused: 1 - Balducci

Local Services and Land Use

17. Proposed Motion No. 2026-0139

A MOTION authorizing the King County executive to accept a donation of real property, appraised by the King County department of assessments at one hundred ninety-nine thousand dollars, located near Newaukum creek in unincorporated King County, for fish, wildlife, and wetland habitat preservation and restoration purposes.

Sponsors: Dunn

A Public Hearing was held and closed. A motion was made by Councilmember Dunn that this Motion be Passed. The motion carried by the following vote:

Yes: 8 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry, and von Reichbauer

Excused: 1 - Balducci

The enacted number is 17019.

Councilmember Barón made a motion to relieve the committee of further consideration pursuant to K.C.C. 1.24.125. Seeing no objection, the Chair so ordered.

Brandi Paribello, Council Staff, briefed the Council and answered questions.

First Reading and Referral of Ordinances

18. Proposed Ordinance No. 2026-0239

AN ORDINANCE relating to the sale of biomethane held by the county; authorizing the wastewater treatment division to enter into an agreement for the sale of pipeline quality biomethane produced at the South Treatment Plant to Puget Sound Energy.

Sponsors: Dembowski

This matter had its first reading and was referred to the Budget and Fiscal Management Committee.

19. Proposed Ordinance No. 2026-0241

AN ORDINANCE declaring King County's intent to conduct a public hearing regarding whether to assume rights, powers, immunities, functions, and obligations of the King County transportation district.

Sponsors: Dembowski

This matter had its first reading and was referred to the Committee of the Whole.

20. Proposed Ordinance No. 2026-0242

AN ORDINANCE assuming governance of the King County transportation district; amending Ordinance 11955, Section 5, as amended, and K.C.C. 2.16.055 and adding a new chapter to K.C.C. Title 2.

Sponsors: Dembowski, Lewis, Mosqueda, Dunn and von Reichbauer

This matter had its first reading and was referred to the Committee of the Whole.

21. Proposed Ordinance No. 2026-0243

AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and Joint Crafts Council - Construction Crafts - North Coast States Carpenters Union, representing Carpenter II employees in the department of local services and the department of executive services; and establishing the effective date of said agreement.

Sponsors: Perry

This matter had its first reading and was referred to the Metropolitan King County Council.

22. Proposed Ordinance No. 2026-0244

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse supervisors and managers in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

This matter had its first reading and was referred to the Metropolitan King County Council.

23. Proposed Ordinance No. 2026-0245

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse staff in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

This matter had its first reading and was referred to the Metropolitan King County Council.

First Reading and Referral of Motions

24. Proposed Motion No. 2026-0204

A MOTION confirming the appointment of Julianna Ross to the King County cultural development authority (4Culture) board.

Sponsors: Dembowski

This matter had its first reading and was referred to the Committee of the Whole.

25. Proposed Motion No. 2026-0215

A MOTION confirming the executive's appointment of Andrew Constantini, who resides in council district eight, to the King County priority hire advisory committee, representing contractors.

Sponsors: Mosqueda

This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.

26. Proposed Motion No. 2026-0221

A MOTION confirming the executive's appointment of Jimmy Matta, who resides in council district eight, to the King County priority hire advisory committee, representing minority-owned businesses.

Sponsors: Mosqueda

This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.

27. Proposed Motion No. 2026-0222

A MOTION related to public transportation, approving the King County Metro Public Transportation Agency Safety Plan 2027, in accordance with the Federal Transit Administration’s Public Transportation Agency Safety Plan regulations and the Bipartisan Infrastructure Law.

Sponsors: Fain

This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.

28. Proposed Motion No. 2026-0226

A MOTION confirming the executive's appointment of Sili Savusa, who resides in council district eight, to the King County communities of opportunity-best starts for kids levy advisory board as a community member who reflects demographic characteristics of the communities that qualify for funding.

Sponsors: Mosqueda

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

29. Proposed Motion No. 2026-0237

A MOTION acknowledging receipt of an independent monitoring report on the confinement of juveniles in county detention facilities as required by the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 53, Proviso P1.

Sponsors: Lewis

This matter had its first reading and was referred to the Law and Justice Committee.

30. Reports on Special and Outside Committees

No reports were given.

Other Business

No other business was presented.

Adjournment

Chair Perry requested a moment of silence for the victims of the landslide in Nepal.

The meeting was adjourned at 2:03 p.m.

Approved this _____________ day of _____________________.

Clerk's Signature

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0160.2 **Sponsors** Lewis

AN ORDINANCE relating to solid waste fees charged at recycling and transfer facilities, at the Cedar Hills regional landfill; amending Ordinance 12564, Section 2, as amended, and K.C.C.10.12.021 and establishing an effective date.

STATEMENT OF FACTS:

1. The solid waste division of the department of natural resources and parks provides essential public services that protect human health, the environment, and the quality of life in our region.

2. The solid waste division operates the Cedar Hills regional landfill, eight transfer stations, and two drop boxes. It also provides innovative programs to help customers prevent and recycle waste.

3. The department of natural resources and parks is proposing to change the rate solid waste collection entity per-ton-rate vehicles are charged for disposal of municipal solid waste from $179.18 to $194.00 per ton, effective January 1, 2027.

4. The department of natural resources and parks is proposing to increase the fixed-annual charge for disposal of municipal solid waste from $26,838,510 to $29,119,783, effective January 1, 2027.

5. The impact on the average single-family household with a 32-gallon weekly garbage collection service would be approximately seventy-three cents per month in 2027.

6. Solid waste collection entities rely on the availability of King County transfer stations to complete their collection routes. The department of natural resources and parks is proposing providing a credit to solid waste collection entities, if temporary, unplanned closures of King County transfer stations occur lasting longer than twenty-four hours.

7. Fee increases for 2027 enable the solid waste division of the department of natural resources and parks to maintain essential solid waste disposal and recycling services and generate the revenue needed to carry out programmatic responsibilities required under adopted policies.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12564, Section 2, as amended, and K.C.C. 10.12.021 are hereby amended as follows:

Except as otherwise provided in K.C.C. 10.04.020 and 10.12.058, all persons using county-operated solid waste transfer stations, drop boxes, and the Cedar Hills regional landfill shall pay the service fees in the following schedules:

A. Fees for the use of solid waste facilities with scales, excluding the Cedar Hills regional landfill, shall be:

1. Solid waste disposal:

Fixed-rate vehicles	((~~$36.69~~)) $39.76 per entry
Solid waste collection entity per-ton-rate vehicles	((~~$179.18~~)) $194.00 per ton

Self-hauler per-ton-rate vehicles	((~~$229.29~~)) $249.00 per ton
Charitable organizations	((~~$176.55~~)) $192.04 per ton
Minimum	((~~$36.69~~)) $39.76 per vehicle
Charitable organizations, minimum charge	((~~$28.25~~)) $30.83 per entry

2. Deposit of source-separated yard waste, clean wood waste, or any combination thereof:

Fixed-rate vehicles	((~~$20.70~~)) $22.50 per entry
Per-ton-rate vehicles	((~~$129.38~~)) $140.50 per ton
Minimum charge	((~~$20.70~~)) $22.50 per vehicle

3. Deposit of major appliances:

Major appliances with refrigerants	((~~$30.00))~~ $32.50 per unit

4. Deposit of mattresses:

Mattresses	((~~$30.00))~~ $32.50 per unit

5. Qualified low-income customers shall receive fee discounts of ((~~$20.00~~)) $22.00 per entry for deposit of solid waste, yard waste, clean wood waste, appliances, and mattresses. Customers with mixed loads must separate and deposit materials with sequential visits to the scale house to receive a discount on the individual waste types.

B. Each billing entity in the solid waste system will pay a share of the fixed-annual charge. The share each billing entity pays, for each service area it serves, is directly proportional to the total tons of municipal solid waste((~~,~~)) deposited by solid waste collection entities at county-operated solid waste facilities in the most recent calendar year for which data is available, as shown in the following formula:

1. W = X * (Y / Z), where:

a. W is the billing entity's share in dollars of the fixed-annual charge for a specific service area;

b. X is the total amount of the fixed-annual charge for the calendar year;

c. Y is the number of tons of municipal solid waste from a specific service area of the billing entity that is deposited at county-operated solid waste facilities in the most recent calendar year for which data is available; and

d. Z is the total number of tons of municipal solid waste from all service areas deposited at county-operated solid waste facilities by all solid waste collection entities in the most recent calendar year for which data is available, excluding regional direct tons.

2. Beginning January 1, ((~~2026~~)) 2027, the fixed-annual charge is ((~~$26,838,510~~)) $29,119,783.

C. Fees for the use of solid waste facilities without scales shall be based upon the cubic yard or fraction thereof as follows:

1. Solid waste disposal:

Fixed-rate vehicles	((~~$36.69~~)) $39.76 per entry
Per-ton-rate vehicles:	
Compacted wastes	((~~$66.49~~)) $72.35 per cubic yard
Uncompacted wastes	((~~$38.98~~)) $42.42 per cubic yard
Minimum charge	((~~$36.69~~)) $39.76 per vehicle

2. Deposit of ((~~source separated~~)) source-separated yard waste, clean wood waste, or any combination thereof:

Fixed-rate vehicles	((~~$20.70~~)) $22.50 per entry
Per-ton-rate vehicles:	

Compacted wastes	((~~$37.52~~)) $40.75 per cubic yard
Uncompacted wastes	((~~$21.99~~)) $24.00 per cubic yard
Minimum charge	((~~$20.70~~)) $22.50 per vehicle

3. Qualified low-income customers shall receive fee discounts of ((~~$20.00~~)) $22.00 per entry for deposit of solid waste, yard waste, clean wood waste, appliances, and mattresses. Customers with mixed loads must separate and deposit materials with sequential visits to the scale house to receive a discount on the individual waste types.

D. Fees at the Cedar Hills regional landfill shall be:

((~~Cedar Hills~~)) Regional Direct	((~~$194.89~~)) $211.00 per ton
Solid waste collection((~~s~~)) entity per-ton-rate vehicles	((~~$179.18~~)) $194.00 per ton
Per-ton mattress	((~~$1,090.00~~)) $1,182.00 per ton

Disposal by other vehicles is at the discretion of the division director.

((~~In the event of a temporary closure of two or more King County transfer stations, excluding drop box facilities, when the solid waste division has provided fewer than five days' notice to certificated haulers, the department of natural resources and parks director, or designee, is authorized to modify the Cedar Hills Regional Direct fee at the Cedar Hills regional landfill for the duration of the temporary closure. A closure resulting from causes beyond the control of the solid waste division, such as severe weather, acts of God, natural disasters, strikes or hauler service disruptions, shall not trigger a reduced Cedar Hills Regional Direct fee at the Cedar Hills regional landfill.~~

~~The following fees shall be used, based on the duration of the closure:~~

~~One-day disruption $125 per ton~~

~~Two-day disruption $100 per ton~~

~~Three or more days of disruption $75 per ton~~))

E.1. In the event of a temporary closure of one or more King County transfer stations to solid waste collection entities, excluding drop box facilities, when the solid waste division has provided fewer than five days' notice to solid waste collection entities, the division director is authorized to apply a credit to the solid waste collection entity per-ton-vehicle rate for the duration of a temporary closure of twenty-four hours or longer. A closure resulting from causes beyond the control of the solid waste division, such as severe weather, acts of God, natural disasters, strikes, or solid waste collection entity service disruptions, shall not trigger a credit.

2. The credit that shall be used for the closure of one transfer station is $20.00 per ton for one or more days of closure.

3. The following credits shall be used for the closure of two or more transfer stations, based on the duration of the closure:

a. One-day closure: $70.00 per ton;

b. Two-day closure: $94.00 per ton; and

c. Three or more days of closure: $120.00 per ton.

4. The credits under subsection E.2. and 3. of this section apply only to loads delivered at the county-owned facilities to which King County reroutes solid waste collection entities during a closure and will be granted only upon receipt of scale ticket documentation submitted to the solid waste division from the solid waste collection entities within five business days following the resumption of normal operations.

F. A moderate-risk waste surcharge shall be added to all solid waste disposed by nonsolid waste collection entities using ((~~county operated~~)) county-operated solid waste facilities. The fee schedule is as follows:

1. For facilities with scales:

Per-ton-rate vehicles	$5.84 per ton
Minimum charge	$2.23 per entry
Fixed-rate vehicles	$2.23 per entry

2. For facilities without scales:

Compacted	$1.28 per cubic yard
Uncompacted	$0.73 per cubic yard
Minimum charge	$2.23 per entry
Fixed-rate vehicles	$2.23 per entry

((~~F.~~)) G. As determined by the division director, a special waste fee shall be charged for special waste, including asbestos-containing waste material and other wastes requiring clearances in accordance with King County Board of Health Code Title 10 or rules adopted by the department. The fee schedule is as follows:

Special waste fee	((~~$275.14~~)) $299.00 per ton
Special waste fee minimum charge	((~~$44.02~~)) $47.78 per entry
Special waste fee, extra handling	((~~$321.01~~)) $349.00 per ton
Special waste fee, extra handling ((~~M~~))minimum charge	((~~$51.36~~)) $55.98 per entry

((~~G.~~)) H. In the absence of exact weights or measurements, the estimate by the division director is binding upon the user.

((~~H.~~)) I. The division director may establish fees for handling and processing of recyclable materials for which no other fee has been established by ordinance. The fees need not recover the full cost of handling and processing.

SECTION 2. This ordinance takes effect January 1, 2027.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. Proposed Solid Waste Disposal Fees for 2027

Attachment A

Proposed Solid Waste Disposal Fees for 2027

June 2026

King County

Summary

The Department of Natural Resources and Parks (DNRP) is proposing an 8.5 percent across-the-board tipping fee increase for 2027. Currently, the division forecasts the same 8.5 percent annual rate increase each year from 2028 to 2032. Table 1 shows the proposed 2027 rate, as well as the 2028 to 2032 forecasted rates, for commercial and self-haul customers.

Table 1: Current, proposed, and forecasted rates, 2026-2032

Fee/Rate	2026 Current	2027 Proposed	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast
Self-Haul Tipping Fee (per ton)	$229.29	$249	$270	$293	$318	$345	$374
Commercial Tipping Fee (per ton)	$179.18	$194	$210	$228	$247	$268	$291
Commercial Fixed Annual Charge	$26.8M	$29.1M	$31.6M	$34.3M	$37.2	$40.3M	$43.8M

The rate increases are necessary to support the rising costs of providing essential solid waste services, including recycling and waste disposal services at transfer stations, continued operations at the Cedar Hills Regional Landfill (CHRLF), and waste-prevention programs. The rates also support the maintenance, purchase, and construction of the vital capital infrastructure required for the division's operations and to meet legal and regulatory requirements.

The impact of King County rate increases for a typical residential customer with a 32-gallon can, after commercial haulers pass along these costs, is forecasted to be $0.73 per month in 2027.

Major drivers of the 2027 proposed rate include:

- Completion of South County Recycling and Transfer Station
- Major landfill development projects, including development of Areas 5/6 and Area 9 to increase capacity of CHRLF
- Projects to ensure safety and compliance with regulatory requirements

Cost mitigation measures reflected in the 2027 proposed rate include:

- Leveraging revenue from the Cedar Hills Renewable Gas to Energy (CHRGE) facility
- Limiting operational adds (one new staff hire in 2027)
- Reprioritizing capital projects

I. Background

The Solid Waste Division of the King County Department of Natural Resources and Parks (DNRP) is guided by its vision to achieve zero waste of resources and enhance the environment through collaboration and innovation.[1] The Solid Waste Division (SWD, or the division) operates eight transfer stations, two rural drop boxes, and the Cedar Hills Regional Landfill (CHRLF), which is the only operational landfill in the county. SWD serves residents and business owners in unincorporated King County and 37 cities throughout the county, with a combined 1.5 million people relying on the division's disposal services.

The bulk of SWD's services are supported with revenues generated by tipping fees. Annual increases in the tipping fee are required to cover the rising costs of providing essential waste services, including recycling and waste disposal services at transfer stations, continued operations at the CHRLF, and waste-prevention programs.

Typically, SWD tipping fee rate proposals have set biennial tipping fees in alignment with the County's biennial budget process. However, during 2026-2027 rate deliberations, SWD and DNRP, in consultation with the solid waste advisory committees, chose to pursue a single-year rate proposal covering 2026. The rationale to pursue a one-year rate in 2026 was to give the division an opportunity to reprioritize and sequence capital investments and evaluate cost-saving measures. This current 2027 rate proposal reflects months of internal work within the division and extensive partner engagement.

The proposal seeks to fund capital and operating expenditures, meet the division's commitments to regional partners, successfully implement actions in the Comprehensive Solid Waste Management Plan (Comp Plan) and Strategic Climate Action Plan (SCAP), and fulfill the mandate to maintain essential services, while also keeping rate increases as low as possible.[2,3]

II. 2027 Proposed Disposal Fees

DNRP is proposing an 8.5 percent across-the-board tipping fee increase for 2027. At this time, the division is forecasting annual rate increases at the same level of 8.5 percent in each year from 2028 to 2032.

Table 1 shows the proposed 2027 rate as well as the 2028 to 2032 forecasted rate increases of 8.5 percent per year for commercial and self-haul customers.[4] The impact of King County rate increases for a typical residential customer with a 32-gallon can, after commercial haulers pass along these costs, is forecasted to be $0.73 per month in 2027. Details on the curbside impact calculation are provided in Appendix A.

When there are unanticipated closures at transfer stations, SWD offers a service disruption credit to commercial haulers, discussed in Appendix E.

Table 1. Current, proposed, and forecasted rates, 2026-2032

Tipping Fee	2026 Current	2027 Proposed	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast
Commercial (per ton)	$179	$194	$210	$228	$247	$268	$291
Self-haul (per ton)	$229	$249	$270	$293	$318	$345	$374
Regional Direct (per ton)	$195	$211	$229	$248	$269	$292	$317
Yard Waste (per ton)	$129	$140	$152	$165	$179	$194	$210
Special Waste (per ton)	$275	$299	$324	$352	$381	$414	$449
Self-haul (minimum)	$36.62	$39.76	$43.38	$47.24	$51.58	$56.17	$61.24
Appliances (per transaction)	$30	$33	$36	$39	$42	$46	$50
Mattresses (per transaction)	$30	$33	$36	$39	$42	$46	$50
Cleanup Lift (per transaction)	$20	$22	$24	$26	$28	$30	$33
Commercial Fixed Annual Charge (calculated)	$26.8M	$29.1M	$31.6M	$34.3M	$37.2M	$40.4M	$43.8M

III. Benefits and Drawbacks of the Rate Proposal

Key benefits of this rate proposal include the following:

(1) **Funds key capital investments.** The rate proposal will allow for full funding of projects that are critical for operations, including:
- Projects associated with landfill development and closure
- Projects associated with regulatory compliance and safety
- Projects related to the Comp Plan, Re+, and landfill gas collection efficiencies.[5]

(2) **Allows for opening of the South County Recycling and Transfer Station (SCRTS).** The facility is slated to open in 2026.

(3) **Funds landfill reserves to reach estimated liability at closure.** Regulations require the division to have funds available to support ongoing maintenance of the CHRLF for 50 years after closure. The current proposal allows SWD to build the fund balance to meet SWD's projected liability when the landfill closes.

(4) **Provides stable rate path**. The 8.5 percent annual rate increase for six years will provide rate stability for customers.

A key drawback of the rate proposal is:

Limited growth in operating reserves. County policy requires that SWD maintain a 30-day operating reserve, a Recession Reserve, and Rate Stabilization reserves. The current rate proposal will allow the division to maintain a 30-day operating reserve, but will not fully fund the Recession Reserve or build fund balance for rate stabilization.[6]

A full cash flow analysis associated with this proposal can be found in Appendix B.

IV. Cost-Control Measures

The division has taken a number of actions to control costs that are reflected in this rate proposal and are discussed below.

Deferring capital projects. As rate pressure from the growth in capital spending has increased, the division has been exploring ways to mitigate the impact to rate payers. One approach is to defer appropriate projects into the future to distribute spending more evenly over several years rather than have a spike in spending, with the associated high debt service. One such project is the Permanent Facilities Relocation project, which would build a new permanent maintenance facility to replace structures that will be demolished during the development of Area 9 at the CHRLF. The project has been delayed in order to control rate growth.

Limiting additional operating costs. The division is planning limited increases in existing operating expenses beyond inflation. Any emergent needs will be funded out of existing outlays. Minimal growth in operating expenses will help mitigate the upward pressure from capital growth. The overarching goal of the fiscal planning work for this 2027 rate proposal has been to maximize value for customers while mitigating financial impacts on rate payers.

Leveraging new revenues. DNRP reached a settlement in March 2025 with the former owner of the renewable natural gas processing facility located at the CHRLF and acquired the plant in August of that year. Acquisition of the Cedar Hills Renewable Gas to Energy (CHRGE) facility has enabled the County to put the landfill gas it collects to beneficial use, displacing virgin fossil fuel extraction, and generating additional revenue that can help offset rate increases.

V. Rate Model Methodology

A detailed view of the rate methodology is provided in Appendix C. Revenue generated by the rates charged supports all the services provided by SWD, including:

- The municipal solid waste (MSW) transfer system
- Disposal of MSW and Special Waste at the CHRLF
- Recycling and yard waste collection at most transfer stations
- Hazardous and moderate-risk waste collection
- Waste-reduction programs
- Education and outreach

The vast majority of revenues to the Solid Waste Fund are comprised of disposal fees and the fixed annual charge (FAC). Three primary variables drive the revenue received from disposal fees: 1) the FAC, 2) tonnage, and 3) the tipping fees charged for tonnage. When tonnage decreases, revenue is reduced. Appendix D provides tonnage forecasts through 2031.

Revenue generated by the rates must align with costs to ensure services are available for customers and jurisdictions. The cost to provide services (also referred to as the revenue target, revenue requirements, or expenditures) is determined by analyzing SWD's spending patterns; updating assumptions about inflation and interest rates; factoring in changes in central rates; reviewing proposals for budget additions and reductions; determining the level of reserve cash to maintain each year; and examining a host of other factors that influence the cost of solid waste services.

Next, the amount of the FAC must be determined through a cost-of-service analysis at the customer class level. A customer class is "a grouping of solid waste customers with similar usage characteristics who are served at similar costs."[7] The cost-of-service analysis looks at the cost to provide services to each customer class, including both disposal and non disposal-related costs.

For example, to provide disposal service to commercial haulers, the County employs scale house and transfer station operators, drivers, mechanics, and landfill crews; it also builds, operates, and maintains transfer stations and the landfill. A portion of each of these costs is allocated to each of the customer classes based on their usage of that resource, usually determined by the number of tons or transactions a class generates.

Non-disposal costs include expenses, such as administration, regional planning, Re+ actions, and regulatory compliance. The FAC is based on the commercial haulers' portion of the non-disposal services costs. For example, if the sum of all non-disposal costs totaled

$100 million, and the commercial customer class share were 30 percent, the FAC would be set at $30 million.

Nearly all other Solid Waste Fund revenues other than the FAC come from tonnage received at transfer stations. The remaining revenues include rents on County-owned property, interest income, grant funding, and landfill gas revenues. Once the FAC and other revenues are subtracted from the overall cost of service, or revenue requirement, the remaining cost must be divided by the projected tonnage to set the per-ton rates.

At a high level, the relationship between the cost to provide services (expenditures), revenue, tonnage, and rates can be characterized as shown in the equation below:

$$\textbf{Expenditures} + \textbf{Reserves} = \frac{\textbf{Revenues Required} - (\textbf{FAC} + \textbf{Other Revenues})}{\textbf{Tonnage}} = \textbf{Per Ton Rate}$$

VI. Conclusion

This proposed rate increase would support DNRP making an investment in critical infrastructure projects between now and 2032. Investments in infrastructure, such as SCRTS, extending the life of the landfill, and improving the efficiency of landfill gas capture, will yield long-term financial benefits for rate payers, boost the local economy, and reduce the impact of waste on the environment.

Spending has been prioritized to focus on maintaining delivery of essential services and delivering on the commitments made in the Comp Plan and the SCAP.

The focus on the revenue side has been one of mitigating the impact of increased capital spending. The economic turbulence caused by inflation and higher borrowing costs is impacting the cost of operations and capital spending, resulting in a lower tonnage forecast than previously projected. During this rate-setting process, the department has been sensitive to the needs of its customers and other partners and worked to reduce the need for rate increases. Despite increased cost pressure in King County's capital program and reduced tonnage due largely to high interest rates, DNRP has been able to maintain a rate increase proposal consistent with projections from the last two rate cycles—all while preserving essential services and providing investments needed to reach the County's strategic goals and commitments.

[1] DNRP has rebranded these zero waste of resources efforts as Re+.
[2] King County Comprehensive Solid Waste Management Plan
[3] Strategic Climate Action Plan
[4] The commercial rate applies to certified and contracted haulers.
[5] Re+ is an innovative and multifaceted program aimed at reducing the amount of garbage that needs to be managed by keeping materials in use longer and recovering economically valuable resources that now get buried in a landfill.
[6] The Solid Waste Fund has three reserves. The Rainy-Day (30-day operating) Reserve, Recession Reserve, and Rate Stabilization Reserve. Each reserve account has rules regarding the amount of cash to be held in reserve and when those monies can be spent. More information about reserves is provided in Section IV of this report and in Appendix C.
[7] Section V.B. Solid Waste Classes of Service, Solid Waste Cost of Service and Rate Restructure Study, FCS Group. October 2021.

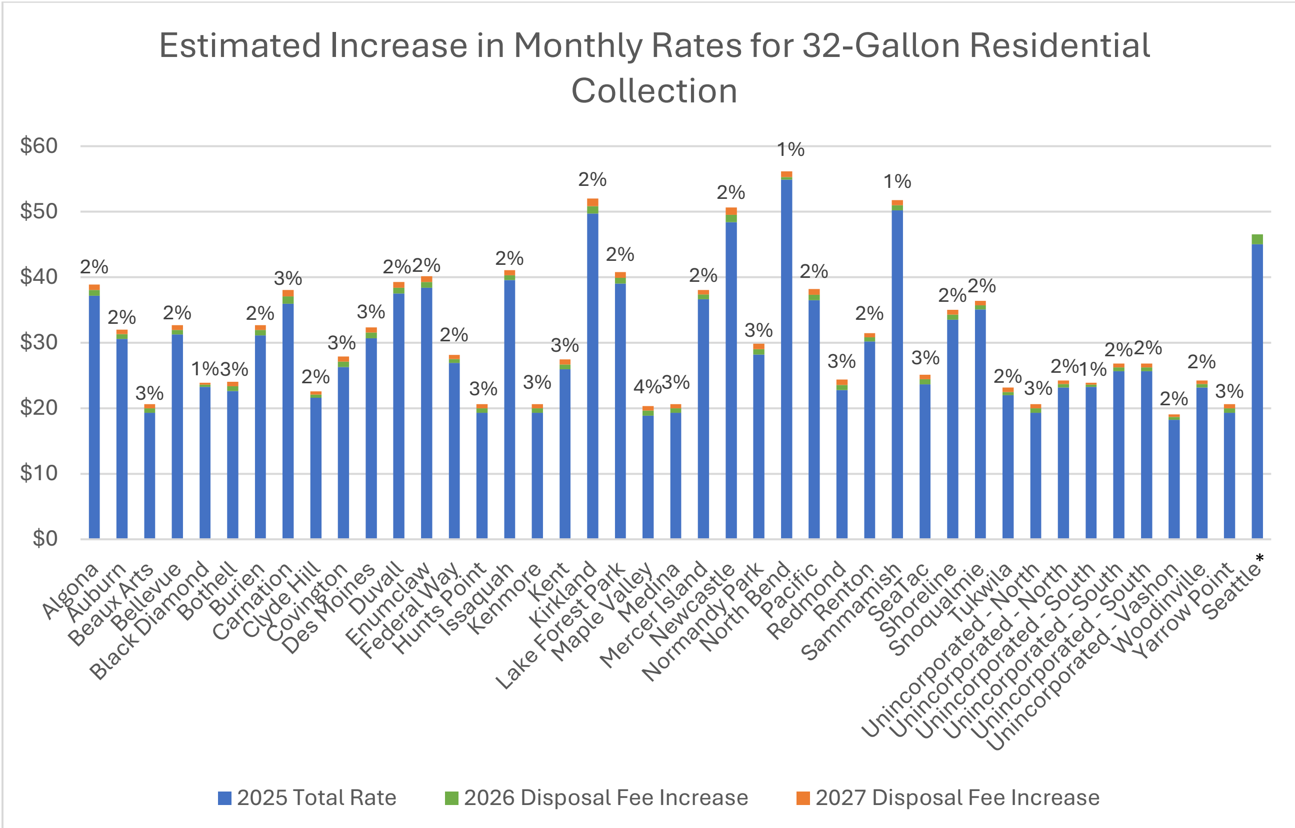
Curbside Impact Calculation

Solid waste customers and jurisdictions have historically asked for and come to expect a measurement of the impact a rate increase proposal would have on residents' waste collection bills, referred to as "curbside impact." To fill this need, DNRP created a curbside impact measure that generates an average monthly curbside impact for all residents in the County's service area, based on amount of garbage generated by a typical household. It will not match the actual curbside impact in any given city because all cities have different starting rates and distribute the disposal costs across their customer bases differently. However, it should be accurate in the aggregate across the entire Solid Waste Division (SWD, or the division) service area. In addition, the division has gathered rate data and modeled the impact in different jurisdictions for the most common can size: the 32/35-gallon cart. This provides more context for the potential variability of impacts across the service areas.

The curbside impact to customers varies considerably between cart sizes and collection contract/ Washington Utilities and Transportation Commission (UTC)-service areas. To model the potential impact, the division gathered rate data across the service area for the most common residential can size: the 32/35-gallon cart. The amount attributable to the disposal portion of the monthly service cost was not available for all contracts and the UTC areas. The division compiled the most recent available contract data and found that, on average, 26 percent of the cost was attributable to the disposal fee. This factor was then used across the monthly service cost to estimate the monthly increase. **On average, a 32/35-gallon cart customer would be expected to see a $0.73 increase per month due to the proposed 2027 rate increase.**

Figure 1 below shows a breakdown of the curbside impact by jurisdiction.
Figures 2 and 3 provide more information on our estimation methodology.

Figure 1. Impact of the Proposed Rate Increase on Monthly Solid Waste Service Fees



*Seattle 2026 increase includes both service and disposal fee components.

Figure 2. Key to City Disposal Rate Estimation Methods

Estimation Method	
City disposal percentage is based on the current year rate sheet.	1
City disposal percentage is based on the most recent past-year rate sheet disposal component out of total rate. This percentage is then applied to published current-year rates to calculate the current disposal component.	2
City disposal percentage is based on the average disposal percentage across all current-year and recent past year, for available City and UTC rate sheets. This percentage is then applied to published current-year rates to calculate the current disposal component.	3

City disposal percentage is based on most recent past-year rate model. This percentage is then applied to published current-year rates to calculate the current disposal component.	4
Unincorporated King County (UKC) disposal percentage is estimated as the hauler cost of disposal out of total hauler costs, as outlined in Rate Case Sheets. Defaults to average disposal percentage when recent estimated costs are unavailable. This percentage is then applied to published current-year rates to calculate the current disposal component.	5
Provided for comparison.	6

Figure 3. 32/35 Gallon Service Rates and Disposal Component Estimation Method

See Figure 3 for key to estimation method

City	2025 Estimated Monthly Cost	2025 Estimated Disposal Component	Estimation Method Used
Algona	$37.17	$9.03	3
Auburn	$30.59	$7.43	3
Beaux Arts	$19.31	$7.03	5
Bellevue	$31.25	$7.58	1
Black Diamond	$23.28	$3.17	5
Bothell	$22.64	$5.92	2
Burien	$31.14	$6.52	2
Carnation	$35.97	$8.74	3
Clyde Hill	$21.59	$5.24	3
Covington	$26.27	$8.69	4
Des Moines	$30.66	$6.98	2
Duvall	$37.53	$9.12	3
Enumclaw	$38.40	$9.33	3
Federal Way	$26.90	$6.53	3
Hunts Point	$19.31	$7.03	5
Issaquah	$39.55	$7.33	2
Kenmore	$19.31	$7.03	5
Kent	$25.94	$8.02	2
Kirkland	$49.70	$12.07	3
Lake Forest Park	$39.02	$9.48	3
Maple Valley	$18.86	$5.77	2
Medina	$19.31	$7.03	5
Mercer Island	$36.64	$6.16	2

Newcastle	$48.41	$11.76	3
Normandy Park	$28.18	$8.83	2
North Bend	$54.89	$8.50	2
Pacific	$36.50	$8.87	3
Redmond	$22.76	$8.47	4
Renton	$30.19	$6.72	4
Sammamish	$50.21	$8.26	1
SeaTac	$23.63	$5.74	3
Shoreline	$33.52	$6.27	2
Snoqualmie	$35.07	$6.98	2
Tukwila	$21.97	$6.34	2
UKC - North (Republic of Bellevue)	$19.31	$7.03	5
UKC - North (WM - Northwest)	$23.18	$5.63	5
UKC - South (Republic of Kent)	$23.28	$3.17	5
UKC - South (WM - Seattle)	$25.64	$6.23	5
UKC - South (WM - South Sound)	$25.64	$6.23	5
UKC - Vashon	$18.24	$4.43	5
Woodinville	$23.18	$5.63	5
Yarrow Point	$19.31	$7.03	5
Seattle	$45.05	-	6

Cash Flow through 2032

	Budget	Proposed	Forecast				
Revenues	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Beginning Fund Balance (4040)	$19,000,000	$19,168,921	$25,985,211	$29,846,238	$34,587,380	$33,283,468	$30,415,724
Disposal Revenue	$161,627,280	$179,177,046	$191,818,182	$205,549,033	$215,849,788	$229,882,968	$245,055,991
FAC	$26,838,510	$29,119,783	$31,594,965	$34,280,537	$37,194,383	$40,355,905	$43,786,157
CHRGE Revenue	$28,537,339	$25,268,247	$26,185,383	$26,529,889	$23,941,123	$22,452,370	$21,554,757
All Other Revenue	$13,114,691	$13,211,438	$13,363,018	$13,519,996	$13,682,567	$13,850,933	$14,025,303
Total Revenues	**$230,117,820**	**$246,776,514**	**$262,961,548**	**$279,879,455**	**$290,667,861**	**$306,542,176**	**$324,422,208**
Expenditures							
SWD Operating Expenditures	$163,389,569	$166,629,593	$174,217,417	$180,913,143	$187,866,306	$195,086,806	$202,584,924
Debt Service	$40,220,707	$45,716,110	$52,229,681	$59,277,007	$66,552,452	$74,034,156	$78,595,659
Fund 3901 Construction Transfer	$5,328,037	$5,328,037	$7,000,000	$7,245,000	$7,498,575	$7,761,025	$8,032,661
Fund 3910 Landfill Reserve Transfer	$15,010,586	$16,286,485	$17,988,423	$19,868,213	$21,944,441	$24,237,635	$26,770,468
Fund 3810 Capital Equipment Recovery Transfer	$5,500,000	$5,500,000	$5,665,000	$5,834,950	$6,009,999	$6,190,298	$6,376,007
Fund 1040 Landfill Post-Closure Maintenance Transfer	$500,000	$500,000	$2,000,000	$2,000,000	$2,100,000	$2,100,000	$2,163,000
Total Expenditures	**$229,948,899**	**$239,960,225**	**$259,100,520**	**$275,138,313**	**$291,971,773**	**$309,409,921**	**$324,522,719**
Ending Fund Balance	**$19,168,921**	**$25,985,211**	**$29,846,238**	**$34,587,380**	**$33,283,468**	**$30,415,724**	**$30,315,212**
30 Day Operating Reserve	$19,162,408	$19,996,685	$21,591,710	$22,928,193	$24,330,981	$25,784,160	$27,043,560
Recession Reserve	$6,513	$5,988,525	$8,254,528	$11,659,187	$8,952,487	$4,631,564	$3,271,652

Rate Methodology

The solid waste rate model seeks to balance expenditures and reserve requirements with anticipated revenues. The ending fund balance can be carried over from prior years to smooth out demands on revenues from one biennium to the next.[1] Descriptions of each of the major components of the rate model are provided below.

Expenditures

Expenditures – funds the Solid Waste Division (SWD) spends to provide public services – are divided into three major categories: operating expenditure, capital expenditures, and fund transfers.

Operating Expenses

Projected spending levels for existing operations are calculated by reviewing the current adopted biennial budget and actual spending levels for the biennium. As part of the rate development process, SWD identifies the need for new or additional services across each section of the division. Once new programs or bodies of work to meet County goals are identified, they are evaluated and prioritized based on whether they meet a regulatory mandate, their cost, and environmental and social justice impacts.

Capital Expenditures

Solid waste capital projects and post-closure obligations at the landfill are funded through direct cash transfers to capital funds or by using bond funding to raise revenue. The Department of Natural Resources and Parks (DNRP) has three capital funds: the solid waste capital improvement fund (CIP), the solid waste capital equipment replacement program fund (CERP), and the landfill reserve fund (LRF).

Construction Fund Transfer

Funding is transferred from the operating fund to the construction fund to pay for small capital projects when bond financing is not the appropriate funding instrument. The transfer amount is evaluated by DNRP during each rate-setting process.

CERP Fund Transfer

DNRP develops an annual spending plan, the CERP, to address solid waste equipment replacement needs over the rate-setting period and the two subsequent biennia. The transfer rate is calculated to provide the necessary funding for the planned spending above the required reserve amount.

LRF Transfer

The LRF transfer amount is calculated on a per-ton basis. Key variables include the tonnage forecast, the estimated date that Cedar Hills Regional Landfill (CHRLF) reaches capacity, and the projected cost for post-closure activities. Traditionally, new landfill development and closure projects were cash-funded from the LRF. Given the desire to keep rates low and the projected cost of planned development of Area 9, it became apparent that debt-financing these projects (instead of cash financing them) would provide significant relief to rate payers.[2] King County Code 4A.200.390, which governs the LRF, was updated in 2020 to explicitly allow bond proceeds to fund these projects.

Debt Service

DNRP annually reviews its CIP to update planned spending on existing projects and decide what other projects are needed. The cash flows are then multiplied by an accomplishment rate, and these amounts are used to project the needed bond issuances to estimate the cost of debt service over the next six years.[3] The projected amount of new debt service is added to the scheduled debt service to arrive at an estimated expenditure in the rate model.

Reserve Requirements

DNRP has three financial reserves: the Rainy Day Reserve, the Recession Reserve, and the Rate Stabilization Reserve.

Rainy Day Reserve

King County Comprehensive Financial Management Policies require that operating funds include a Rainy Day Reserve sufficient to cover operating expenditures for up to 60 days but no less than 30 days.[4] The department has set this reserve amount equal to 30 days of operating expenditures.

Recession Reserve

In case of a recession, this reserve provides a buffer for the rate to protect the rate payers from the financial impacts of falling tonnage so that customers are not faced with major rate increases during a recession. It is set at five percent of annual disposal revenue. In years with a recession, this fund is intended to be drawn down by no more than 50 percent per year. After the recession has ended, the fund is gradually refilled over a five-year period.[5]

Rate Stabilization Reserve

The Rate Stabilization Reserve allows for ending fund balances to be carried over between budget periods, which, when utilized, can help smooth revenue demands over time. This creates a more predictable path for rate payers. For example, when a department spends less than it collects in a given year, it can carry that savings over into future years through the Rate Stabilization Reserve. This reserve can be used to cover costs in future years and reduce the impact of cost increases in future years, helping to keep rates from spiking from one year to the next.

Revenues

Typically, about 90 percent of the solid waste program’s revenue has come from a combination of disposal fees and the fixed annual charge (FAC). Other sources of revenue include the sale of gas collected at the CHRLF; rental income from real property owned by the department; a fee from construction and demolition waste collected at third-party recycling facilities; and the commodity value of recyclables collected at the stations. DNRP also receives reimbursement income from the Hazardous Waste Management Program in exchange for providing household hazardous waste collection services. Miscellaneous sources of revenue include various grants, interest earnings, and other small-dollar sources.

Disposal and Recycling Fees

Disposal and recycling fees are collected on a per-ton and per-item basis, depending on the material. The projected revenues for these sources are calculated using the tonnage forecast. The rate model is used to determine the revenue requirement and fee schedule needed to balance the expenditure and reserve requirements once all other revenue sources are incorporated into the model.

Per-Ton Fees

- **Commercial Fee.** The per-ton fee charged to customers disposing of municipal solid waste (MSW) at transfer facilities and to curbside collection vehicles at the CHRLF. Until 2024, the basic fee was charged to both commercial and self-haul customers. However, since the 2024 implementation of the rate restructure and its FAC, the basic fee was split into the commercial tipping fee and the self-haul fee.
- **Fixed Annual Charge (FAC).** Beginning in 2024, the fee charged to each of the primary curbside collection haulers based on the share of total tons brought in from each of their service areas. The FAC is based on the share of the cost of non-disposal activities allocated to the commercial solid waste hauler customer class.
- **Self-Haul Fee.** The per-ton fee charged to customers disposing of MSW at transfer facilities. The minimum fee that a customer would pay is equivalent to 320 pounds. Until 2024, the basic fee was charged to both commercial and self-haul customers. However, in 2024, upon the implementation of the rate restructure and its FAC, the basic fee was split into the commercial tipping fee and the self-haul fee. Since the FAC is not collected from self-haul customers, the self-haul tipping fee is higher than the commercial tipping fee.
- **Regional Direct Fee.** A discounted fee charged to commercial collection companies that haul solid waste to CHRLF in transfer trailers from their own transfer stations and processing facilities, thus bypassing County transfer stations. This fee is set at 85 percent of the self-haul rate.[6]
- **Special Waste Fee.** The fee charged for certain materials that require special handling, record keeping, or both, such as asbestos-containing materials and contaminated soil. This fee is set at 120 percent of the self-haul rate.
- **Yard Waste and Clean Wood Waste.** A fee for separated yard waste and clean wood delivered to facilities that have separate collection areas for these materials.

Per-Item Fees

- **CFC Appliances.** Appliances with CFCs, such as refrigerators, are charged on a per-item basis.
- **Mattresses.** Mattresses, box springs, and other mattress-like items are charged on a per-item basis.
- **Unsecured Loads.** Customers that arrive at the division's stations with unsecured loads are charged a fee.

Cleanup LIFT
For self-haul customers, the County offers a discount for low-income individuals on their transactions if they can provide an ORCA LIFT, Electronic Benefits Transfer card (often referred to as an EBT card), or Medicaid card.

Other Revenue

Sale of Landfill Natural Gas
Methane, which is a natural byproduct of the decomposition of waste, is captured at CHRLF and converted to pipeline-quality natural gas at the Cedar Hills Renewable Gas to Energy (CHRGE) facility located at the landfill. The processed gas has value as both a commodity that can displace the use of conventional fossil fuels and an environmental attribute, which monetizes the environmental benefits of the gas.

Rental Income
DNRP receives revenue from a variety of rental properties. The rent from the schedule for each lease is modelled and properties that are near the end of their lease terms are re-evaluated for income potential.

Construction and Demolition (C&D) Fee
DNRP collects a small fee from each ton of construction and demolition (C&D) waste collected at third-party sorting and reclamation facilities. This revenue funds the cost of administering the C&D recycling program.

Moderate-Risk Waste Reimbursement Expense
DNRP receives reimbursement income from the Hazardous Waste Management Program in exchange for providing household hazardous waste collection services.

Recyclable Materials Proceeds
Recycling materials collected at the transfer stations are sent to materials processing facilities, and DNRP pays for hauling costs and processing. The department then receives the commodity value of the processed material as revenue. After China implemented a policy that effectively banned the importation of recyclable materials, values for many common materials fell precipitously. Thus, the proceeds from the sale of recyclable material are projected to be a declining revenue source for the department.

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[1] A fund is a financial accounting unit used to control and monitor the planned use of resources, usually with a specific scope and often in compliance with legal and administrative requirements. Ending fund balance, or fund balance, refers to the amount of money left in a fund at the end of an operating period. In this document, it refers to a calendar year or biennium.
[2] While cash funding projects is less expensive overall due to no interest cost, debt financing spreads those costs over time, so the rate does not have to increase sharply for a few years to cash-fund expensive projects like transfer stations or new landfill cells. By employing bond financing in place of cash financing (where permitted), rates are kept lower in the near term.
[3] The capital accomplishment rate is how much of the forecasted project cost was spent in a given year. For example, if one forecasts spending $100 million in a year but only spends $85 million, the accomplishment rate for that project for that year is 85 percent. Assuming an accomplishment rate below 100 percent means the rate

model will forecast that less debt will need to be issued (in this example, 15 percent less), the resulting debt service payments—and, by extension, the rate—will be lower.

[4] Financial Management Polices

[5] Per King County Comprehensive Management Policies

[6] The new rate restructure for commercial revenues creates a challenge when comparing pre-restructure rates to the new format. To do so, the restructured commercial fee and the FAC can be combined to create a rate value called the composite commercial rate (CCR), which can then be compared directly with the pre-restructure basic fee. The CCR is used solely to facilitate equal comparisons between pre-restructure rates with rates under the new structure; it is not for billing customers.

Tonnage Forecast Through 2031

The rate proposal was developed using a forecast of the amount of waste that will be disposed of at SWD facilities during the rate period. The forecast relies on established statistical relationships between waste being disposed of and some economic and demographic variables that affect it—namely population, employment, and consumption.[i] Additional adjustments are made based on policy action expected impact on tonnage, primarily related to recovery programs (Re+), and statewide legislation.

Year	Type	Transfer Station Tons	Other Waste	Regional Direct	Special Waste	Yard Waste
2017	Actual	895,672	19,898	12,161	3,446	21,966
2018	Actual	849,506	18,336	17,039	3,632	19,150
2019	Actual	840,878	17,422	7,542	2,690	22,739
2020	Actual	813,703	21,390	32,553	1,504	23,583
2021	Actual	827,211	22,792	24,736	2,130	24,838
2022	Actual	821,860	25,578	15,730	1,988	23,588
2023	Actual	798,765	30,521	3,741	2,206	17,780
2024	Actual	797,128	29,718	10,81	1,950	19,016
2025	Actual	779,059	43,954	7,529	3,146	19,491
2026	Forecast	784,582	36,100	11,100	3,400	19,300
2027	Forecast	773,162	36,100	11,100	3,400	19,300
2028	Forecast	761,413	36,100	11,100	3,400	19,300
2029	Forecast	750,616	36,100	11,100	3,400	19,300
2030	Forecast	721,861	36,100	11,100	3,400	19,300
2031	Forecast	705,775	36,100	11,100	3,400	19,300

[i] Consumption measured in dollars spent for retail sales, excluding automobiles.

2027 Service Disruption Credit

In 2026, the Solid Waste Division (SWD) implemented a reduced fee schedule for commercial haulers that comes into effect when there are unanticipated closures of two or more transfer stations. This reduced fee schedule was developed in collaboration with hauler partners.

During the 2027 rate development process, commercial hauler representatives on the Solid Waste Advisory Committee provided feedback on the current reduced fee structure, expressing dissatisfaction that there was no fee reduction in the case of an unanticipated closure of one transfer station. They also expressed concern that fee reductions only applied if SWD redirected haulers to the Cedar Hills Regional Landfill, and not when they were redirected to another transfer station.

To address these concerns, SWD is proposing an alternative structure to provide fee relief in the event of the unanticipated closure of one transfer station in 2027, while maintaining fee relief for unanticipated closures of two or more transfer stations in alignment with the 2026 status quo. To receive the credits outlined in the 2027 rate proposal, commercial haulers must submit scale ticket documentation to SWD within five business days following the resumption of normal transfer station operations. See Table 1 for the 2026 (status quo) and 2027 service disruption rate proposal.

Table 1. Service Disruption Credits

	2026 (Status Quo)	2027 Proposed
When one transfer station experiences an unexpected closure longer than 24 hours	• No reduced rate	• $20 dollars per ton credit **Applies when haulers are redirected to either another transfer station or Cedar Hills Regional Landfill*
When two or more transfer stations experience an unexpected closure longer than 24 hours	1-day: $125/ton 2-day: $100/ton 3+-day: $75/ton **Applies only when haulers are redirected to Cedar Hills Regional Landfill*	1-day: $70 per ton credit 2-day: $94 per ton credit 3+-day: $120 per ton credit **Applies when haulers are redirected to either another transfer station or Cedar Hills Regional Landfill*

Metropolitan King County Council
Revised Staff Report

Committee:	Budget and Fiscal Management Committee		
Agenda Item:	6	Analysts:	Terra Rose April Sanders
Proposed No.:	2026-0160	Meeting Date:	August 26, 2026

COMMITTEE ACTION

Proposed Substitute Ordinance 2026-0160.2, which would increase the disposal fees at County solid waste facilities and modify how fees are reduced during unanticipated facility closures, passed out of committee on August 26, 2026, without a recommendation. The Proposed Ordinance was amended in committee with Amendment 1, which made technical corrections, such as fixing a drafting error, adding omitted punctuation in the base code, making terminology consistent throughout the ordinance, and other corrections.

OVERVIEW

TOPIC: Proposed Ordinance 2026-0160 would increase the disposal fees at County solid waste facilities for solid waste and other materials and modify how fees are reduced during unanticipated facility closures.

LEGISLATION SUMMARY

Proposed Ordinance 2026-0160 would, effective January 1, 2027, increase:

- Fees to accept solid waste, yard and clean wood waste, major appliances with refrigerants, mattresses, and special wastes by between 8% and 9% depending on the material;
- The amount of the Fixed-Annual Charge from approximately $26.8 million to $29.1 million, an increase of 8.5%; and
- The low-income discount from $20.00 to $22.00 per entry.

Additionally, the proposed ordinance would modify how fees are reduced for haulers during unanticipated facility closures.

The narrative accompanying the proposed ordinance indicates that the increases are necessary to support the rising costs of providing essential solid waste services and meeting legal and regulatory requirements, as well as providing for the Solid Waste Division's planned capital infrastructure projects. However, the fee narrative also notes that the Division has taken actions to control costs by limiting increases in existing operating expenses beyond inflation and deferring the Permanent Facility Relocation capital project to a later date.

The committee was first briefed on July 22, 2026, and updates to the July staff report are denoted by blue font.

KEY ISSUES FROM THE ANALYSIS

A. Only minimal planning costs are assumed in the rate model through 2032 for certain capital projects that are expected to be needed or that support direction provided in the last Comprehensive Solid Waste Management Plan. Executive staff have confirmed that, outside of some minimal planning costs, costs are not assumed in the rate model covering 2027 through 2032 for the following projects: the next disposal method for when the Cedar Hills landfill closes, the Permanent Facilities Relocation project, and the Northeast Recycling and Transfer Station. While the majority of the costs for the above projects may not be incurred during the rate model planning window, it is unclear how assuming only minimal costs now may impact the rates in 2032 and beyond when the projects are fully budgeted, and whether this may result in a significant rate spike.

B. Proposed modifications to the unanticipated facility closure reduced fee program represent policy choices. The proposed ordinance would make a series of changes to the unanticipated facility closure program, such as shifting from a reduced fee at the scale house to an after-the-fact credit system where solid waste collection entities (largely the major haulers) would be responsible with providing documentation to the Solid Waste Division. The proposed changes represent policy choices.

AMENDMENTS

- Amendment 1 would make technical corrections, such as fixing a drafting error, adding omitted punctuation in the base code, making terminology consistent throughout the ordinance, and other corrections.

BACKGROUND & TIMING CONSIDERATIONS

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Regional Solid Waste System. The King County Solid Waste Division (SWD; Division) is responsible for providing solid waste planning, management, transfer, and disposal services through 2040 for the unincorporated areas and the 37 partner cities[1] that have signed interlocal agreements, a service area that includes approximately 1.5 million

[1] All cities in King County except Seattle and Milton participate in the County's regional system.

people. SWD operates eight transfer stations and two drop boxes distributed throughout the region, the Cedar Hills Regional Landfill located in unincorporated Maple Valley, as well as waste prevention and recycling programs.

The County receives solid waste at its transfer stations and drop boxes from haulers and self-haul customers. These waste loads are consolidated, transferred onto trailers, and transported by truck by the County to the Cedar Hills Regional Landfill, which is the only operating landfill in the county.

Long-Term System Planning. The County's solid waste system is currently in a period of transformation from one focused on disposal of materials to a system with greater emphasis on waste reduction, recovery, and recycling. In 2022, SWD released the Re+ Strategic Plan,[2] which describes the County's approach to meeting its adopted goal to achieve zero waste of resources[3] by 2030 through maximum feasible and cost-effective prevention, reuse, and reduction of solid waste being landfilled and going to other processing facilities.

Concurrently with its efforts toward zero waste (rebranded as "Re+"), SWD is in the middle of significant efforts related to current and future system planning, including:

- Modernizing its transfer facilities, some of which are from the 1960s;
- Further developing the Cedar Hills landfill for additional capacity in accordance with the adopted 2019 Comprehensive Solid Waste Management Plan;[4] and
- In conjunction with the partner cities evaluating options for and determining the next disposal method to be used when the Cedar Hills landfill reaches capacity, which has been projected between 2037 and 2046.[5] Options being considered include waste export by rail to an out-of-county landfill, construction of a waste-to-energy facility to manage the system's waste, and a hybrid approach where a portion of the waste is directed to a waste-to-energy facility and the remainder is exported by rail.[6] It is expected that the selected method will be included in an updated Comprehensive Solid Waste Management Plan, which Executive staff anticipate transmitting to the Council in 2029.

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[2] Re+ Strategic Plan: Reimagining a waste-free King County [Link]
[3] K.C.C. 10.14.020. Further, "zero waste of resources" is defined in Code as a planning principle and framework designated to eliminate the disposal of materials with economic value through reuse, recycling, or both."
[4] Ordinance 18893
[5] Cedar Hills Regional Landfill 2020 Site Development Plan and Facility Relocation Final Environmental Impact Statement [Link]
[6] July Metropolitan Solid Waste Management Advisory Committee meeting

These elements of solid waste planning can influence future solid waste fees in a number of ways. Successful implementation of Re+ efforts could reduce the annual tons of waste that is landfilled, as well as the revenue associated with those tons, which could put an upward pressure on fees. Additionally, depending on what long-term disposal option is selected, the County and regional system may need to incur additional capital and operating costs related to the chosen method, which also could put upward pressure on future fees.

Solid Waste System Revenues. Executive staff indicate that about 90% of SWD's revenue comes from disposal fees and the Fixed-Annual Charge, both of which are further described below. Other sources of revenue supporting the solid waste system include the sale of landfill gas collected and processed at the Cedar Hills landfill; rental income from property owned by the Division; a surcharge on construction and demolition waste disposal at designated non-County facilities; the commodity value of recyclables collected at County solid waste facilities; as well as grants and interest earnings.

Disposal Fees. Disposal fees are approved by the Council and vary based on:

- The type of material -- such as solid waste, yard waste, appliances;
- The type of customer vehicle -- "fixed-rate vehicles," such as a hatchback or sedan, pay a flat fee independent of the amount disposed and other vehicles like a hauler's collection vehicle or an SUV pay a per-ton fee; and
- Whether the facility receiving the material has a scale.

When a per-ton-rate vehicle disposes of less than 320 pounds of solid waste or yard/wood waste, a minimum fee applies. This minimum fee has historically been equal to the flat fee charged to fixed-rate vehicles.

The current fees were approved in 2025 and went into effect on January 1, 2026.[7]

Revenue Restructure and the Fixed-Annual Charge. In 2022, the Council approved changes to how fees were collected from certain customers and these changes were proposed by the Executive to improve revenue stability and predictability in times of volatility, such as in the case of tonnage declines during a recession or with successful waste reduction and recycling efforts.[8]

Prior to the restructure, haulers paid the same per-ton fee for solid waste disposal as self-haulers. This meant that a significant portion of the Division's revenues were directly tied to the annual waste tons received by the County, which can fluctuate depending on

[7] Ordinance 19970
[8] Ordinance 19413

population growth, economic activity, and waste prevention and recycling efforts, among other factors.

The revenue restructure made the following changes:

1. Reduced the per-ton fee paid by "solid waste collection entities" to be less than the fee paid by self-haul customers. Solid waste collection entities are predominantly haulers serving cities and the unincorporated areas under contract or certificate.
2. Introduced the Fixed-Annual Charge (FAC), which is the fixed dollar amount that SWD will collect each year from the system's "billing entities" independent of tonnage received by the system. The billing entities -- either the haulers or the cities, whichever bills customers directly -- pay a proportionate share of the FAC based on the tonnage from the billing entity's service area compared to the systemwide tonnage. For example, if Republic Services is the billing entity for the Bellevue service area and Bellevue customers generated 10% of all commercially hauled tons countywide in the most recent calendar year for which data is available, Republic Services would be billed 10% of the FAC. Executive staff indicate that how a billing entity's share of the FAC is passed onto their customers is determined by the hauler and city through their collection contracts.

The FAC in 2026 is approximately $26.8 million.

One-Year Fee Proposal. SWD has historically proposed fee increases on a biennial cycle, typically with two one-year increases in a single ordinance. However, last year SWD, in consultation with the advisory committees, proposed a single year fee increase covering 2026 and noted this was to give the Division an opportunity to reprioritize and sequence capital investments and evaluate potential cost saving measures.

While Council-adopted fees do not expire and are in place until a new fee is adopted and effective, Executive staff expect to return to the biennial cycle next year.

Timing Considerations. For the proposed fees to go into effect on January 1, 2027, the Council would have to act prior to September 30 to allow for the 90-day notice to the state required by the Washington Utilities and Transportation Commission (WUTC). However, Executive staff are seeking Council action on the proposed ordinance in early September to allow the Division to communicate the final fee amounts to haulers and cities so that they can incorporate the new amounts into their billing and other systems, as well as notify the WUTC.

Further, because the proposed ordinance would establish fees, a 10-day advertising period is required. Therefore, the legislation could not be expedited to full Council should it be voted out of committee.

ANALYSIS

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Proposed Ordinance 2026-0160 would, effective January 1, 2027, increase:

- Fees to accept solid waste, yard and clean wood waste, major appliances with refrigerants, mattresses, and special wastes by between 8% and 9% depending on the material and as summarized in Figures 1, 2, 3, and 4;
- The amount of the FAC from approximately $26.8 million to $29.1 million, an increase of 8.5%; and
- The low-income discount from $20.00 to $22.00 per entry.

Additionally, the proposed ordinance would modify how fees are reduced for haulers during unanticipated facility closures.

According to the fee narrative (Attachment A to the proposed ordinance), the increases are necessary to support the rising costs of providing essential solid waste services and meeting legal and regulatory requirements, as well as providing for the Division's planned capital infrastructure projects. Executive staff indicate that inflation and higher borrowing costs due to higher interest rates are impacting both the cost of operations and capital spending and also resulting in a lower tonnage forecast than previously projected.

However, the fee narrative also notes that the Division has taken actions to control costs by limiting increases in existing operating expenses beyond inflation and deferring the Permanent Facility Relocation project to a later date. This project would build a new permanent maintenance facility to replace structures at the landfill that will be demolished to expand landfill capacity. Additionally, the fee narrative notes that the revenues from the sale of processed landfill gas collected at the landfill is helping to offset fee increases.

Proposed Increases. Figures 1, 2, 3, and 4 summarize the current and proposed fees to dispose of solid waste and other materials.[9] According to the fiscal note, the proposed increases in fees and the FAC are projected to result in an additional $16.3 million in revenues relative to the current fees.

Figure 1. Current and Proposed Fees at Facilities WITH SCALES

(not including the Cedar Hills Landfill)

Material Type	Customer Type	Current 2026 Fee	Proposed 2027 Fee	Fee Unit	% Change
Solid Waste	Fixed-rate vehicles	$36.69	$39.76	per entry	8.4%

[9] Shown pre-tax and without the moderate-risk waste surcharge that funds hazardous waste programs throughout the county.

	e.g., hatchback or sedan				
	Solid waste collection entity per-ton-rate vehicles e.g., contract haulers, certificated haulers	$179.18	$194.00	per ton	8.3%
	Self-hauler per-ton-rate vehicles e.g., SUVs, trucks	$229.29	$249.00	per ton	8.6%
	Minimum fee (<320 lbs.)	$36.69	$39.76	per vehicle	8.4%
	Charitable organizations	$176.55	$192.04	per ton	8.8%
	Charitable organizations - minimum fee (<320 lbs.)	$28.25	$30.83	per entry	9.1%
Yard Waste / Clean Wood Waste	Fixed-rate vehicles	$20.70	$22.50	per entry	8.7%
	Per-ton-rate vehicles	$129.38	$140.50	per ton	8.6%
	Minimum	$20.70	$22.50	per vehicle	8.7%
Appliances w/ Refrigerants	All customer types	$30.00	$32.50	per unit	8.3%
Mattress Disposal[10]	All customer types	$30.00	$32.50	per unit	8.3%

Figure 2. Current and Proposed Fees at Facilities WITHOUT SCALES

Material Type	Customer Type	Current 2026 Fee	Proposed 2027 Fee	Fee Unit	% Change
Solid Waste	Fixed-rate vehicles	$36.69	$39.76	per entry	8.4%
	Per-ton-rate vehicles (Compacted waste)	$66.49	$72.35	per cubic yard	8.8%
	Per-ton-rate vehicles (Uncompacted waste)	$38.98	$42.42	per cubic yard	8.8%
	Minimum fee	$36.69	$39.76	per entry	8.4%
Yard Waste / Clean Wood Waste	Fixed-rate vehicles	$20.70	$22.50	per entry	8.7%
	Per-ton-rate vehicles (Compacted waste)	$37.52	$40.75	per cubic yard	8.6%
	Per-ton-rate vehicles (Uncompacted waste)	$21.99	$24.00	per cubic yard	9.1%
	Minimum fee	$20.70	$22.50	per vehicle	8.7%

[10] Applies to the Algona, Cedar Falls, Houghton, and Renton facilities. The Bow Lake, Enumclaw, Factoria, Shoreline, and Vashon facilities offer mattress recycling for $30.00 per item.

Figure 3. Current and Proposed Fees at the Cedar Hills Landfill

Material Type	Customer Type	Current 2026 Fee	Proposed 2027 Fee	Fee Unit	% Change
Solid Waste	Regional direct[11]	$194.89	$211.00	per ton	8.2%
	Solid waste collection entity per-ton-rate vehicles	$179.18	$194.00	per ton	8.3%
Per-Ton Mattress	All customer types	$1,090.00	$1,182.00	per ton	8.4%

Solid Waste. As noted in Figure 1, the proposed ordinance would increase the fee at facilities with scales, excluding the landfill, for solid waste collection entities at facilities with scales to $194.00 per ton, self-haul customers to $249.00 per ton, and the minimum fee to $39.76 per vehicle.

According to the fee narrative, the average monthly curbside impact for all residents in the County's service area, after haulers pass along the increased disposal fee, is forecasted to be approximately $0.73 per month for a customer with a 32-gallon can size. However, because all cities have different starting rates and distribute the disposal costs across their customer bases differently, the forecasted impact will not match an actual customer impact in a given city, but it is expected to be accurate in the aggregate across the entire County service area.

Yard and Clean Wood Waste. The fee to accept yard and clean wood waste is proposed to increase to $140.50 per ton. Between 2011 and 2021, the fee for yard and clean wood waste remained unchanged at $75 per ton, at which point the Division proposed and the Council approved an increase to $100 per ton in 2022 and subsequent increases through 2026 to begin to bring the fee more in line with the costs to provide the service.

Special Waste. The proposed ordinance would increase the special waste fees for materials that require special handling, recordkeeping, or both, such as asbestos-containing materials and contaminated soil. The proposed increases are summarized in Figure 4.

[11] The regional direct fee is a discounted fee charged to haulers that haul solid waste to the Cedar Hills landfill from their own transfer stations and processing facilities, thus bypassing County transfer stations. In the past Executive staff have indicated that this tonnage is typically composed of nonrecyclable material removed from recyclables during processing.

Figure 4. Current and Proposed Special Waste Fees

Fee Type	Current 2026 Fee	Proposed 2027 Fee	Fee Unit	% Change
Special Waste	$275.14	$299.00	per ton	8.7%
Special Waste - Minimum	$44.02	$47.78	per entry	8.5%
Special Waste, Extra Handling	$321.01	$349.00	per ton	8.7%
Special Waste, Extra Handling - Minimum	$51.36	$55.98	per entry	9.0%

FAC. The proposed ordinance would increase the FAC from $26,838,510 to $29,119,783, an increase of 8.5%. For comparison, the increase between 2025 and 2026 was 12.5%. As noted previously, the FAC is the amount that SWD collects annually and cumulatively, independent of solid waste tonnage received into the system, from billing entities -- either commercial haulers or cities, depending on which entity bills curbside customers directly.

According to the fee narrative, the amount of the FAC is set to equal the haulers' portion of the non-disposal service costs, such as administrative expenses, regional planning, Re+ actions, and regulatory compliance. The fee narrative provides the following example: if the sum of all the Division's non-disposal costs totaled $100 million, and the hauler customer class usage was 30%, the FAC would be set at $30 million.

Executive staff indicate that how a billing entity's share of the FAC is passed onto their curbside customers is determined by the hauler and city through their collection contracts.

Proposed Low-Income Discount. The proposed ordinance would increase the low-income discount available to eligible self-haul customers at transfer stations, called Cleanup LIFT, from the current $20.00 to $22.00 per entry in 2027, which would be equivalent to roughly half of the minimum fee for solid waste transactions. The discount can be applied to disposal of solid waste, yard and clean wood waste, appliances, and mattresses. Qualified customers must live in households at or below 200% of the federal poverty level and qualify by presenting their ORCA LIFT card, Electronic Benefits Card (EBT card), or Medicaid card (ProviderOne) at the transfer station.

Additional Financial Information About Fee Increases. Following the discussion at the July committee meeting, Council staff requested additional information underlying the fee increase and the cost mitigation strategies undertaken by the SWD.

Increase Drivers. Executive staff provided the table in Figure 5 that shows the cost drivers of the proposed fee increase and the percentage of the total increase attributable to each category.

Figure 5. Cost Drivers of Fee Increases and Percentage Attribution

Cost Drivers	2026	2027	Change	% of Increase within Category	% of Total Rate Increase
SWD Operating Costs	$163,389,569	$166,629,593	$3,240,024	2.0%	30.7%
Debt Service to Support Capital Projects	$40,220,707	$45,716,110	$5,495,403	13.7%	52.1%
Transfer to Landfill Reserve Fund	$15,010,586	$16,816,290	$1,805,704	12.0%	17.1%
		Total	$10,541,131	-	100%

Executive staff indicate that the increase in operating costs reflects inflationary increases, as well as the addition of one new position to support capital project delivery in 2027 at an estimated cost of approximately $190,000 per year. Executive staff expect to request an additional six positions to support the capital program delivery as a part of the 2028-2029 Budget, at an annual cost of approximately $1.7 million.

The debt service increases, according to Executive staff, reflect completing construction of the South County Recycling and Transfer Station, conducting the most critical asset rehabilitation, continuing work on landfill development projects, and investments required by regulation, such as those related to leachate management and remediation. Executive staff indicate that regulatory-related projects comprise about 25% of total capital spending in 2027.

Executive staff explain that the increases in the transfer to the Landfill Reserve Fund reflect the need to support landfill closure projects, as well as save the money required by the state for post-closure maintenance and monitoring of the landfill.

Strategies to Lower Fee Amounts Relative to Prior Projections. Executive staff indicate SWD was able to lower the proposed fee levels relative to the projections in the last fee increase by the following efforts:

- Limiting operating spending to inflation and minimal personnel adds, as discussed in the prior subsection.

- Reducing debt service payments by deferring capital spending. Executive staff indicate that the two largest capital projects resequenced were the Permanent Facility Relocation project and the Northeast Recycling and Transfer Station, which is currently under negotiation as part of a SEPA appeals process. According to Executive staff, these two projects account for the majority of the difference in capital spending between the 2026 and 2027 rate proposals. In addition, Executive staff indicate that a few smaller projects, such as the Harbor Island Dock Repair and Vertical Wells project, the latter of which concerns the landfill gas collection system, were also deferred to the later years of the rate model to reduce pressure on the 2027 rate.

- Spending down reserves. Historically, SWD has maintained three types of operating reserves: 30-day operating reserve required by County financial policies; the Recession Reserve, which is set aside for when tonnage declines due to reduced economic activity and equal to 5% of projected disposal revenue; and the Rate Stabilization Reserve to help smooth out rate increases and with no target amount set. Executive staff indicate that the rate model supporting the proposed ordinance allows for fully funding the 30-day operating reserve and partial funding of the Recession Reserve in each year of the 6-year planning window. Executive staff do not forecast building sufficient fund balance to replenish the Rate Stabilization Reserve and it is currently depleted.

- Changing the rate mix. According to Executive staff, the 2026 rate proposal projected a 12% annual increase to the self-haul fee between 2028 and 2031, whereas the rate model underlying the proposed ordinance now projects an 8.5% annual increase. Executive staff note that, on the other hand, the 2026 rate proposal projected an 8% annual increase in the "commercial rate" referring to the solid waste collection entity per-ton-rate, compared to an 8.5% annual increase. Since commercial fees represent a larger portion of the Division's revenue compared to the self-haul fees, the reduction in self-haul revenue is partially offset by the increase in commercial revenue.

Executive staff also note that revenues from the landfill gas processing facility now under County ownership and operation have helped offset fee increases. According to Executive staff, as of June 2026, actual revenues from the sale of processed landfill gas and the associated environmental attributes total approximately $14.5 million. Executive staff indicate that the County has agreements in place to sell the majority of the environmental attributes for the remainder of 2026 and is working on securing contracts for the remaining environmental attributes. Overall, they further note that the market for processed gas and environmental attributes remain soft but revenues are in line with forecasted conditions and that operating expenses are also consistent with expectations.

Modifications to Unanticipated Facility Closure Reduced Fee Program. In the solid waste fee ordinance approved last year, the Council added language in King County Code that authorized the Department of Natural Resources and Parks Director to reduce the fee to deliver waste directly to the Cedar Hills landfill in the event of the closure of two or more transfer stations with fewer than five days' notice provided to haulers.[12] The reduced fee is scaled based on the duration of the closure with a $125 per ton fee for a one-day disruption, $100 per ton fee for two days, and $75 per ton for three or more days.

The proposed ordinance would make the following modifications:

- Instead of a reduced fee only at the Cedar Hills landfill, the Director would be authorized to apply a credit for loads delivered at the County-owned facilities to which King County reroutes haulers during a disruption. The credit would be granted only upon receipt of scale ticket documentation submitted to the Division within five business days following resumption of normal operations.
- Instead of being applicable only in the event of a closure of two or more transfer stations, a credit of $20.00 per ton would apply during the closure of a single transfer station for twenty-four hours or longer.
- The following credits would be used for the closure of two or more transfer stations based on the duration of the closure:
    - One-day disruption: $70.00 per ton;
    - Two-day disruption: $94.00 per ton; and
    - Three or more days of disruption: $120.00 per ton.

The fee narrative indicates that the proposed changes are to address concerns raised during the 2027 rate development process where commercial hauler representatives on the Solid Waste Advisory Committee expressed dissatisfaction that there was no fee reduction in the case of an unanticipated closure of one transfer station and that the reduction only applied to the landfill and not when they were redirected to another facility.

[12] Ordinance 19970

Council staff analysis related to these proposed changes is ongoing.

Additional Information on Proposed Changes. Executive staff indicate that the purpose of the shift from a reduced fee to a credit is to ease operational challenges with the status quo, but that the effective rates a hauler would pay are the same under both the status quo and proposed as illustrated in Figure 6.

Figure 6. Comparison in 2026 Reduced Fees and Proposed 2027 Credit

Length of Closure for 2+ Stations	2026 Reduced Fee	2027 Fee (reflecting proposed credit)
1-Day Closure	$125	$124
2-Day Closure	$100	$100
3+ Days of Closure	$75	$74

Executive staff indicate that they chose to maintain the disruption rates at 2026 levels and did not adjust them by the amount of the proposed fee increase of 8.5%.

According to Executive staff, this year through July 31, there were seven unanticipated closures ranging from less than 24 hours to 48 hours, but none that had any revenue impact.

Council staff inquired about how SWD selects which facilities are considered "reroute" facilities. Executive staff indicate that SWD determines the reroute facility or facilities based on the operational circumstances at the time of the closure, including the geographic location of the closed facility or facilities, available capacity at other facilities, traffic conditions, and operational constraints. Once SWD establishes which facilities are reroute facilities, Executive staff state that it is communicated directly to the affected solid waste collection entities through their standard notification process.

Executive staff confirmed that all solid waste collection entities visiting a designated reroute facility would be eligible for a credit even if they hadn't been rerouted from another facility. According to Executive staff, this recognizes that solid waste collection entities may face impacts at designated reroute facilities, such as longer wait times, and provides an administratively efficient process for SWD.

Future Outlook. SWD is forecasting annual fee increases of 8.5% per year for both haulers and self-haul customers through 2032.

The fee narrative indicates that the current fee proposal will allow the Division to maintain the 30-day operating reserve required by County policy but will not fully fund the Recession Reserve or the Rate Stabilization Reserve.

Based on the discussion at the July committee meeting, Council staff inquired about the potential impact on outyear rates should the Harbor Island property be sold for the as-is appraisal amount. Executive staff indicate that they are not able to determine the exact potential impact on future rates without knowing SWD's revenue from the sale, but that they have started initial planning discussion to identify and assess different options for using sale proceeds. According to Executive staff, as an example, if SWD received sale proceeds for the property in the $15 million range, this could allow for fully funding 30-day Operating and Recession Reserves and leave funding available for the Rate Stabilization Reserve. If these proceeds were received in 2027, after fully funding the Recession Reserve, SWD would project to have approximately $10.6 million available for rate stabilization that could be applied all at once to reduce the rate by a larger amount in a single year or in smaller increments to achieve smaller reductions in rate increases in more than one year.

Advisory Committee Involvement. Both the Metropolitan Solid Waste Advisory Committee, composed of city representatives, and the Solid Waste Advisory Committee, which is made up of representatives for a range of interests including haulers and environmental organizations, provided advisory notes (Attachments 5 and 6).

Key Issue A. Only minimal planning costs are assumed in the rate model through 2032 for certain capital projects that are expected to be needed or that support direction provided in the last Comprehensive Solid Waste Management Plan. Executive staff have confirmed that, outside of some minimal planning costs, costs are not assumed in the rate model covering 2027 through 2032 for the following projects: the next disposal method for when the Cedar Hills landfill closes, the Permanent Facilities Relocation project, and the Northeast Recycling and Transfer Station, each of which is discussed below:

- Next Disposal Method. Executive staff have historically indicated that there is a significant difference in estimated capital costs for the long-term disposal options being considered and because these costs would likely occur outside of the rate model planning window, they have not been assumed. While there may be variability in total cost, some costs are expected to be incurred.

- Permanent Facilities Relocation. Executive staff indicate that this project will be needed, but that siting of the permanent facilities should strategically align with the future disposal option's geographic location to maximize efficiency. As this decision is underway, Executive staff made the decision to defer the project and continue the temporary leased arrangement. Additionally, Executive staff state that the previously proposed footprint of the Permanent Maintenance Facility was partially located on an area of the landfill that is identified as a critical area and that the design and engineering required to mitigate the impacts drove the projected project costs significantly higher.

- Northeast Recycling and Transfer Station. As noted above, this project is delayed due to a SEPA appeal. The adopted Comprehensive Solid Waste Management Plan recommended building a new station and closing the Houghton station in Kirkland when complete.

While the majority of the costs for the above projects may not be incurred during the rate model planning window, it is unclear how assuming only minimal costs now may impact the rates in 2032 and beyond when the projects are fully budgeted. Should this produce a spike in rates, the timing may be challenging as it is expected that the interlocal agreements with the partner cities will have to be either renegotiated or extended prior to their expiration in 2040.

Key Issue B. Proposed modifications to the unanticipated facility closure reduced fee program represent policy choices. As noted above, the proposed ordinance would make the following changes to the unanticipated closure program:

- Shift from a reduced fee to an after-the-fact credit system where it is the responsibility of the solid waste collection entities to provide documentation within five days to the SWD;

- Instead of being limited to the Cedar Hills landfill under the status quo, the DNRP Director would be authorized to apply a credit at other County solid waste facilities designated as "reroute facilities";

- Allow a credit when a single transfer station is closed, as opposed to only when two or more facilities are closed under the status quo; and

- Allow all solid waste collection entities to receive the credit when visiting a "reroute facility" even if they were not rerouted from a different facility.

These represent policy decisions and the Council could choose to accept, reject, or modify what is proposed.

AMENDMENTS

↑ BACK TO TOP

The following amendments are publicly available as of the date of packet issuance and attached to this staff report. Additional amendments may be released prior to the committee meeting.

Amendment	Sponsor	Effect Statement
1 Technical Amendment	Lewis	Amendment 1 would make technical corrections, such as fixing a drafting error, adding omitted punctuation in the base code, making terminology consistent throughout the ordinance, and other corrections.

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0243.1 **Sponsors** Perry

AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and Joint Crafts Council – Construction Crafts - North Coast States Carpenters Union, representing Carpenter II employees in the department of local services and the department of executive services; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The memorandum of agreement negotiated by and between King County and Joint Crafts Council – Construction Crafts - North Coast States Regional Council of Carpenters, representing Carpenter II employees in the department of local services and the department of executive services, which is Attachment A to this ordinance; and establishing the effective date of said agreement.

SECTION 2. Terms and conditions of the agreement shall be effective on the first day of the first full pay period following the effective date of this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. Memorandum of Agreement by and Between King County and North Coast States Carpenters Union

Memorandum of Agreement
By and Between
King County
and
North Coast States Carpenters Union

Subject: Agreement on Wage Range Increase for Carpenter II Job Classification (PeopleSoft Job Code #811303)

The purpose of this Memorandum of Agreement by and between the North Coast Carpenters' Union ("Union") and King County ("County") is to increase the wage range for the Carpenter II job classification by two ranges from range 54 to range 56 to address market parity and internal compression.

Background:

1. The County and the Union are parties to a Collective Bargaining Agreement (CBA) effective January 1, 2026, through December 31, 2028. The parties are currently negotiating a successor agreement.

2. The parties met for successor contract negotiations beginning in 2025 through the spring of 2026 having reached agreement March of 2026. That agreement included a wage reopener for the Carpenters.

3. The parties met for wage negotiations in April, May, and June of 2026.

4. Ater reviewing market data for the comparable classifications and jurisdictions the parties agreed to address market disparity and internal compression issues for the Carpenter II job classification.

5. The Parties enter into this Memorandum of Agreement to finalize the terms of the wage reopener negotiation and adjust the wage range for the Carpenter II job classification range as specified below.

Having met and concluded negotiations the parties agree to the following terms:

Agreement:

1. Range Increase: Effective the first full pay period after this Agreement has been signed into law by the King County Executive, or as soon as administratively possible thereafter, the pay range for the Carpenter II Job Classification (PeopleSoft job code 811303) shall be increased from range 54 to range 56 on the King County Square Table.

2. Addendum A of CLA Appendix 350 shall be modified as follows:

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8100100	811103	Carpenter I	50	1-2-3-4-5*
8100300	811203	Carpenter I - Lead	53	1-2-3-4-5*
8100200	811303	Carpenter II	56	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

For King County:

DocuSigned by:
James Crowe
CC4A46B1BFB9463...

8/11/2026

James Crowe
Labor Relations Negotiator – Senior
King County Executive Office, Labor Relations

Date

For North Coast States Carpenters Union:

Signed by:
Ryan Hyke
C86DCD1EBB06483...

8/25/2026

Ryan Hyke
Union Representative

Date

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0244.1 **Sponsors** Perry

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse supervisors and managers in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse supervisors and managers in the department of public health and the department of adult and juvenile detention, which is Attachment A to this ordinance; and establishing the effective date of said agreement.

SECTION 2. Terms and conditions of the agreement shall be effective on January 1, 2026, through and including December 31, 2029.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. Agreement Between King County & WA State Nurses Assoc. Supervisors & Managers-Dept of Public Health-Public Health-Seattle & King County & Dept of Adult & Juvenile Detention

AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH - SEATTLE & KING COUNTY AND DEPARTMENT OF ADULT AND JUVENILE DETENTION

AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH - SEATTLE & KING COUNTY AND DEPARTMENT OF ADULT AND JUVENILE DETENTION

These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the Union) for all employees in the Department of Public Health - Seattle and King County and Department of Adult and Juvenile Detention (hereinafter referred to as County or the Department), defined by the classifications listed in Addendum A of this Agreement. This Agreement shall be subject to approval by Ordinance by the King County Council.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and the Department of Adult and Juvenile Detention and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the County and its employees including cooperation in reducing negative impacts to the County's equity and social justice goals. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 2: NONDISCRIMINATION

Section 2.1. Non-discrimination. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, marital status, pregnancy, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression.

Section 2.2. Avenue of Redress. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination or violations of this Article are a component, and not the sole alleged violation, may otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration, while remaining alleged violations may be advanced to arbitration.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES

Section 3.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all employees employed within the bargaining unit as defined by the classifications listed in Addendum A to this Agreement. This shall include all employment position types used by the County (e.g., Career Service, Term-Limited Temporary, and Short-Term Temporary).

Section 3.2. Union Membership. All employees covered under the terms of this Agreement may voluntarily join the Union as a member. The County agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any union or other employee organization.

Section 3.3. Payroll Deduction. Upon receipt of a written authorization individually signed by an employee voluntarily, the County shall deduct from the pay of such employee who has so authorized it the amount of dues and initiation fee or representational fees as certified by the Union and transmit the same to the Union by the tenth (10th) of the month following the payroll deduction date. The information will be provided in Excel, CSV or Tab Delimited format.

The County will refer all employee inquiries regarding dues deduction revocation to the Union. Employees may revoke their authorization for dues payroll deductions by written notice to the Union in accordance with the terms and conditions of their dues authorization form. Every effort will be made to discontinue dues payroll deductions not later than the second payroll period after the County receives written confirmation from the Union that the terms of an employee's authorization regarding dues deduction revocation have been met.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any deduction of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the deduction provision upon presentation of proper evidence thereof.

Section 3.4. Non-discrimination. No employee shall be discriminated against for any lawful Union activity, including serving on an Union committee or as local unit chairperson outside of scheduled working hours**.**

Section 3.5. Visitation. A representative of the Union may, after notifying the Department Official in charge who is outside of the bargaining unit, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Union representative shall limit their activities during such investigation to matters relating to this Agreement. Department work hours shall not be used by employees or the Representative of the Union for the conduct of Union business or the promotion of Union affairs.

Section 3.6. Bargaining Unit Roster. On a quarterly basis (i.e. during the months of January, April, July, and October) King County payroll will provide the Union a complete list of employees covered by this Agreement. The list will include first name, last name, job classification, FTE status, rate of pay, adjusted service date, home address, and telephone number for each employee. The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

In addition, the County will provide a monthly roster list of new hires into the bargaining unit, and also a list of terminations. The monthly roster list of new hires shall include first name, last name, work email address, job classification, department, division, FTE status, and rate of pay. The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

Section 3.7. New Employee Orientation. The local Union unit chairperson or designee will be allowed to meet during working hours for up to thirty (30) minutes with a newly hired bargaining unit employee within the new employee's first ninety (90) calendar days of employment per requirements in RCW 41.56.037, to provide information on the Union and the contract. Upon request by the Union, the County will allow a new employee time to meet with an Union representative within the first twelve (12) calendar days of employment.

Section 3.8. Paid Status for Negotiation Team Members. Each employee who participates in bargaining as part of the WSNA bargaining team during the respective employee's work hours shall remain on County paid status for no more than one hundred fifty (150) hours of County paid release time for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred fifty (150) hours, WSNA will be responsible for requesting additional paid status hours for its negotiation team members employed by the County.

Section 3.9. Public Records Requests. When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the County will provide the employee notice of the request in advance of the release date. If the County receives a public records request for personal information for the entire membership of the Union working for the County, the County shall notify the Union as soon as possible, and if possible, prior to the release of the information.

In response to a public records request made pursuant to RCW 42.56 for employee information, in accordance with RCW 42.56.250, the County will not release any information from personnel records and or public employment related records identified in RCW 42.56.250 about any employee including their residential address, residential phone numbers, personal phone numbers, personal email addresses, social security numbers, driver's license in response to a public records request.

Section 3.10. Bulletin Boards. The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted. Information concerning union elections are not considered political in nature for purpose of this Section.

Section 3.11. Electronic Devices. The County will permit the Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

Section 3.12. PAC Deductions. During the term of this Agreement, the County will deduct the sum specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with the County, the authorized form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly transmitted to the Union by a check separate from the dues deduction check payable to its order. Upon completed transmission of a check to WSNA, the County's responsibility shall cease with respect to such deductions. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts. The County agrees to direct all communications from nurses regarding payroll deduction to WSNA. The Union hereby undertakes to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that shall arise against the County for or on account of any such deductions made from the wages of such nurse.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1. The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and to direct the workforce except as may be limited by the express provisions of this Agreement. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees; recruiting, examining, evaluating, promoting, training, transferring employees consistent with Article 11, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying employee classifications; determining the method, materials, and tools to accomplish the work; establishing reasonable work rules; establishing the hours of work and changing work schedules consistent with Article 10; determining work locations; and the right to take whatever actions may be necessary to carry out the Department's mission in case of emergency. The County agrees to discharge any notice or bargaining obligations to the extent required by law.

Section 4.2. Delivery of services in the most efficient, effective and courteous manner is of paramount importance. As a consequence, the parties hereby recognize the Health Department's right to determine the methods, processes and means of providing service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change department equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

Section 4.3. The Union recognizes the County's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels and to measure the performance of each employee against the standards. In establishing new and/or revising existing performance standards, the County shall provide notice to the Union prior to implementation.

ARTICLE 5: CONFERENCE COMMITTEE

The County jointly with the elected representative of the Union covered by Addendum A of this Agreement shall establish a Supervisors' Conference Committee ("Conference Committee") to assist with mutual problems regarding supervisory issues, and for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

The function of the Conference Committee shall be limited to an advisory rather than a decision-making capacity. Such Committee shall meet as mutually agreed, and shall consist of representatives of the County and up to three employee representatives (excludes the WSNA representative). The Union representatives may attend meetings upon invitation or after giving prior notification to the Committee. When an issue is presented by the employee representatives at a Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of the Union within thirty (30) calendar days, the Union may reduce the substance of the issue to writing indicating that it had been discussed in the Committee, and thereafter forward the issue to the relevant Department Director and Chief Nurse Officer. After review by the relevant Director and Chief Nurse Officer, the Nursing Office shall offer a response in writing to the issue raised by the Union within thirty (30) calendar days clarifying the position of the Department relative to the issue raised.

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION

Section 6.1. Classification Wage Rates. The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

Section 6.2. Wage Step Increases & Merit Pay Plan Eligibility. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date. FLSA Exempt employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement, except that employees shall not be eligible for above-top-step merit pay.

Section 6.3. 2026 General Wage Increase (GWI). Effective January 1, 2026, the classification wages listed in Addendum A shall be increased by 3.75%.

Section 6.4. 2027 GWI. Effective January 1, 2027, the classification wages listed in Addendum A shall be increased by 3.75%.

Section 6.5. 2028 COLA. Effective January 1, 2028, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2027 base wages derived from the formula below.

A. COLA will be 95 percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

B. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

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

Section 6.6. 2029 COLA. Effective January 1, 2029, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2028 base wages derived from the formula below.

A. COLA will be 95 percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2029, shall be calculated as the average of the year-over-year percentages from the August 2027, October 2027, December 2027, February 2028, April 2028, and June 2028 values of the CPI-W.

B. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

C. Regardless of the result calculated using this formula, the annual COLA shall not be more than 4% and shall not be less than 2%.

Section 6.7. Wage Step Increases & Merit Pay Plan Eligibility. FLSA Exempt employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement, except that employees shall not be eligible for above-top-step merit pay.

Section 6.8. Longevity Premium. Full-time Career Service and part-time Career Service employees shall receive the following longevity premiums based upon their length of service with the Department:

after 8 years (96 months) of service	2% above the employee's Step
after 10 years (120 months) of service	3% above the employee's Step
after 12 years (144 months) of service	4% above the employee's Step
after 15 years (180 months) of service	5% above the employee's Step
after 17 years (204 months) of service	6% above the employee's Step
after 20 years (240 months) of service	7% above the employee's Step

6.8.1 Effective January 1, 2028, Section 6.8, above, will be struck and the 11-step wage scale will transition to a 21-step scale, as reflected in Appendix A.

Bargaining Unit members will move on to the scale at the step which is closest to their current pay (base hourly rate of pay plus longevity) without a loss in pay. Such transition to the new wage scale will be based on the pay scale in effect December 31, 2027, i.e. the January 1, 2028, GWI will be applied to the nurse's new step.

Section 6.9. Jail Assignment Premium. Employees assigned to the Jail Health Services shall receive a rate of pay that is fifteen percent (15%) higher than the salary range for other non-jail positions. The Jail Health Services rate thus becomes a "base" or "regular" rate of pay for this assignment and is included in the computation for overtime and is payable for paid leave and holiday pay.

Section 6.10. Shift Differentials for Non-Exempt Employees. A bargaining unit employee scheduled to work in a facility or site which is staffed for 24 hour operation and scheduled to work not less than four (4) hours of their work shift during the evening shift or night shift, shall receive one of the following shift differentials for all scheduled hours worked during each shift.

Evening Shift	$2.50 per hour
Night Shift	$4.00 per hour

Other employees will receive the evening shift differential for all hours worked after the normal business hours of 5:00 p.m., provided that employees who request a flex schedule shall not receive a shift differential.

The above differential shall be considered part of the Supervisor's regular rate for purposes of overtime pay calculations.

The above shift differential shall apply to time worked as opposed to time off with pay and therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay, bereavement leave, etc.

The evening shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. The night shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

Section 6.11. Weekend Premium for Non-Exempt Employees. A weekend premium shall be paid for all hours of work on weekends at the rate of $4.00 per hour. This premium shall not be included in the base rate of pay for purposes of determining paid leave benefits. The weekend begins with the night shift on Friday and through evening shift on Sunday.

Section 6.12. Standby Duty for Non-Exempt Employees. Employees placed on standby duty for purposes of receiving calls during their off hours shall be compensated for such standby duty by receiving ten percent (10%) of their straight-time hourly rate for all hours assigned. Employees will submit an overtime or compensatory time request for all hours actually worked.

Section 6.13. Bilingual Premium Pay.

6.13.1. Bilingual Pay Position Designation. Effective prospectively upon ratification and implementation of this agreement, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. Employees in such designated positions are eligible to receive bilingual pay premiums as defined below. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate adjustment of the bilingual pay premium. The existing assignments will be reviewed annually to determine whether one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for all positions. Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual services.

6.13.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium eligible positions must demonstrate sufficient language proficiency in the target language as determined by the County. Employees may be required to successfully retest their language proficiency at any time. Job classifications that have core interpreter/translator functions are ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is excluded on all hours compensated but not worked.

6.13.3. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the "desired" use of one (1) or more specific non-English language or ASL will receive a $1.00 per hour premium on actual hours worked.

6.13.4. Bilingual Skills Required Pay Premium. Eligible employees whose job duties include the "required" use of one (1) or more specific non-English language or ASL will receive a $2.00 per hour premium on actual hours worked.

6.13.5. Implementation. Section 6.13 applies prospectively and replaces any and all bilingual pay premiums provided herein or other practices. Upon implementation, the County will notify employees currently receiving bilingual pay premiums of whether their position is designated as "desired" or "required" to use of one (1) or more specific non-English language or ASL. Employees may be required to successfully retest their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums.

6.13.6. Indemnification. The County shall indemnify employees consistent with King County Code 2.21.060.

6.13.7. Testing. Language proficiency testing and release time will be provided in accordance with County policy.

Section 6.14. Certification Premium Pay. All currently employed nurses who are certified in a specialty area by a national nursing organization and relevant to their nursing practice shall be paid a premium of fifty dollars ($50) per biweekly pay period, provided the particular certification has been approved by the Nursing Office and their respective manager, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of documentation of certification is received by the County.

Any nurse who desires to become certified in a specialty area relevant to their practice and wishes to receive certification premium shall make such request in writing to the County prior to embarking on obtaining the certification. Subject to budgetary constraints, the County shall grant requests for premium certification for a certification that is relevant to the nurse's practice area provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. The

County may discontinue the certification for a nurse if that nurse transfers to a different practice area for which the certification is not relevant (e.g., jail to public health center).

Any certifications that are already a job requirement (e.g., Nurse Practitioner Board Certification for ARNP) will not qualify the nurse to receive the certification premium. The following certifications (or equivalent) are examples of approved certifications:

RN/PHN Certifications

- Certified Nurse Manager and Leader
- CCHP Certification
- International Board-Certified Lactation Consultant (IBCLC)
- Ambulatory Care Nursing
- Community Health Nursing
- Advanced Forensic Nursing
- Diabetes Management
- Nursing Case Management
- Pediatric Nursing
- Psychiatric-Mental Health Nursing
- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

Section 6.15. Deferred Compensation. New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to "opt out" at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

Section 6.16. Master's/Doctoral Step. Any nurse attaining a Master's and/or Doctoral Degree in Nursing while employed at King County shall receive an increase of one (1) step per degree up to a maximum of two steps total, provided the nurse is not already at the top step of the wage scale. The increase will be effective the first full pay period after the date a copy of documentation of the degree is received by the County.

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

Section 7.1. Health Benefits. King County presently participates in insured medical, dental, vision, long term disability, accidental death and dismemberment, and life insurance programs. The plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Union. The JLMIC has negotiated the benefits agreement for 2023, 2024, and 2025. The Union further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next successor JLMIC Agreement, whichever has a later expiration.

Section 7.2. Workers' Compensation Benefits. Employees covered by this Agreement shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

Section 7.3. Professional Liability Insurance. Employees covered by this agreement are covered by the liability protection as provided in the King County Code for acts committed in good faith and within the scope of the official County duties.

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS

Section 8.1. Conditions of Employment. All nurses must meet licensing, security clearance, credentialing, and certification requirements as a condition of hire and continued employment pertaining to their position. Nurses working in positions at the detention facilities (e.g., KCCF, MRJC, CCFJC) must obtain and maintain security clearances to those facilities. Nurses failing to maintain necessary licenses, security clearances, credentials or certifications may be issued disciplinary action, up to and including, termination from employment.

Section 8.2. Employee License Fees. The County shall pay for the cost of the following fees for all Career Service employees:

- Renewal for Registered Nurse License
- Renewal for ANA Certification

Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission. The County recognizes that each Registered Nurse in the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which is solely empowered by law to promulgate and interpret such rules and regulations.

Registered Nurses must notify the Nursing Office when action is taken by the Board of Nursing affecting their license.

ARTICLE 9: MILEAGE AND PARKING

Section 9.1. Mileage Reimbursement. An employee who is required by the County to provide a personal automobile for use in Department business shall be reimbursed for such use at the rate established by ordinance by the County Council, for all miles driven in the course of Department business.

Section 9.2. Parking.

9.2. 1. For those jail nurses who travel between jail facilities and use their personal automobile, parking shall be provided downtown at the Department's expense. The County shall make parking options available in close proximity to the jail for employees working evening and/or night shifts.

9.2.2. Due to ongoing recruiting and retention challenges facing Jail Health Services, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours" rate. This benefit shall sunset on December 31, 2029.

Current practices relating to employee parking at the CCFJC will continue through the term of this Agreement.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 10.1. Workday. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work. Per Section 10.8 other work schedules than (8) hours per day and (5) consecutive days per week may be established.

Section 10.2. Work Week. The current FLSA work week shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. Friday, except employees in Jail Health Services have an FLSA workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. Other seven-day work week beginning and ending times may be designated to accommodate unusual schedules (such as the 9/80 alternative schedule).

Section 10.3. Change to FLSA Workweek. Upon written notice to the Union and impacted Jail Health Services employees, the FLSA work week shall change to begin at 12:00 a.m., Saturday and end at 11:59 p.m., Friday. Employees will not incur a loss of pay as result of the change in FLSA workweeks.

Section 10.4. Flex Schedule. Upon management approval, flex schedules can be provided. This means on a day-to-day basis the employee may request or agree to a revision in the schedule of work hours, working more hours than scheduled on one day and less on another day during the same work week. The mutually agreed upon flex schedule will not trigger daily overtime, for FLSA non-exempt employees, for hours in excess of the regularly scheduled shift.

Section 10.5. Hours Worked in Excess of Forty in a Workweek ("FLSA Overtime"). For FLSA non-exempt employees only, all work performed over forty (40) hours in any one (1) FLSA workweek shall be paid at the rate of one and one-half times the nurse's FLSA regular rate of pay in accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours worked, plus one-half the employee's hourly regular rate of pay times all overtime hours worked).

Section 10.6. Hours Worked in Excess of Regularly Scheduled Day ("Daily Overtime").

A. FLSA non-exempt employees shall be eligible for contractual daily overtime ("Daily Overtime") provided they perform actual work hours on the same calendar day that are in excess of their 8, 9, 10, 12 hour regularly scheduled shift or approved flex schedule of at least eight (8) hours, and provided further that such work is authorized by the employee's supervisor. For employees in temporary status (e.g., STT) that do not have a regular schedule, consecutive hours worked in excess of an employee's scheduled shift of at least eight (8) hours in a workday shall be paid at the Daily Overtime rate. Paid leave hours shall not count toward satisfying an employee's regularly scheduled hours in a workday for purposes of Daily Overtime eligibility.

B. Daily Overtime shall be paid for at the overtime rate of one and one-half (1-1/2) times the regular rate of pay.

Section 10.7. Compensatory Time. Overtime may be compensated by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee requests compensatory time accrual in advance and the supervisor approves. Employees may not have a balance of more than forty (40) hours of compensatory time. All compensatory time not used by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work demands of the position, the employee may request, and the Division Manager may approve the carryover of up to forty (40) hours of accrued compensatory time. Use of compensatory time off must be approved in advance as for vacation leave.

Section 10.8. Non-Jail Employee Work Schedules. The establishment of employee work schedules is within the purview of management. When the County deems it necessary, work schedules other than a Monday through Friday and work hours other than eight (8) hours per day and (40) hours per week may be established. Both parties acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.

The Department recognizes the need to give employees timely notice of schedules and schedule changes, and avoid frequent schedule changes. Work schedule changes may be required to effectively meet operational needs (e.g., client service accessibility, expanded service hours, staffing changes, program changes). To that end, the Department shall make reasonable efforts to ensure the final schedule is provided at least ten (10) calendar days before the schedule takes effect, and in accordance with the schedule change terms described below.

Prior to changing an employee's work schedule, the supervisor shall first contact the employee to discuss said change. Voluntary work schedule changes should be made whenever possible and can be made by a supervisor and the employee based upon mutual agreement, including effective date.

For non-jail work schedule changes without mutual agreement, the following work schedule change terms shall apply, as follows:

10.8.1. Type 1 Schedule Change. The County will provide thirty (30) calendar days' advance notice for work schedule changes that result in a change of one-and-one half (1.5) hours or less in scheduled start and end times, occurring Monday through Saturday, and maintain the same number of regularly scheduled work hours per day (e.g., 8 hours per day, 10 hours per day). For example, a nurse scheduled M-F 8 a.m. – 5 p.m. could have their start and end times changed to M-F 9:30 a.m. – 6:30 p.m. provided thirty (30) calendar days' advance notice is given prior to the effective date of the new work schedule. If an employee has a concern about a proposed work schedule, the employee should immediately raise the concerns with their manager or area manager who will take this into consideration for informational purposes.

10.8.2. Type 2 Schedule Change. The County will provide employees forty-five (45) calendar days' advance notice for work schedule changes involving the following:

A. Change to scheduled workdays (including changes that may require weekend work);

B. Change in number of scheduled hours worked per day (e.g., 8-hour workdays changed to 10-hour workdays); and,

C. Change in work hours outside the timeframes listed in Type 1 Schedule Change. The County will also notify the Union about the change, and if requested, bargain impacts on wages, hours, and working conditions, without delaying implementation. No individual nurse will be required to work more than one out of every four Saturdays in a four-week period, except on a voluntary basis.

10.8.3. Type 3 Schedule Change. In the event of County declared emergency, temporary changes to employee schedules may be implemented with as much notice as possible given the circumstances.

Section 10.9. Alternative Work Schedules (Employee Requested).

10.9.1. An alternative work schedule is defined as any schedule of hours of work other than the traditional five (5) eight (8)-hour days within a seven (7)-day work week. The terms in this Section apply only to employee requested alternate work schedules, not employer established alternate work schedules. Examples of alternative work schedules include but are not limited to:

A. 4 - 10-hour workdays;

B. 9/80-off alternate work week schedule (the record keeping timesheet for this schedule must be the one which meets the FLSA standards dividing between two (2) work weeks mid shift on the fifth day of work which is either eight (8) hours or a day off).

10.9.2. Nurses, individually or in groups, may request an alternate work schedule. The request will be reviewed to see if it meets the business needs of the site. If more than one nurse requests an alternate work schedule, the nurse with the greatest bargaining unit seniority at that site/workgroup will be granted the alternative work schedule. If the request is denied, the basis for the denial (an explanation of how/why the schedule does not meet the business needs of the site) will be provided in writing to the employee. Additionally, the employee is entitled to have the decision on the request reviewed by the Director or Deputy Director of Community Health Services, provided a request for such review is made in writing within ten (10) business days of receipt of the initial decision.

10.9.3 In administering alternative work schedules, the following working conditions shall prevail:

A. Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 15 of this Agreement.

E. Employee participation shall be on a voluntary basis.

Section 10.10. Jail Facility Work Schedules (Adult & CCFJC).

10.10.1. The establishment of employee work schedules is within the purview of management. When changes to employee work schedule(s) are deemed necessary, management will first discuss such needs with the impacted employee(s) with the aim of reaching mutual agreement on the schedule change.

10.10.2. Absent mutual agreement, minor schedule change(s) may be implemented with thirty (30) calendar days' notice to impacted employee(s). Major work schedule change(s) (e.g., day to evening shift) will be effective with sixty (60) calendar days' notice after the final work schedule is determined. In this circumstance, the County will also notify the Union of the change, and if requested bargain impacts on wages, hours, and working conditions. If more than one (1) involuntary schedule change is proposed at a time, impacted employees will be allowed to select based on seniority from among the work schedules that have been modified.

10.10.3. In the event of County declared emergency, temporary changes to employee schedules may be implemented with as much notice as possible given the circumstances.

Section 10.11. FLSA Exempt Positions. Employees allocated to the classification of Nurse Manager (including Nurse Manager - Jail) and, employees allocated to the classification of Personal Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and are not overtime eligible.

ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENTS

Section 11.1. Position Vacancies. Career Service vacancies created within the job classifications covered by this Agreement by virtue of separation or newly created positions shall be filled by Transfer (Section 11.4 & 11.5) or posted (Section 11.3) for not less than ten (10) consecutive business days; provided, however, the County retains the right to determine who, if anybody, shall be selected for and/or transferred to said vacancy. Term-limited temporary positions and short-term temporary positions shall be filled according to Public Health hiring practices for positions designated as temporary. TLT postings will also be posted as Special Duty opportunities. Upon request, the County will quarterly provide the Union a report identifying all current vacant positions in the bargaining unit. The report shall designate those vacant positions the County is actively trying to fill.

The Department recognizes that it is preferable to fill vacancies with qualified employees from within the Department rather than by hiring persons from outside the Department. The Department may identify special skills and abilities and recruit externally concurrently with internal recruitment for these positions in order to hire in a timely manner. If multiple positions are vacant, the County may use an applicant pool to fill multiple positions. The County retains the right to determine the scope of the recruitment (e.g., internal bargaining unit applicants only, internal and external applicants).

Section 11.2 Management Option to Initiate Transfer Process. When a Career Service position is vacant, the County may first decide to fill the position by initiating a lateral voluntary internal transfer process per Section 11.4 or involuntarily transfer process per Section 11.5 prior to the position being considered open for purposes of layoff recall, disability reassignment, or initiating a job recruitment.

Section 11.3 Job Recruitment. Vacant Career Service positions shall be filled according to the following:

A. The Department shall announce all position vacancies with stated minimum qualifications on the appropriate web site(s).

B. Interview screened applicants meeting minimum qualifications from within the bargaining unit.

C. Make selections for promotional positions in accordance with appropriate personnel regulations and ordinances.

Section 11.4. Lateral Voluntary Transfer. The County may initiate a lateral voluntary transfer process by posting the open position opportunity for not less than ten (10) business days to bargaining unit employees in an individual Division in Public Health (e.g. Jail Health Services or Community Health Services) or to the bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit employee within the scope of the process may request to voluntarily transfer if they are in the same classification or equivalent classification. In exercising this discretion, the County will consider operational need, relevant expertise and experience for the position (inclusive of experience with communities served by the position), and the preferences and seniority of the candidate(s).

An employee who is approved a voluntary lateral transfer will not be required to serve another probationary period. However, a trial service period of up to three (3) months, or six (6) months for supervisors and Nurse Managers moving from a jail setting to a non-jail setting or vice versa may be imposed. A supervisor who does not successfully complete the trial service period shall be moved back into the supervisor's former position or an equivalent position if available. If no position is available, the employee is terminated and eligible for recall rights as if laid off. A lateral transfer is defined as the movement of an employee in the bargaining unit to another position within the same classification or equivalent classification within the bargaining unit.

When a transfer is approved by the hiring authority, the employee will be given a specified effective date of transfer.

Section 11.5. Involuntary Transfer. When the Department intends to transfer an employee, the Department will first seek a volunteer for transfer. Absent volunteers or approved voluntary transfer(s), the County may fill a position by involuntarily transfer, moving an employee from one position to another position within the same division and the same classification with (45) calendar days' notice.

The County will not involuntarily transfer an employee from a non-jail position to a jail position or vice-a-versa or from one division to a different division, nor from the north sector to the south sector (and vice versa) – except for jail facility transfers. In the event of a jail facility involuntary transfer, KCCF and MRJC are considered the same sector and involuntary transfers can occur between the two facilities.

In determining who will be subject to involuntary transfer, the County will consider operational need, relevant expertise and experience for the position (inclusive of experience with communities served by the position) and the preferences and seniority of the candidates.

Involuntary transfers may result in a change in regularly scheduled work hours (or pattern for JHS), work location, and working conditions consistent with the new position, but the employee shall maintain their total workweek hours consistent with their position FTE status (e.g., status of being a 1.0 FTE = 40 hrs./week shall remain unchanged). An employee who receives an involuntary transfer notice may choose to be laid off and placed on the layoff recall list. If the employee is involuntarily transferred, the employee will not be required to serve a probationary period or trial service period.

An employee who is transferred involuntarily by the Department shall have, for two (2) years from date of transfer, first right of refusal to the employee's former site and position (and pattern for JHS) if it becomes available. The employee shall have five (5) business days to exercise this option.

Section 11.6. Wage Step Placement Rules.

11.6.1. New Hire Wage Placement. When an employee is hired into the bargaining unit, including both external candidates and current King County employees in the WSNA Staff contract (e.g., promotional candidates Registered Nurse position to Personal Health Services Supervisor), the employee will be placed by the County at up to Step 21 of the salary range for the respective classification. To determine step placement, the County will use the criteria below, and may also consider relevant experience, operational needs, and budget to provide a higher step placement above the criteria below.

1. Supervisory and/or management experience (general) two years = one (1) step with maximum of three (3) steps;

2. Program management, staff development and training QI/QA, evaluation, clinical teaching or other leadership experience two (2) years = one (1) step with two (2) step maximum;

3. Master's degree/Ph.D./Doctor of Nursing Practice = one (1) step with a two (2) step maximum; and,

4. Supervisory and/or management experience specific to setting two (2) years = one (1) step with a four (4) step maximum.

11.6.2. Salary Step Placement for Voluntary Lateral Transfer. Employees who voluntarily transfer will not have a change in pay, except employees that transfer from the jail to a non-jail position of the same job title or from a non-jail to jail position shall remain at the same salary step number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-jail range. In addition, employees may also increase or decrease their FTE status (i.e. regularly scheduled workweek hours) in accordance with the FTE status of the new position.

11.6.3. Involuntary Transfer Wage Placement. Employees involuntarily transferred will not have a change in their current hourly pay rate as a result of the transfer.

11.6.4. Salary upon Reclassification or Promotion. An employee who is promoted shall be placed either in the first step of the new salary range or at the step which is nearest to but not less than two steps more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new salary range. If an Assistant Personal Health Services Supervisor position is reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent employee will be adjusted to the next step increase, similar to a promotion. When promotional movement between job titles also involves a movement to or from the jail, salary step placement shall first be determined per transfer procedures in the current job title, prior to determining the appropriate promotional salary step placement.

11.6.5. Salary upon Reclassification or Promotion: Non-exempt Position to Exempt Position. A non-exempt employee who is promoted to an exempt position shall be placed at the pay step in the higher salary range resulting in an increase that constitutes an approximately five percent (5%) increase above the former actual base rate of pay[1]. In the event that the actual base rate of pay and longevity pay, provided in this Agreement, at the time of promotion, exceeds the new promotional rate (approximately five percent (5%) above the former actual base rate), the employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no event will an employee be placed above the maximum of the pay range.

<u>ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE</u>

Section 12.1. Employee Probation. Employees hired into a Career Service eligible position must first serve a six (6) month probationary period prior to becoming Career Service, which may be extended for an additional six (6) months by the County (12 months total). During a probationary term, employees are considered in "at-will" employment status and may be separated without just cause.

[1] As for hourly employees, former actual base rates of pay (current annualized base salary) are listed in Addendum A of this Agreement.

Probationary terminations are not subject to the grievance procedure or appeal.

If the County extends an employee's probation, the employee will receive a written notice about the extension, the reason(s) for the extension, and its duration in a timely manner. The County will also provide the Union with a copy of the probation extension for informational purpose. A probationary employee, regardless of what step they are placed on, will advance one (1) step upon successful completion of their probationary term, provided that the employee is no longer in a probationary status as of September 30th of the previous year, not to exceed the top step of the applicable wage range.

Section 12.2. Performance Evaluations.

12.2.1. The County shall maintain a performance evaluation system relating to employees covered by this Agreement. Employees should be evaluated at least once during their probationary period and annually thereafter. The performance evaluation system shall be used as a method in measuring an employee's performance in accomplishing, in the most efficient and effective manner, the goals and objectives of the County as they relate to employees covered by this Agreement. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. The performance evaluation system to be used by the County will be presented to the Conference Committee for review and comment prior to adoption.

12.2.2. The performance evaluation system devised by the County must, among any other criteria determined by the County, encompass performance expectations based upon the goals and objectives of the County, assigned duties, County policies and procedures, County operating instructions, any written document promulgated by or adhered to by the County pertaining to employees covered by this Agreement, or any work practices pertaining to employees covered by this Agreement.

12.2.3. The evaluation shall be prepared on a format devised by the County and presented by an evaluator who has been instructed in the method of evaluation used and who has been responsible for the supervision of the evaluatee's work.

12.2.4. The evaluation must be prepared prior to and presented to the affected employee at an evaluation conference which must be conducted by the person writing the evaluation. The evaluatee has the responsibility to participate in the evaluation conference and to improve work performance in any area where performance deficiencies are found to exist. The employee's direct supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is to assist the employee's efforts to improve such performance deficiencies.

12.2.5. The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy of his/her evaluation. The employee's signature indicates receipt of the evaluation but does not necessarily mean agreement. In addition, the evaluatee may, during said conference, or within two (2) weeks after the conference, comment in writing relative to the substance of the evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

Section 12.3. Performance Improvement Plan (PIP). The County may propose a PIP in accordance with this section. A PIP is defined as a written plan of limited duration created by management for the purpose of identifying areas of improvement expected of an employee. Such plan shall contain a description of specific deficiencies in performance and specific steps the employee may take to improve performance. A PIP shall identify available assistance, such as classes or training, in achieving improvement, and shall contain a schedule of regular meetings with appropriate supervisors to monitor progress. A PIP shall have a clear and established end date. After a PIP is provided to the employee, the Union may ask to convene a meeting with the appropriate manager and the employee to discuss the PIP terms. The County shall provide a copy of a PIP to the Union upon request by the employee or the Union.

Section 12.4. Personnel File. The employees covered by this Agreement may examine their personnel files in the Department's Personnel Office in the presence of the Personnel Officer or designee. No other personnel files will be recognized by the County or the Union. Materials to be placed into any employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be brought to their attention with copies provided to the employee for their signature. Employees who challenge material in their personnel files are permitted to insert material related to the challenge.

12.4.1. At the employee's request, materials relating to letters of counseling/expectation will be removed from the employee's personnel file after a twelve (12) month period, unless another act of misconduct has been committed during the twelve (12) month period.

12.4.2. Letters of reprimand shall not be used for progressive discipline after a period of eighteen (18) months from the date of issuance other than for purposes of showing notice; provided the employee has not been disciplined during those eighteen (18) months.

Section 12.5. Progressive Discipline. Discipline of any Career Service employee covered by this Agreement shall be in accordance with a just cause standard. The principal objective of any disciplinary action short of termination shall be to improve the performance and efficiency of an employee. Examples of progressively severe disciplinary actions include:

A. Oral reprimand (reduced to writing)

B. Written reprimand

C. Suspension (or Demotion if deemed appropriate by the County)

D. Termination

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right to the attendance of a representative at disciplinary and/or investigatory meetings. The County does not consider verbal coaching and counseling, letters of expectations, performance improvement plans, and similar management interventions as progressive discipline. Therefore, these actions shall not be considered disciplinary action subject to just cause or the grievance procedure, but they may be used later in progressive discipline to demonstrate an employee was adequately on notice about the need to comply with a particular workplace rule or expectation.

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION

Section 13.1. Payment for Work Out of Classification. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than thirty (30) consecutive calendar days. Employees working-out-of-classification may not be required to perform all the responsibilities of the higher-level classification.

Section 13.2. FLSA non-exempt working-out-of-classification assignments must occur in full day/shift increments. FLSA-exempt working-out-of-classification assignments shall be made in FLSA workweek increments.

Section 13.3. While working-out-of-classification, the employee will receive a 5% working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the 5% premium. Paid leave (e.g., holiday, vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the 5% working out of classification pay premium).

Section 13.4. If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment. Employees assigned to perform the duties of Nurse Manager as an Out of Classification assignment are not overtime eligible and shall be eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

Section 13.5. An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor and shall not remain in the training position for more than twenty (20) consecutive normal working days.

<u>ARTICLE 14: SPECIAL DUTY</u>

Section 14.1. Definitions.

A. Special Duty Assignment – When an employee in a career service position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of 30 calendar days.

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

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

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

E. Acting Union – The union that represents the special duty position or body of work.

Section 14.2. Duration.

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

A. *<u>Thirty (30) days to Twelve (12) Months</u>* – Shall be approved by the Department Director designee to provide additional staffing:

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

ii. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or

iii. Needed to either develop and/or implement, a new function, system, or proposal.

iv. To backfill for a vacant regular position.

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

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.

C. *<u>Up to Five (5) Years</u>* – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

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

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

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

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

14.2.2. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.

14.2.3. An employee's special duty assignment may be ended due to extended absences (e.g., 30 calendar days or more) at the discretion of the County.

Section 14.3. Recruitment.

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

14.3.2. The county reserves the right to fill with a special duty position while conducting a selection process.

14.3.3. If an employee is hired into a Career Service position and served in a special duty capacity in that same position within six months of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role.

Section 14.4. Pay.

A. An employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat 5% above the employee's hourly rate of pay (inclusive of longevity if applicable), whichever is higher. Premiums or shift differentials will not be included when calculating Special Duty pay rate.

B. If an employee's pay in their base position includes longevity pay the special duty assignment is calculated using the longevity pay amount while in special duty.

C. An employee on special duty will continue to advance through the salary steps of their base pay range while on special duty. If the employee is at their top step in the base classification, the employee will be eligible for step increases in the special duty classification.

D. Special duty pay shall not be considered part of an employee's pay rate for purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations.

E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall continue to apply during the special duty assignment.

Section 14.5. Paid Leave While on Special Duty. Paid leave (e.g., vacation, sick, executive leave, bereavement) while on a special duty assignment shall be at the employee's special duty pay rate.

Section 14.6. Compensatory Time While on Special Duty. All accrued compensatory time shall be cashed out when an employee begins a Special Duty Assignment.

Section 14.7. FLSA Status Change. Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

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

Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

ARTICLE 15: HOLIDAYS

Section 15.1. Holidays Observed.

The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 15.2. To minimize disruption of public services, the County may, on an individual basis, substitute the fourth Monday of October as Veteran's Day in lieu of the day enumerated as such in the above list.

Section 15.3. Qualifications for Holiday Pay. To qualify for holiday pay, employees covered by this Agreement must have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence requested by the Department.

Section 15.4. Holiday Premium Pay for Non-Exempt Employees. Employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be granted time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time). Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee. This section does not apply to exempt employees.

Section 15.5. Personal Holidays. Comprehensive leave eligible Employees who are active on the last day of the second full pay period of the year shall be granted two (2) personal holidays as vacation hours each year in the second full pay period of the year, or upon hire, to be added to their vacation bank on the last day of the first pay period following their date of hire, if the employee is hired prior to November 15. For a forty (40) hour Eligible Employee, sixteen (16) personal holiday hours will be deposited into the employee's vacation bank each year. The personal holiday hours granted to less than forty (40) hour employees will be prorated based on their regularly scheduled hours.

Section 15.6. Holiday Pay for Non-Exempt Employees on Alternative Work Schedules. Non-exempt employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work twenty (20) or more hours per week shall be granted a prorated number of holiday hours. For instance, an employee scheduled to work twenty (20) hours per week shall be granted one half, forty-eight (48) hours, of the ninety-six (96) holiday hours. This section does not apply to exempt employees.

Section 15.7. Pro-ration of Holiday Benefits (including Personal Holidays). Comprehensive leave eligible employees who are assigned to work less than forty (40) hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

ARTICLE 16: VACATION LEAVE

Section 16.1. Vacation Leave (Accrual Eligibility). Comprehensive leave eligible employees

("Eligible Employees") shall accrue vacation leave time. Employees in short-term temporary employment status are ineligible for vacation leave accrual.

Section 16.2. Vacation Leave (Accrual Rate). Eligible Employees shall accrue vacation leave time at the applicable hourly rate depending on their months of service for each hour in pay status excluding overtime hours.

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Section 16.3. Vacation Requests. All vacation time shall be subject to preapproval by the County. A good faith effort will be made to provide the approval (or denial) in a timely manner.

Section 16.4. Use of Vacation. Eligible Employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six (6) months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provision (see also Section 16.5). In addition, no employee shall work for compensation for the County in any capacity during the time the employee is on vacation leave.

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for employees hired on or before December 31, 2020. For eligible employees hired on or after January 1, 2021, the maximum vacation accrual shall be three hundred twenty (320) hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

Section 16.6. Vacation Payoff upon Separation.

A. Eligible Employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

B. When a current employee dies with accrued vacation leave and the employee has also successfully completed their first six (6) months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

Section 16.7. Accrual Upon Return to King County Employment. If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two (2) years from such resignation, layoff, or nondisciplinary separation, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

ARTICLE 17: SICK LEAVE

Section 17.1. Sick Leave (Accrual Eligibility). All employees shall accrue sick leave from their date of hire, but comprehensive leave eligible ("Eligible Employees") shall accrue sick leave at a different rate than employees in short-term temporary employment status ("STT").

Section 17.2. Comprehensive Leave Eligible Employee (Accrual Rate). Eligible Employees will accrue sick leave at the rate of 0.04616 hours for each hour in paid status, excluding FLSA overtime hours if applicable, and except as specified below. While this accrual rate is more generous than what is required under state law in almost all circumstances, in the rare event where a non-exempt employee works one hundred forty-eight (148) hours or more in a (14) calendar day biweekly pay period, state law (as amended) will require additional sick leave accrual (e.g., 0.025 multiplied by total hours worked in the pay period). To ensure non-exempt employees earn the correct amount of leave, payroll staff will multiply the number of hours an employee worked by 0.025 at the end of each pay period. That number is then compared to what the employee accrued at the rate of .04616 hours. The higher amount of sick leave is awarded to the non-exempt employee. Any additional sick leave is awarded in the following pay period.

Section 17.3. STT Sick Leave (Accrual Rate). Employees that are in STT employment status shall accrue sick leave at the rate of 0.025 hours for each hour in pay status.

Section 17.4. Maximum Sick Leave Accrual. For Eligible Employees, there shall be no limit to the number of sick leave hours that an employee may accrue and carry over from year-to-year. For STT employees, a limit of forty (40) hours of unused sick leave may be carried over to the following calendar year. On January 1 of each calendar year, all accrued sick leave over forty (40) hours will be forfeited for STT employees.

Section 17.5. Sick Leave Use. An employee is entitled to use sick leave after it appears on the employee's pay advice for the following reasons:

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

1. Due to a mental or physical illness, injury or health condition;

2. To obtain medical diagnosis, care or treatment of mental or physical illnesses, injuries, or health conditions; or

3. To receive preventative care;

B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76;

C. In the event the King County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government;

D. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100; or

E. For family and medical leave available under federal law, state law or King County ordinance.

Section 17.6. For purposes of paid sick leave, a "family member" is:

A. A child, including a biological, adopted or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent, regardless of age or dependency status, or the child of the employee's domestic partner;

B. The parent of an employee, employee's spouse or employee's domestic partner.

Parent includes:

1. A biological parent;

2. An adoptive parent;

3. A de facto parent;

4. A foster parent;

5. A stepparent;

6. A legal guardian; or

7. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;

C. A spouse;

D. A domestic partner;

E. A grandparent;

F. A grandchild;

G. A sibling; or

H. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

Section 17.7. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

17.7.1. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave; and

17.7.2. An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

Section 17.8. An employee may use all of their sick leave before taking unpaid leave for the employee's own health reasons, unless the employee has been approved to receive Washington paid family medical leave and is currently on PFML. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

Section 17.9. When sick leave is taken to care for a family member the employee shall choose at the start of the leave whether the leave will be paid or unpaid, unless the employee has been approved to receive, and is currently on PFML. While taking leave for family reasons, if covered under the WSFCA, the employee may also choose the type of paid leave used available to them (e.g., sick leave, vacation).

Section 17.10. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines. Failure to return to work by the expiration date of a leave of absence without a request for the leave to be extended, or abuse of sick leave may be cause for progressive discipline.

Section 17.11. An employee who has exhausted all the employee's sick leave may use accrued vacation leave before going on a leave of absence without pay. If caring for a family member, such use is at the employee's option and is not subject to approval of the appointing authority.

Section 17.12. Non-retirement Separation Sick Leave Forfeiture. If an employee separates from King County employment for any reason other than retirement, all sick leave accrued shall be forfeited as of the date of separation or termination. There is no retirement exception for short-term temporary employees. However, if an employee returns to County employment within two years of the separation, the employee's previously forfeited sick leave shall be restored.

Section 17.13. Retirement Separation: Sick Leave Payoff. Eligible Employees who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's hourly rate of pay, plus longevity pay if applicable, in effect upon the date of leaving County employment, less mandatory withholdings and subject to any VEBA plan election by the bargaining unit. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. A retiree who cashes out their sick leave and is rehired within twelve (12) months of separation is entitled to have the remaining sixty-five percent (65%) of their sick leave (or, VEBA participants, the percentage of sick leave not transferred to their VEBA account) restored. Said employees will not be eligible for an additional sick leave cashout upon leaving county employment.

Section 17.14. Choice of Leave. Nurses shall be allowed to use their choice of leave (sick, vacation, or paid holiday) to use to care for a child of the nurse with a health condition that requires supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Vacation and paid holiday leave must, in all other circumstances, be preapproved.

ARTICLE 18: FAMILY AND MEDICAL LEAVE

Section 18.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service member with a serious injury or illness.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved unless the employee has been approved to receive Washington paid family medical leave.

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

Section 18.2. King County Family and Medical Leave (Ordinance 18191).

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

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

C In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve months and have worked at least one thousand forty (1,040) hours in the preceding twelve (12) month period for a forty (40)-hour week employee or nine hundred ten (910) hours in the preceding twelve (12) month period for a thirty-five (35) hour week employee.

D. An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve Member. Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave during any twelve (12)-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in the National Guard or Reserves in support of a contingency operation. Examples of qualifying exigencies include issues arising from a covered military member's short-notice deployment, making or updating financial and legal arrangements to address a covered military member's absence, or attending military events and related activities.

Section 18.4. FMLA Leave to Care for an Injured Service Member. Pursuant to federal law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a twelve (12)-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a qualified service member shall count toward the twenty-six (26)-week limit in a twelve (12)-month period.

Section 18.5. Washington Paid Family and Medical Leave Program. The state program provides partial wage replacement while on leave for eligible employees who have a serious health condition. It also covers times where an employee is called upon to care for a covered family member who has a serious health condition or leave to bond with a new child. The program covers the same military service exigencies covered by the Family and Medical Leave Act. For details about the program and eligibility, employees should contact the Washington State Employment Security Department. Should the County agree to allow supplemental benefits (i.e. employees permitted to receive PFML payments concurrent with County paid leave to receive full wage replacement) for any other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over this Article.

ARTICLE 19: PARENTAL LEAVE

Section 19.1. Overview. King County Paid Parental Leave supplements an employee's accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a parent to bond with a new child.

Section 19.2. Eligibility. The benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six (6) months of continuous service at the time of the qualifying event. If both parents work for King County, then each employee is entitled to up to twelve (12) weeks of King County Paid Parental Leave.

Section 19.3. Benefit Amount. An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, the qualifying event occurs when the child is legally placed with the family. The employee will receive the equivalent of their full salary for up to a total of twelve (12) weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than twelve (12) weeks of leave. King County Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least six (6) months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

Section 19.4. Benefit Period. King County Paid Parental Leave must be used within twelve (12) months of the qualifying event. An employee may use King County Paid Parental Leave on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

Section 19.5. Concurrency. King County Paid Parental Leave will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

Section 19.6. Job Protection. King County Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave.

Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

Section 19.7. Health and Leave Benefits. The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of King County Paid Parental Leave. For purposes of overtime calculations, King County Paid Parental Leave shall be considered the equivalent of sick leave.

Section 19.8. Relationship to Washington State Paid Family and Medical Leave. Provisions of the County's current Paid Parental Leave program are separate from the Washington State Paid Family and Medical Leave program, which may provide for paid leave benefits in addition to those provided for in this Article.

ARTICLE 20: DOMESTIC VIOLENCE LEAVE

Pursuant to RCW chapter 49.76, if nurses are victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. Nurses who are family members of a victim may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (i.e., sick leave, vacation). The nurse must provide advance notice of their need for such leave. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or their designee must provide the County notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If the County requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g., a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For the purpose of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a dating relationship.

ARTICLE 21: DONATED LEAVE

Section 21.1. All donations of sick leave and vacation leave hours made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

Section 21.2. Employee to Employee Donations.

A. Paid Leave Donation. Any comprehensive leave eligible employee may donate a portion of their accrued sick leave or vacation leave hours to another comprehensive leave eligible employee consistent with this Article.

B. Approval for Donations. Donations require written approval from the comprehensive leave eligible donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by Department of Human Resources.

C. Donation of Vacation Leave hours. An employee is limited to donating eighty (80) hours of accrued vacation per calendar year to this fund, unless the employee's department director approves a greater amount Donated vacation leave will be converted to sick leave and placed in the receiving employee's donated sick leave bank provided the receiving employee meets the eligibility requirements under 21.2(F). The amount of donated vacation time cannot exceed the donating employee's leave accrual balance at the time of donation.

D. Sick leave hours and Extended Sick Leave (ESL) hours. An Employee is limited to donating a total of twenty-five (25) hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave balance will be one hundred (100) hours or more following the donation

E. Donation limits are exclusive of donations to the Emergency Medical Leave Fund under Section 21.4.

F. Eligibility to receive and use donated leave hours from another employee.

1. The receiving employee must have exhausted all paid leave accruals (e.g vacation leave, sick leave, comp-time) to use donated leave.

2. The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.

G. Calculation of Donated Vacation and Sick Leave. Sick leave and vacation hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received and placed in the receiving employee's donated sick leave bank.

H. No Reversion of Donated Leave. Donated sick leave and vacation leave hours remain with the recipient and do not revert to the donor.

Section 21.3. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

Section 21.4. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with requirements of federal tax law. When active, a comprehensive leave eligible employees may donate a portion of their accrued vacation and/or sick leave hours (i.e., vacation leave, sick leave, ESL) to an "Emergency Medical Leave Fund" (Fund) that is managed by the Department of Human Resources. At the County's discretion, the pilot program can either be continued as a regular program or ended upon 30-day written notice to the Coalition.

B. Donations require written approval from the donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by DHR and Payroll.

C. Vacation hours. An employee is limited to donating eighty (80) hours of accrued vacation per calendar year to this Fund, unless the employee's department director approves a greater amount.

D. Sick leave hours. An employee can donate up to twenty-five (25) hours of their accrued sick leave per year to this Fund, provided the donating employee's sick leave balance will be one hundred (100) hours or more following the donation.

E. Process and Conditions to receive hours from the Emergency Medical Leave Fund.

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

2. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, comp-time).

3. The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.

4. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in 2 and 3 above are met.

5. The maximum donation an employee can receive is up to eighty (80) hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or eight (80) hours for employees on the semi-monthly payroll period who are normally scheduled for forty (40)-hour workweeks, prorated for part-time employees.

6. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

7. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

F. Calculation of Donated Leave. All donated hours shall be converted to a dollar value based on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received. Hours received will be placed in the employee's donated sick leave bank.

G. No guarantee that hours will be awarded. Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

H. No Revision of Donated Leave. Donated hours not used by the done within sixty (60) days of being awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the donor.

Section 21.5. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations in this Agreement.

Section 21.6. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

Section 21.7 Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

Section 21.8 Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

<u>ARTICLE 22: BEREAVEMENT LEAVE</u>

Section 22.1. Comprehensive leave eligible employees ("Eligible Employees") shall be granted up to five (5) days, with a maximum forty (40) hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within one (1) year from the date of the death.

Section 22.2. Immediate family shall be defined as the employee's:

A. spouse or domestic partner; or

B. legal guardian, ward, or any person whom the employee has legal custody; and

C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

1. a child;

2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis);

3. a grandparent;

4. a son or daughter-in-law;

5. a grandchild; or

6. a sibling.

Section 22.3. Employees who are not eligible for paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

Section 22.4. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

Section 22.5. Any additional paid leave may be approved by mutual agreement between the County and the employee.

ARTICLE 23: CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

Section 23.1. Training Leaves. The County and the Union agree that continuous upgrading of employee skills and knowledge is beneficial to providing quality health care services to the public. Therefore, employees covered by this Agreement are encouraged, but not required, to take advantage of opportunities available for continuing study and self-improvement. To this end it shall be a policy of the Health Department where feasible and at the discretion of the Department Head to allow employees covered by this Agreement time off with or without pay and with or without related expenses to attend professional meetings and/or Union meetings and conferences which focus on job-related practice.

It is hereby agreed that the proceeding sections, do not, in any way, interfere with the department head's authority to grant or deny leave with or without pay and with or without related expenses.

Section 23.2. Continuing Education Time. The County shall provide all employees with a minimum of five (5) days of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education. Continuing education requests necessary to maintain licensure will be given priority. For purposes of this section, professional meetings shall be defined as: short-term conferences for professional growth and development of the individual nurses related to nursing, and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training. Conferences or portions of conferences relating solely to union business are not considered professional meetings.

ARTICLE 24: MILITARY LEAVE

Section 24.1. Military Leave. Employees shall receive military leave in accordance with King County policy, state and federal law, as amended.

Section 24.2. RCW 38.40.060 Military Leave for Public Employees. Every officer and employee of the state or of any county, city or other political subdivision thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for required military duty, training or drills, including those persons in the National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision their normal pay.

Section 24.3. RCW 49.77.030 Entitlement to Leave. During a period of military conflict a nurse who is the spouse of a member of the armed forces of the United States, or the National Guard or Reserves, who has been notified of an impending call or order to active duty, or has been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen (15) days of unpaid leave will be granted after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used, at the nurse's discretion. Nurses must provide the County with notice, within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or of the nurse's spouse's intention to take such leave under the circumstances stated above.

ARTICLE 25: JURY DUTY LEAVE

An employee shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within their normal (non-evening, non-night) work schedule shall notify their supervisor and if so directed report for work for the balance of their normal shift.

An employee who is scheduled off work during a period when called to serve jury duty will not suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either evening or night shifts while on jury duty shall not be required to report to work on any day when jury duty, including travel time, requires three or more hours of attendance. An employee who does not work their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the time the employee must report for regular duties.

ARTICLE 26: EXECUTIVE LEAVE

Section 26.1. Executive Leave for FLSA Exempt Employees. FLSA Exempt Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (DHR Policy 2021-0010).

ARTICLE 27: UNPAID LEAVES OF ABSENCE

Section 27.1. Leaves of Absence. Leaves of absence shall be administered in accordance with the County Personnel Guidelines.

Section 27.2. Leaves of Absence Requests. All leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested. An employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to one (1) year. Unpaid leaves of absence for thirty (30) calendar days or less shall not result in a loss of service credit or an adjustment to the service date.

ARTICLE 28: SAFETY STANDARDS

Section 28.1. Safe Working Conditions. Safe working conditions shall be provided in compliance with the Washington Industrial Safety and Health Act (WISHA).

Section 28.2. WISHA Standards. All work shall be performed in a competent manner in accordance with the Washington Industrial Safety and Health Act (WISHA).

Section 28.3. Personal Protective Equipment (PPE). The County shall make all reasonable efforts to ensure that employees are supplied with the proper PPE required for their position. If the County is unable to provide the proper PPE, employees will also be permitted to use their own personal

PPE on the job provided the PPE does not interfere with their duties, is appropriate for the workplace and complies with the County's safety requirements.

Section 28.4. Addressing Workplace Violence. The County is committed to providing a safe and secure workplace for all employees and will comply with King County policy number 2021-0008, Workplace Violence Prevention. Prominent signs communicating the County's zero tolerance for workplace violence shall be posted at each site. Prominent signs communicating the County's zero tolerance for workplace violence shall be posted at each site, at locations to be determined by the site-specific safety committees.

ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL

Section 29.1.1. Definitions. The following definitions shall apply for the purposes of administering this Article:

A. Seniority. The employee's total uninterrupted time in the bargaining unit, measured as total compensated hours excluding overtime, and up to a cap of two thousand eighty-eight (2088) hours for each consecutive twelve (12)-month period. If two employees have equal seniority, seniority shall be determined by the adjusted service date reflecting the employee's date of hire into a King County Career Service position. A Career Service employee covered by this Agreement who separates from a Career Service bargaining unit position in good standing and returns to a Career Service bargaining unit position within two (2) years of separation, will be credited with previously accrued bargaining unit seniority.

B. Layoff. Involuntary termination of employment or involuntary reduction/increase of work hours due to the elimination/reduction/increase of the position or its work hours for reasons of budget, efficiency or reorganization. An involuntary increase or reduction in the regular working hours of a position shall create the same vacancy placement and bumping rights for employees whose hours are increased/reduced as are created by the terms of this Article for whose position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

C. Qualified. The employee possesses the necessary knowledge, skills and abilities to competently perform the duties of a position; including required licenses and/or certifications, and would be eligible to be appointed to the position as a new hire. The determination of whether an employee is qualified is made by the Chief Nurse Officer at the time of the Employee RIF Notice.

D. Trial Service Period (TSP). For purpose of this Section, if an employee is required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the County according to the TSP terms stated in Article 34.7, the employee will be placed in layoff recall for a period of two (2) years consistent with this Article.

E. Layoff Divisions. Bargaining unit employees are in positions located in multiple departments and divisions in Public Health and the Department of Adult and Juvenile Detention. Each division shall be considered a Layoff Division. All bumping shall be limited to positions in the same Layoff Division where a position is being eliminated. A bargaining unit employee can only bump other less senior bargaining unit employees within their Layoff Division and cannot bump employees outside their Layoff Division.

Examples of current Layoff Divisions:

1. Admin/ODIR
2. Community Health Services
3. Prevention
4. Jail Health Services
5. Juvenile Detention

F. Employment Sector. Means the locality of the assigned work site of the employee subject to layoff:

1. Jail Health Services (JHS) Sector; includes

i. King County Correctional Facility

ii. Maleng Regional Justice Center

2. North Sector; sites include north of I-90, plus Columbia, sites in North Region A, and sites in North Region B.

3. South Sector; sites include south of I-90 plus sites in South Region A and South Region B.

Section 29.2. RIF Process: Individual Career Service Position.

A. Introduction. When the Department determines there is a need to eliminate a position, or reduce or increase the working hours of an individual existing position, the Department shall identify by job class and work site which position is to be eliminated or subject to involuntary increase or decrease in work hours. In the case of an involuntary increase or decrease in the work hours of a position, an affected employee shall first be given the ability to voluntarily accept the new work hours. The RIF Process outlined below shall not apply if an involuntary increase or decrease of a position's work hours occurs pursuant to the terms of the Part-Time Employment Program.

B. Employee RIF Notice. A Career Service employee in a position impacted by layoff shall be notified at least thirty (30) calendar days prior to the effective date of such layoff. The notice will include relevant information for the nurse to select Steps below, including notice of all available vacant bargaining unit positions. An informational copy of the notice will be provided to the Union.

C. Employee RIF Steps. Upon receipt of the Employee RIF Notice, the employee shall be allowed fourteen (14) calendar days to indicate their RIF Step selection. If the employee does not elect to be laid off (i.e., RIF Step 1), the employee must then elect to move into one or more available vacancies in accordance with RIF Step 2. If no vacancies are available to the employee under RIF Step 2, the employee may elect voluntarily to move into an available position under RIF Step 3 or choose to skip RIF Step 3 and proceed to RIF Step 4, and then Step 5. However, if an Exception is granted per 29.4.1 to an employee incumbent in their position, the employee shall not be subject to displacement by application of Step 4 and 5 (i.e. bumping) by a nurse with higher seniority. When an employee submits their RIF Step elections per the process below, the elections shall not be subject to further change by the employee.

1. RIF STEP 1. Employee can elect to be laid off and placed on the layoff recall list.

Employee can choose to skip Step 1 and proceed to Step 2.

2. RIF STEP 2. Employee must elect to move into vacant position(s) in the same job classification, same FTE, same Employment Sector, and in the same layoff division, provided the employee is qualified for the position(s). The Employee may choose to elect to move into one or more vacant positions in a different Layoff Division if they are qualified for the position. If the employee chooses to transition to a vacant position in a different Layoff Division or a different program within a Layoff Division and is deemed qualified, the employee must serve a trial service period.

If there are no vacancies the employee can fill per Step 2, the employee can choose to proceed to Step 3 or directly to Step 4.

3. RIF STEP 3. The employee may elect to move to a vacant bargaining unit position in a lower job class, provided the employee is qualified. Step 3 is not limited to vacancies within the applicable Layoff Division. The employee must serve a six (6) month trial service period when moving to a position in a lower job class.

Employee can choose to skip Step 3 and proceed directly to Step 4.

4. RIF STEP 4. Employee can elect to bump (i.e., displace) the least senior employee in the same job class within the same Layoff Division, provided the employee is qualified to bump into the position, has more seniority than the incumbent employee, and an exception has not been granted per 29.4.1. If the employee is unable to bump the least senior employee, the next least senior employee may be displaced from their position subject to the bumping terms. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee in a position that has been granted an Exception.

If there are no other employees the employee can bump via Step 4, the employee shall be able to proceed to bump consistent with Step 5.

5. RIF STEP 5. Employee can elect to bump the least senior employee in the bargaining unit in a lower paid classification in the same Layoff Division (e.g., PHN may bump RN), provided the employee has successfully completed a probationary period in the lower level classification. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee that has been granted an Exception per 29.4.1.

If there are no other employees the employee can bump per Step 5, the employee shall be subject to layoff, separated from employment, and placed on the layoff recall list.

D. EXCEPTION. Modification to seniority-based bumping in (Step 4 and 5) above may be authorized by the Chief Nurse Officer in consultation with manager/designee and human resources. Notice shall be provided to the Union that bumping out of seniority order is necessary to retain essential skills and qualifications.

Section 29.3. RIF Process: Multiple Career Service Positions

A. Introduction. When the Department determines the need to eliminate or change the work hours of multiple positions, the incumbents in the positions to be affected shall be notified at least thirty (30) calendar days prior to the effective date of the RIF (i.e., via Employee RIF Notice), and the following RIF Process shall be used.

B. Employee RIF Notice and RIF Steps. The County shall provide all potentially impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date of the RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with the most senior affected employee administered first, and the next most senior employee administered second, and so forth until all impacted employee elected RIF Steps have been processed. Administration of employee elections will be based on the elections being timely and properly submitted by the impacted employees within the fourteen (14)-day election period, starting the date the layoff notice was issued.

Any vacancies must be filled under Step 2 if the nurse is qualified for the position prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step 5. If an exception is granted per 29.6.1 to an individual employee and their position, the employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When an employee submits their RIF Step elections, the elections shall not be subject to further change by the employee.

C. EXCEPTION. An exception to seniority-based bumping may be authorized by the Chief Nurse Officer, with notice to the Union, only if bumping out of order is required to retain essential skills and qualifications.

Section 29.4. Appeal. The Chief Nurse Officer shall determine which positions an employee subject to layoff is qualified to select as an option. If the employee subject to layoff is not in agreement with the decision, the employee may appeal the decision to the Division Director within fourteen (14) calendar days. If an appeal is filed, the decision by the Division Director shall be final. If no appeal is filed, the decision by the Chief Nurse Officer is final. The determination whether an employee is qualified will assume an appropriate orientation to the new position.

Section 29.5. Layoff Recall List. Employees that separate employment due to a RIF (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would like to be placed on the layoff recall list for a period of two (2) years commencing from the effective date of their separation. Employees that affirm their interest to be placed on the layoff recall list shall be recalled to openings for which they are qualified in the classification that they were laid off in seniority order. Employee refusal of a recall job offer that is the same work hours and classification from which the employee was laid off shall result in removal from the recall list, unless the County authorizes an exception in writing.

Employees who are recalled into a position shall not serve a Trial Service Period if the new position is the same job classification, same program, and same Layoff Division as the position from which the employee was laid off. A recalled employee will serve a TSP if the new position is in a different job classification, or a different Layoff Division, or in a different program within a Layoff Division from the position in which they were laid off.

In the event the employee does not successfully complete trial service, the employee shall be placed on the layoff recall list for the remainder of the duration of the employee's initial two (2)-year recall period (not counting time spent while employed on trial service). If an employee is unsuccessful at two (2) consecutive trial service periods, the employee will be ineligible for a third layoff recall opportunity and shall not be returned to the layoff recall list.

The County may offer additional layoff options including, but not limited to, placement in other King County positions as provided in the Reduction in Force Planning and Implementation Guide or other County policies.

Section 29.6. Pursuant to the provisions of R.C.W. Title 50, King County is a participating County in the regular state unemployment compensation program.

ARTICLE 30: GRIEVANCE PROCEDURE

Section 30.1. Introduction. The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. The Union, employee, and the immediate supervisor are encouraged to make every attempt to appropriately resolve issues of concern between themselves in a timely manner prior to filing a formal grievance. Upon timely request by an Union representative to the County, the time period for initial filing of a grievance may be extended for a mutually agreed time in writing, to allow for efforts to resolve a potential grievance. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

Section 30.2. Valid Grievance and Arbitrability. A grievance subject to adjudication through this grievance procedure shall be defined as an alleged violation of one or more terms of this Agreement, and the Union shall provide the required information at each step in the grievance procedure. The required information that must be filed by the Union with a grievance, includes the following:

1. relevant background information and statement about the act or omission which is the basis for the grievance;

2. the date of such act or omission if known;

3. the Article(s) and Section(s) of this Agreement the Union asserts were violated or misapplied;

4. Union's formal remedy requested; and,

5. Union may also provide an informal proposed settlement resolution.

The Union shall not advance grievances related to disputing disciplinary action or termination concerning probationary and temporary employees (i.e., term-limited temporary and short-term temporary) because such employees are considered in "at-will" employment status. The Union may pursue grievances on behalf of temporary employees related to other alleged violations of the Agreement unrelated to disciplinary action.

The parties agree verbal coaching and counseling, letters of expectations, performance improvement plans, and similar non-disciplinary management interventions are not considered disciplinary action subject to just cause or the grievance procedure. A Verbal Reprimand or Written Reprimand may only be pursued to Step 3 of the grievance procedure and shall not be subject to further appeal at Step 4 Arbitration.

Section 30.3. Exclusive Representative. If employees have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless mutually agreed otherwise.

Section 30.4 Grievance Process.

STEP 1. Supervisor. A grievance shall be presented in writing by the Union on behalf of the aggrieved employee within thirty (30) calendar days of the occurrence, or the date the employee should have known of the occurrence of such grievance to the employee's immediate supervisor or designee. The written grievance shall include the required information in Section 30.2.

The immediate supervisor shall meet with the Union representative (and grievant if applicable). The immediate supervisor or designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting will be held during the employees' regular working hours. The supervisor shall notify the employee and the Union representative in writing of their decision within fifteen (15) calendar days after the meeting. If the response is sent via email, a "delivery receipt" will be added to the County email. If a grievance is not pursued to the next level within fifteen (15) calendar days of the Step 1 decision response provided to the Union, it shall be presumed resolved.

STEP 2. Division Manager. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the Union representative shall then present the grievance to the Division Manager/designee for investigation, discussion, and written reply. The written grievance shall include the required information from [Section 30.2].

The Division Manager/designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting should be held during a grievant' s regularly scheduled working hours if the Union has asked the grievant to attend. The Division Manager/designee after consulting with appropriate management stakeholders shall make a written decision available to the Union representative within fifteen (15) calendar days after the meeting. If the grievance is not pursued to the next higher level within fifteen (15) calendar days from the Union's receipt of the Division Manager's written decision, it shall be presumed resolved.

STEP 3. Office of Labor Relations. If the decision at Step 2 has not satisfactorily resolved the grievance, the Union may submit the grievance in writing to the Office of Labor Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance shall include the required information in [Section 30.2]. The Labor Negotiator will meet and/or discuss the grievance with the Union within fifteen (15) calendar days of the receipt of the written grievance by the Negotiator. If the Union invites a grievant to attend the meeting, the meeting should be held during the employee's regular working hours. The Negotiator, after investigation and appropriate consultation with management stakeholders, shall make a written decision available to the Union representative within fifteen (15) calendar days after the Step 3 hearing. If the response is sent via email, a "delivery receipt" will be added to the County email. If the grievance is not pursued to the next higher level within sixty (60) calendar days from the Union's receipt of the Step 3 written decision or as described in Step 4 below, it shall be presumed resolved.

STEP 4. Mediation and/or Arbitration. Should the decision of the Negotiator not resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to select a neutral third party to serve as mediator. This agreement shall be reached within thirty (30) calendar days of receipt of the Step 3 response by the Union. If such agreement cannot be reached, the Union may request arbitration within sixty (60) calendar days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Union may request arbitration within thirty (30) calendar days if either the County or the Union declares impasse at mediation. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and the Negotiator. Should arbitration be chosen, the parties shall then select a third disinterested party to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by the Federal Mediation Conciliation Services. The arbitrator will be selected from the list by both the department representative and the Union, each alternately striking a name from the list until only one remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. Additionally, the arbitrator must comply and adhere to any agreed upon limitations set forth expressly in this grievance procedure, including those described in [Section 30.2].

2. No matter may be arbitrated which the County by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in the RCW 41.56.

3. The cost of the arbitrator shall be borne equally by the County and the Union, and each party shall bear the cost of presenting its own case. Each party shall bear the cost of its own attorneys' fees regardless of the outcome of the arbitration.

The parties agree to otherwise abide by the award made in connection with any arbitrable difference. Each party shall bear the cost of any witnesses appearing on that party's behalf.

Section 30.5. Time Limits. Failure by the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the Union and County by mutual agreement in writing. Where a deadline falls on a weekend or holiday, the deadline will be extended to the next day that is not a weekend or holiday. If the Union has not received a response after a hearing at Step 1 or Step 2 or Step 3 within the time frames listed, the Union may elevate the grievance to the next step.

Section 30.6. Back Pay Awards. Arbitration awards shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen (15) calendar or less days prior to the initial filing of the grievance, unless the circumstances of the grievance were not and could not have been known by the grievant.

Section 30.7. Union Grievances. A grievance in the interest of two (2) or more employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure to the Division Manager or designee and be processed within the time limits set forth herein.

ARTICLE 31: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 32: WORK STOPPAGES

Section 32.1. No Work Stoppages. The County and the Union agree that the public interest requires the efficient and uninterrupted performance of Health Department services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union or its members shall not cause or condone any work stoppage, strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 32.2. Union's Responsibilities. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall order such Union members to cease engaging in such work stoppage.

Section 32.3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without leave and shall be considered to have resigned.

ARTICLE 33: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 34: DEFINITIONS

Section 34.1 Terminology. The terms used in this collective bargaining agreement shall have the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a few terms defined by KCC are provided below in *PART A*, but are not intended to modify the term definitions provided in KCC. *PART B* of this Article contains terms and definitions unique to this CBA.

PART A: KCC TERMS

Section 34.2. "Class" or "classification" means a position or group of positions, established under authority of this chapter, sufficiently similar in respect to the duties, responsibilities and authority thereof, that the same descriptive title may be used to designate each position allocated to the class.

Section 34.3. "Career Service employee" means a county employee appointed to a Career Service position as a result of the selection procedure provided for in King County Code, Chapter 3, as amended, and who has completed the probationary period.

Section 34.4. "Comprehensive Leave Benefit Eligible Employee" is a new employment status term in KCC that includes full-time regular, part-time regular, provisional, probationary and term-limited temporary employees/positions. Excluded are employees in short-term temporary (STT) positions and administrative interns/positions. See KCC for specific definitions of these terms. This term was created, in part, to recognize that STTs are newly eligible to accrue sick leave in accordance with state law.

Section 34.5. "Term-limited temporary employee" means a temporary employee who is employed in a term-limited temporary position. Term-Limited Temporary employees are not members of the Career Service. Term-Limited Temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects capital improvement projects and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

A. Temporary employees (including term-limited temporary) do not hold regular positions. *[per King County Code 3.12.010 (NNN)]*

Section 34.6. "Short-term temporary employee" means a temporary employee who in in a type of position in which a temporary employee works less than nine hundred ten hours (910) in a calendar year in a work unit in which a thirty-five (35)-hour work week is standard or less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty (40)-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the director, in consultation with the department, is responsible for determining what hour threshold will apply.

A. Temporary employees (short-term temporary employees) do not hold regular positions. *[per King County Code 3.12.010 (NNN)]*

PART B: SPECIAL CBA TERMS

Section 34.7. Trial Service Period ("TSP"). The County may initiate a TSP for an employee per Section 11.4 Lateral Voluntary Transfer and Article 29 Reduction in Force, Layoff, Recall.

The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge, training and skills necessary to competently perform in a new position. The timeframe for a TSP shall be six (6) months in duration, which may be waived early by the County if the employee demonstrates sufficient competency in the position. The County may end a TSP if management objectively assesses that an employee is not demonstrating sufficient progress to be able to competently perform the duties of the new position by the end of the TSP period. Likewise, an employee may end the TSP if they determine the new position is not an appropriate match. Unlike probation, successful completion of a TSP does not result in a wage step increase.

A. TSP in Layoff Recall Scenario. If an employee is serving a TSP as a result of being recalled to a new position per Article 29.5, and the County ends the TSP for the reasons stated in the foregoing paragraph, the employee will be placed back in layoff recall status. In the event the employee does not complete the TSP, the employee shall be placed back on the layoff recall list for the remainder of the duration of the employee's initial two (2)-year recall period, except all time spent in TSP status will be added to the layoff recall period. For example, assume employee is laid off January 2020. They are in layoff recall status for six (6) months, and recalled June 2020, and must serve a six (6) month TSP. Employee terminates TSP on August 2020 (three (3) months of TSP) and returns to layoff recall status. Employee will be eligible for layoff recall until March 2022 because their layoff recall period was extended by three (3) months due to time spent in TSP.

B. TSP in Voluntary Transfer Scenario. If an employee is serving a TSP per a Lateral Voluntary Transfer, and the employee or management terminate the TSP for the reasons stated above, the employee shall be moved back into their former position occupied prior to the transfer if the position is vacant and available. If their former position is not available, the employee may elect to move into any available vacancy that is in the same classification, same Division, and same program as their former position. If the employee is not qualified for any available vacancy above, the employee will be laid off and placed directly in layoff recall.

ARTICLE 35: TERM OF AGREEMENT

This Agreement (inclusive of all Addendums) covers the period from January 1, 2026, through December 31, 2029. The terms shall be in effect when ratified by the parties, unless a different effective date is specified. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31, 2029.

APPROVED this _______________ day of ____________________, 2026.

By: ______________________________

King County Executive

For Washington State Nurses Association - Supervisors and Managers Unit:

Signed by:
Linda Burbank
FF12CE5AC2FF492...
8/17/2026

Linda Burbank, JD, BSN, RN | Date
WSNA Nurse Representative

Signed by:
Christopher Salatka
4C3F81EC4A36489...
8/18/2026

Christopher Salatka, MSN, RN | Date
WSNA Local Unit Co-Chair

DocuSigned by:
E21BE5D14E154DD...
8/18/2026

Zerai Asgedom, BSN, RN | Date
Grievance Officer

Signed by:
Danielle Franco Malone
D948EF9DC3514D2...
8/18/2026

Danielle Franco-Malone | Date
WSNA Attorney

ADDENDUM A
JOB CLASSIFICATION WAGE RATES

1/1/2026 Salary Schedule (reflects 3.75% GWI increase per Article 6.2)

Job Class Code	People Soft Job Code	Class	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*	*Step 11*
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	$ 52.65	$ 55.22	$ 56.57	$ 57.94	$ 59.40	$ 60.86	$ 62.32	$ 63.85	$ 65.42	$ 67.00	$ 68.69
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	$ 60.56	$ 63.51	$ 65.07	$ 66.63	$ 68.31	$ 69.97	$ 71.68	$ 73.42	$ 75.24	$ 77.06	$ 79.02
3313300	332302	Personal Health Services Supervisor (Clinic)	$ 57.99	$ 60.86	$ 62.32	$ 63.85	$ 65.42	$ 67.00	$ 68.67	$ 70.25	$ 71.84	$ 73.46	$ 75.34
3313310	332303	Personal Health Services Supervisor (Jail)	$ 66.67	$ 69.97	$ 71.68	$ 73.42	$ 75.24	$ 77.06	$ 79.00	$ 80.79	$ 82.62	$ 84.46	$ 86.61
3308100	330802	Nurse Recruiter	$ 52.65	$ 55.22	$ 56.57	$ 57.94	$ 59.40	$ 60.86	$ 62.32	$ 63.85	$ 65.42	$ 67.00	$ 68.69

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	$ 61.34	$ 64.33	$ 65.86	$ 67.43	$ 69.05	$ 70.73	$ 72.42	$ 74.19	$ 75.93	$ 77.78	$ 79.67
3319200	333601	Nurse Manager* (Jail)	$ 70.53	$ 73.98	$ 75.74	$ 77.53	$ 79.40	$ 81.35	$ 83.28	$ 85.30	$ 87.33	$ 89.43	$ 91.63
3320300	333801	Occupational Health Program Manager*	$ 70.53	$ 73.98	$ 75.74	$ 77.53	$ 79.40	$ 81.35	$ 83.28	$ 85.30	$ 87.33	$ 89.43	$ 91.63
		ANNUAL											

***Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

1/1/2027 Salary Schedule (reflects 3.75% GWI increase per Article 6.3)

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	$ 54.63	$ 57.29	$ 58.70	$ 60.12	$ 61.62	$ 63.14	$ 64.66	$ 66.24	$ 67.88	$ 69.51	$ 71.27
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	$ 62.83	$ 65.89	$ 67.51	$ 69.13	$ 70.87	$ 72.59	$ 74.37	$ 76.18	$ 78.06	$ 79.94	$ 81.98
3313300	332302	Personal Health Services Supervisor (Clinic)	$ 60.16	$ 63.14	$ 64.66	$ 66.24	$ 67.88	$ 69.51	$ 71.25	$ 72.88	$ 74.53	$ 76.21	$ 78.17
3313310	332303	Personal Health Services Supervisor (Jail)	$ 69.17	$ 72.59	$ 74.37	$ 76.18	$ 78.06	$ 79.94	$ 81.96	$ 83.82	$ 85.71	$ 87.63	$ 89.86
3308100	330802	Nurse Recruiter	$ 54.63	$ 57.29	$ 58.70	$ 60.12	$ 61.62	$ 63.14	$ 64.66	$ 66.24	$ 67.88	$ 69.51	$ 71.27

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	$ 63.64	$ 66.74	$ 68.33	$ 69.96	$ 71.63	$ 73.38	$ 75.13	$ 76.97	$ 78.78	$ 80.70	$ 82.66
3319200	333601	Nurse Manager* (Jail)	$ 73.17	$ 76.76	$ 78.58	$ 80.44	$ 82.38	$ 84.40	$ 86.40	$ 88.50	$ 90.60	$ 92.79	$ 95.07
3320300	333801	Occupational Health Program Manager*	$ 73.17	$ 76.76	$ 78.58	$ 80.44	$ 82.38	$ 84.40	$ 86.40	$ 88.50	$ 90.60	$ 92.79	$ 95.07

***Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

ADDENDUM B
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

The Washington State Nurses Association (the Union) and King County (the County) agree that the Department of Adult and Juvenile Detention may end meal service provided in jail facilities subsequent to the date that agreements to end meal service are ratified with the King County Corrections Guild (Department of Adult & Juvenile Detention) and the Washington State Nurses Union (Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)). The terms of the parties' Collective Bargaining Agreement provide sufficient consideration for the elimination of meal service in jail facilities.

ADDENDUM C
EMPLOYEE PERSONAL VEHICLE
PARKING RATES
GOAT HILL GARAGE AND KING STREET CENTER

King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under this collective bargaining agreement who choose to use their own personal vehicles and park at the Goat Hill Garage or King Street Center will be subject to parking rates as follows. Parking fee reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County Correctional Facility.

Rates	Type	Current
Monthly Rates	Unreserved	$300
	Reserved	$385
	Carpool/Electric Car	$210
	ADA	$150
Daily Rates	Daily Maximum	$20
	After-Hours / Weekend	$7
	Motorcycles	$5

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0245.1 **Sponsors** Perry

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse staff in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse staff in the department of public health and the department of adult and juvenile detention, which is Attachment A to this ordinance; and establishing the effective date of said agreement.

SECTION 2. Terms and conditions of the agreement shall be effective on January 1, 2026, through and including December 31, 2029.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. Agreement Between KC & WA State Nurses Association Representing Staff Nurses in Seattle-King County Public Health & Dept. of Adult & Juvenile Detention, Juvenile Division

AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING STAFF NURSES
IN SEATTLE-KING COUNTY PUBLIC HEALTH AND
DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION

AGREEMENT BETWEEN KING COUNTY AND WASHINGTON STATE NURSES ASSOCIATION REPRESENTING STAFF NURSES IN SEATTLE-KING COUNTY PUBLIC HEALTH AND DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION

These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the Union). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Seattle King County Public Health and the Department of Adult and Juvenile Detention hereinafter the County) and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the County and its employees including cooperation in reducing negative impacts to the County's equity and social justice goals. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 2: NON-DISCRIMINATION

Section 2.1. Gender-Neutral Language. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to any gender.

Section 2.2. Non-discrimination. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, marital status, pregnancy, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression

Section 2.3. Avenue of Redress. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination or violations of this Article are a component, and not the sole alleged violation, may otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration, while remaining alleged violations may be advanced to arbitration.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES

Section 3.1. Bargaining Unit. The County hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all employees employed within the Department as defined by the classifications listed in Addendum A to this Agreement. This shall include all employment position types used by the County (e.g., career service, term-limited temporary, and short-term temporary). Should the County create a new non-management classification that requires an RN or LPN license, the County will notify the Union.

Section 3.2. Union Membership. All employees covered under the terms of this Agreement may voluntarily join the Union as a member. The County agrees the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any Union or other employee organization.

Section 3.3. Payroll Deduction. Upon receipt of a written authorization individually signed by an employee voluntarily, the County shall deduct from the pay of such employee who has so authorized it the amount of dues and initiation fee or representational fees as certified by the Union and transmit the same to the Union. The information will be provided in Excel, CSV or Tab Delimited format.

The County will refer all employee inquiries regarding dues deduction revocation to the Union. Employees may revoke their authorization for dues payroll deductions by written notice to the Union in accordance with the terms and conditions of their dues authorization form. Every effort will be made to discontinue dues payroll deductions not later than the second payroll period after the County receives written confirmation from the Union that the terms of an employee's authorization regarding dues deduction revocation have been met.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any deduction of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the deduction provision upon presentation of proper evidence thereof.

Section 3.4. Non-discrimination. No employee shall be discriminated against for any lawful Union activity, including serving on an Union committee or as local unit chairperson outside of scheduled working hours**.**

Section 3.5. Visitation. A representative of the Union may, after notifying the Department Official in charge who is outside of the bargaining unit, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Union representative shall limit their activities during such investigation to matters relating to this Agreement. Department work hours shall not be used by employees or the Representative of Washington State Nurses Association for the conduct of Union business or the promotion of Union affairs.

Section 3.6. Bargaining Unit Roster. On a quarterly basis (i.e. during the months of January, April, July, and October) King County Payroll will provide the Union a complete list of employees covered by this Agreement. The list will include first name, last name, job classification, FTE status, rate of pay, adjusted service date, home address, and telephone number for each employee. The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

In addition, the County will provide a monthly roster list of new hires into the bargaining unit and a list of terminations. The monthly roster list shall include first name, last name, job classification, FTE status, and adjusted service date or termination date. The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

Section 3.7. New Employee Orientation. The local unit chairperson or designee will be afforded up to thirty (30) minutes to meet with all new employees within the new employee's first ninety (90) calendar days of employment per requirements in RCW 41.56.037, to provide information on the Union and this Agreement. Upon request by the Union, the County will allow a new employee time to meet with an Union representative within the first (12) calendar days of employment.

Section 3.8. Paid Status for Negotiation Team Members. The following shall apply concerning paid release for WSNA Staff Bargaining Unit negotiation team members who are bargaining for a successor CBA. The county will provide paid time for employee representatives in the Bargaining Unit to participate on the WSNA bargaining team for a total of four hundred (400) hours related to CBA negotiations subject to the following:

1. The County agrees to release a total of four (4) bargaining unit members for CBA negotiations.
2. Individual employee requests for paid release time may be denied if approval would result in operational disruption – similar to a circumstance when vacation requests are denied.
3. On days the parties meet for CBA negotiations regularly scheduled hours not spent in negotiations should be account for by:
   - **a.** Working hours whenever feasible
   - **b.** Requesting and receiving other qualifying paid leave for the hours
4. Paid release time shall not count as time worked for contractual overtime.

Section 3.9. Public Records Requests. When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the County will provide the employee notice of the request in advance of the release date. If the County receives a public records request for personal information for the entire membership of the Union working for the County, the County shall notify the Union as soon as possible, and if possible prior to the release of the information.

In response to a public records request made pursuant to RCW 42.56 for employee information, in accordance with RCW 42.56.250, the County will not release any information from personnel records and or public employment related records identified in RCW 42.56.250 about any employee's residential address, residential phone numbers, personal phone numbers, personal email addresses, social security numbers, or driver's license in response to a public records request.

Section 3.10. Electronic Devices. The County will permit the Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations, or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

Section 3.11. PAC Deductions. During the term of this Agreement, the County will deduct the sum specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with the County, the authorized form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly transmitted to the Union by a check separate from the dues deduction check payable to its order. Upon completed transmission of a check to WSNA, the County's responsibility shall cease with respect to such deductions. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts. The County agrees to direct all communications from nurses regarding payroll deduction to WSNA. The Union hereby undertakes to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that shall arise against the County for or on account of any such deductions made from the wages of such nurse.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 4.1. The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and to direct the workforce except as may be limited by the express provisions of this Agreement. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees; recruiting, examining, evaluating, promoting, training, transferring employees consistent with Article 11, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying employee classifications; determining the method, materials, and tools to accomplish the work; establishing reasonable work rules; establishing the hours of work and changing work schedules consistent with Article 10; determining work locations; and the right to take whatever actions may be necessary to carry out the Department's mission in case of emergency. The County agrees to discharge any notice or bargaining obligations to the extent required by law.

Section 4.2. Change of duties. The County retains the right to alter the duties of a position. The status of the incumbent is not affected when altered duties are consistent with the classification specifications. Major alteration of essential duties must be preceded by notice of the alteration to all affected employees. The County will provide necessary training and identify performance expectations.

ARTICLE 5: CONFERENCE COMMITTEES

Section 5.1. Local Conference Committees. The Department jointly with the elected representative of the employees covered by Addendum A of this Agreement shall establish a Local Conference Committee at each work site to assist with mutual problems regarding nursing personnel and client care, and for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually agreed and operate according to mutually agreed ground rules. The Local Conference Committee shall consist of three representatives of administration and three representatives of the employees (one of whom may be the Local Unit Chairperson or their designee). The representatives may be rotated as needed depending on the issues to be discussed. A Local Conference Committee may refer subjects to the Executive Conference Committee.

Section 5.2. Executive Conference Committee. An Executive Conference Committee is established for issues affecting the Department or bargaining unit as a whole, except for matters for which another procedure is provided by law or other provisions of this Agreement. The Executive Conference Committee shall consist of equal numbers of representatives of administration and the Union. Union representatives shall be the elected officers of the bargaining unit.

The Executive Conference Committee shall operate according to mutually agreed ground rules. The function of the committee shall be limited to an advisory rather than a decision-making capacity.

Section 5.3. Conference Committee Operations. The parties agree that the ground rules of the Executive Conference Committee and Local Conference Committees will include provisions for recording and distributing meeting minutes.

Union representatives to the Conference Committees shall be provided release time with pay to attend meetings.

Section 5.4. Staffing. The County recognizes that implementing a joint labor/management partnership for consideration and review of staffing issues produces a better work environment that ensures that patients and clients receive quality care and that there is recruitment and retention of LPNs, RNs, PHNs, APNSs, and ARNPs. Upon request of either party, staffing issues may become a standing agenda item at Local Conference Committees and/or Labor-Management Committees. The County will inform the Union through the Conference Committees if changes in the general staffing plan for nursing are considered. Such changes will be thoroughly discussed and any changes to the general staffing plan shall maintain community standards of care.

Nurses are encouraged to raise and report patient care and staffing concerns and will not be disciplined for doing so. Staffing concerns will be discussed at Conference Committee**.**

Section 5.5. Joint Labor/Management Staffing Partnership. The County will make its staffing plans available for each work site. The County and the Union will utilize Joint Labor/Management Committees to develop a process for the purpose of identifying measures that can be used to inform staffing decisions. Similar measures will be identified that will be utilized to understand patient outcomes and the impact of staffing levels on patient outcomes.

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION

Section 6.1. Job Titles Wage Rates. The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

Section 6.2. Wage Step Increases. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 6.3. 2026 General Wage Increase (GWI). Effective January 1, 2026, the classification wages listed in Addendum A shall be increased by three and three-quarters percent (3.75%).

Section 6.4. 2027 GWI. Effective January 1, 2027, the classification wages listed in Addendum A shall be increased by three and three-quarters percent (3.75%).

Section 6.5. 2028 COLA. Effective January 1, 2028, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2027 base wages derived from the formula below.

A. COLA will be ninety-five percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W

B. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

C. Regardless of the result calculated using this formula, the annual COLA shall not be more than four percent (4%) and shall not be less than three percent (3%).

Section 6.6. 2029 COLA. Effective January 1, 2029, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2028 base wages derived from the formula below.

A. COLA will be ninety-five percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2029, shall be calculated as the average of the year-over-year percentages from the August 2027, October 2027, December 2027, February 2028, April 2028, and June 2028 values of the CPI-W.

B. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

C. Regardless of the result calculated using this formula, the annual COLA shall not be more than four percent (4%) and shall not be less than two percent (2%).

Section 6.6. Wage Step Increases. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 6.7. Longevity Premium. Full-time Career Service and part-time Career Service nurses shall receive the following longevity premiums based upon their length of service with the Department.

after 8 years (96 months) of service	2% above the nurse's Step
after 10 years (120 months) of service	3% above the nurse's Step
after 12 years (144 months) of service	4% above the nurse's Step
after 15 years (180 months) of service	5% above the nurse's Step
after 17 years (204 months) of service	6% above the nurse's Step
after 20 years (240 months) of service	7% above the nurse's Step

Longevity premium pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

6.7.1 Effective January 1, 2028, Section 6.7, above, will be struck and the eleven (11)-step wage scale will transition to a twenty-one (21)-step scale, as reflected in Appendix A.

Bargaining Unit members will move on to the scale at the step which is closest to their current pay (base hourly rate of pay plus longevity) without a loss in pay. Such transition to the new wage scale will be based on the pay scale in effect December 31, 2027, i.e. the January 1, 2028, GWI will be applied to the nurse's new step.

Section 6.8. JHS Assignment Premium: Bargaining unit positions in Jail Health Services will receive a fifteen percent (15%) pay differential as reflected in Addendum A of this Agreement. All part-time and full-time career service and part-time and temporary and term-limited temporary nurses working in non-jail positions who are temporarily assigned to perform the duties of a Jail Health Services position will be paid fifteen percent (15%) per hour above the nurse's base rate of pay. The applicable general assignment and JHS assignment rates for each job classification are as listed in Addendum A.

The JHS rate is a "base" or "regular" rate of pay and is payable for paid leave and holiday pay. Additionally, JHS Assignment Rate shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 6.9. Shift Differentials. A bargaining unit employee scheduled to work in a twenty-four (24)-hour facility or site which is staffed for twenty-four (24)-hour operation and scheduled to work during the evening shift or night shift, shall receive one of the following shift differentials for all hours worked during such shift.

Evening Shift: $2.50 per hour

Night Shift: $4.00 per hour

The applicable premium will be paid for all time worked during the corresponding shift. For twenty-four (24)-hour facilities in Public Health the shifts are as follows:

	MRJC	**KCCF**	**CCFJC**
Day Shift	0600 - 1400	0615 - 1415	0700 - 1500
Evening Shift	1400 - 2200	1415 - 2215	1500 - 2300
Night Shift	2200 - 0600	2215 - 0615	2300 - 0700

Those employees not working at a twenty-four (24)-hour facility will receive the evening shift differential for all hours worked after the normal business hours of 5:00 p.m. Employees that request to work an alternative schedule as defined in Article 13.4 are not eligible to receive a shift differential.

The above differential shall be considered part of the nurse's regular rate for purposes of overtime pay calculations.

The above shift differential shall apply to time worked as opposed to time off with pay and therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay, bereavement leave, etc.

Pay differentials made pursuant to this section shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 6.10. Weekend Premium. A weekend premium shall be paid for all regular hours of work on weekends at the rate of four dollars ($4.00) per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work beginning with the night shift on Friday and through evening shift on Sunday.

Weekend premium pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 6.11. Standby/Callback/Clinical Call.

A. **Standby**. Whenever an employee covered by this Agreement is placed on standby duty by the Department, the employee shall be available at a pre-designated location to respond to emergency calls and, when necessary, return immediately to work. The Department will first seek volunteers for nurses to be on standby. If not, enough volunteers are available, the Department will utilize a system providing appropriate consideration for seniority to be developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned. The Department reserves the right to determine the standby assignments.

Phone calls received by nurses on standby which do not result in the need to return to work shall be logged and paid for at time and one-half (1-1/2) for actual hours worked six (6) minute minimum, rounded to the nearest six (6) minute increment. It is understood that phone calls while on standby do not constitute a callback.

B. **Callback.** If an employee is required to return to work while on standby duty, the employee will be paid time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours due. Standby pay and callback pay shall not be paid simultaneously.

C. Nurse Practitioner Clinical Call. Nurse practitioners placed on Clinical Call shall be paid at the rate of twelve percent (12%) of the straight time hourly rate of pay listed in Addendum A for all hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be logged and paid for at time and one-half (1-1/2) for all hours worked with a five (5) minute minimum. The Department reserves the right to determine the Clinical Call assignments.

D. In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may choose compensatory time equivalent to such pay.

D.1. Standby/Callback/Clinical Call – Prevention Division. When a nurse earns Standby/Callback/Clinical Call pay as provided herein, they may be offered the option of flex time, pursuant to Section 10.4, or to use compensatory time (Section 10.7).

Pay differentials made pursuant to this section shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 6.12. Bilingual Premium Pay.

6.12.1. Bilingual Pay Position Designation. Effective prospectively upon ratification and implementation of this agreement, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. Employees in such designated positions are eligible to receive bilingual pay premiums as defined below. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate adjustment of the bilingual pay premium. The existing assignments will be reviewed annually to determine whether one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for all positions. Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual services.

6.12.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium eligible positions must demonstrate sufficient language proficiency in the target language as determined by the County. Employees may be required to successfully retest their language proficiency at any time. Job classifications that have core interpreter/translator functions are ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is excluded on all hours compensated but not worked.

6.12.3. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the "desired" use of one (1) or more specific non-English language or ASL will receive a one dollar ($1.00) per hour premium on actual hours worked.

6.12.4. Bilingual Skills Required Pay Premium. Eligible employees whose job duties include the "required" use of one (1) or more specific non-English language or ASL will receive a two dollar ($2.00) per hour premium on actual hours worked.

6.12.5. Implementation. Section 6.12 applies prospectively and replaces any and all bilingual pay premiums provided herein or other practices. Upon implementation, the County will notify employees currently receiving bilingual pay premiums of whether their position is designated as "desired" or "required" to use of one (1) or more specific non-English language or ASL. Employees may be required to successfully retest their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums.

6.12.6. Indemnification. The County shall indemnify employees consistent with King County Code 2.21.060.

6.12.7. Testing. Language proficiency testing and release time will be provided in accordance with County policy.

Section 6.13. Certification Premium Pay.

All currently employed nurses who are certified in a specialty area by a national nursing organization and relevant to their nursing practice shall be paid a premium of fifty dollars ($50) per biweekly pay period, provided the particular certification has been approved by the Nursing Office and their respective manager, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of documentation of certification is received by the County.

Any nurse who desires to become certified in a specialty area relevant to their practice and wishes to receive certification premium shall make such request in writing to the County prior to embarking on obtaining the certification. Subject to budgetary constraints, the County shall grant requests for premium certification for a certification that is relevant to the nurse's practice area provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. In the event of an involuntary transfer certification premiums shall remain effective until the year-end review of certifications or upon expiration of the certification, whichever date comes first

Any certifications that are already a job requirement (e.g., Nurse Practitioner Board Certification for ARNP) will not qualify the nurse to receive the certification premium. The following non-exhaustive list are examples of approved certifications:

Advanced Practice Nurse Specialists Certifications

- Child/Adolescent Psychiatric–Mental Health CNS
- Pediatric CNS
- Public/Community Health CNS
- Diabetes Management—Advanced
- Certified Correctional Health Professional – Advanced
- Certified Occupational Health Nurse
- Certified Nurse Educator
- Certified Infection Control

RN/PHN Certifications

- CCHP-RN Certification
- International Board Certified Lactation Consultant (IBCLC)
- Ambulatory Care Nursing
- Community Health Nursing
- Advanced Forensic Nursing
- Diabetes Management
- Nursing Case Management
- Pediatric Nursing
- Psychiatric-Mental Health Nursing
- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

Section 6.14. Preceptor Assignments. Nurses assigned as preceptors shall be paid one dollar and fifty cents ($1.50) per hour more than their normal hourly rate and in accordance with this Section. This premium pay shall only be due for hours actually worked and not for paid leave benefits. Preceptor premium pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA. The Department shall reduce to writing the length of each preceptor assignment.

A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health Nurse, Advanced Practice Nurse Specialist, or Advanced Registered Nurse Practitioner with at least one (1) year of continuous relevant experience who is assigned specific responsibility for planning organizing, teaching, and evaluating the new skill development of a student intern or nurse employed by the Department who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-based competencies, and goal directed education for a defined time period. A Charge Nurse is eligible for preceptor pay.

It is understood that nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses without receiving Preceptor pay. This includes providing information, support and guidance to new nurses in the Department.

Section 6.15. Charge Nurse Pay. A nurse assigned the duties of Charge Nurse has assigned, limited supervisory and leadership responsibilities in addition to providing direct patient care services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium over the nurse's base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA. Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and distribution of work or maintenance of a balanced workload among employees. A Charge Nurse shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions. There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with an explanation to the affected nurse.

Nurses who feel they should receive the Charge Nurse Pay may submit a request to their immediate supervisor that their responsibilities be reviewed to determine whether they should receive the Charge Nurse designation. If the designation is not made following the review and the nurse continues to believe their responsibilities warrant a Charge Nurse designation, the nurse may access the grievance procedure through Step 4.

Section 6.16. Report Pay. Any nurse who reports for their scheduled shift and is sent home without completing their shift shall be paid a minimum of four (4) hours report pay. Report Pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 6.17. Return to Employment. Nurses who retire or separate in good standing and subsequently return to their previous or new classification on a part-time, temporary, term-limited basis, or career service basis may be hired at any step of the salary range upon the approval of the Department Director and/or designee, based on the nurses' previous relevant nursing experience. A nurse who returns to the classification held at the time of separation shall be paid at no less than the rate they received at the time of separation.

Section 6.18. Part-time and temporary employees. If a part-time or temporary employee (not necessarily the same person) has worked for one thousand forty-four (1,044) hours in a period of twelve (12) or fewer months, the Union may request a meeting with the County to review the feasibility of posting a position at that site to fill the hours which have been filled by a Part-time and temporary employee. If such a need is jointly determined, the Department Director shall make a position request to the Budget Office.

Upon request, the Department will provide annual reports to the Union on the use of part-time and temporary employees employed during the year. The report shall include the names of part-time and temporary employees by work site, classification and the number of hours worked by each part-time and temporary employee.

6.18.1. Part-time and temporary employees shall be eligible for standby pay, callback pay, shift differentials, weekend premium and jail premium pay.

6.18.2. Part-time and temporary nurses are not entitled to holidays, bereavement leave or other paid leaves. If required by state law, sick leave will be provided by applicable provisions in Article 15.

6.18.3. In accordance with King County Code (3.12.040), part-time and temporary employees, other than probationary, provisional and term-limited employees, who exceed the calendar year working hours threshold shall receive compensation in lieu of leave benefits at the rate of fifteen percent (15%) of gross pay for all hours worked, paid retroactive to the first hour of employment and for each hour worked thereafter. The employee will also receive a one (1)-time only payment in an amount equal to the direct cost of three (3) months of insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such additional compensation shall continue until termination of employment or hire into a full-time regular, part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits may elect to receive the medical component of the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who so elects shall remain in the selected plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of change or cancellation during the employee benefits annual open-enrollment.

Section 6.17. Deferred Compensation. New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to "opt out" at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

Section 6.18. Master's/Doctoral Step. Any nurse attaining a Master's and/or Doctoral Degree in Nursing while employed at King County shall receive an increase of one (1) step per degree up to a maximum of two (2) steps total, provided the nurse is not already at the top step of the wage scale. The increase will be effective the first full pay period after the date a copy of documentation of the degree is received by the County.

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

Section 7.1. Health Benefits. King County presently participates in insured medical, dental, vision, long term disability, accidental death and dismemberment, and life insurance programs. The plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Union. The JLMIC has negotiated the benefits agreement for 2023, 2024, and 2025. The Union further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next successor JLMIC Agreement, whichever has a later expiration.

Section 7.2. Workers' Compensation Benefits. Employees covered by this Agreement shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

Section 7.3. Professional Liability Insurance. Employees covered by this Agreement are covered by the liability protection as provided in the King County Code for acts committed in good faith and within the scope of their official County duties.

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS

Section 8.1. Licensing/Certification Requirements - Condition of Employment. All nurses must meet licensing and certification requirements as a condition of hire and continued employment. Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from their current position or terminated from employment. Nurses employed in positions at the detention facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

Section 8.2. License Fees. The County shall pay for the cost of the following license fees for career service employees, and for term-limited temporary employees that have been employed by the County for at least one (1) year.

- Renewal for Registered Nurse License;
- Renewal for Licensed Practical Nurse License
- Renewal for ARNP license; and,
- Application and renewal fees of state authorized prescriptive authority.

Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission. The County recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which is solely empowered by law to promulgate and interpret such rules and regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also practice in conformity with the rules and regulations promulgated by the Washington State Board of Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must notify the Nursing office when action is taken by the Board of Nursing affecting their license. All nurses working in positions at the detention facilities (e.g., KCCF, MRJC, JDC) must obtain and maintain security clearance to those facilities.

Section 8.4. ARNP Credential Verification Fee. ARNP's, as a condition of employment (and at the time of the offer of employment), must undergo initial verification of their professional credentials. Newly hired ARNPs may opt to have the direct fees for such verification of credentials deducted from their first paychecks.

ARTICLE 9: MILEAGE AND PARKING

Section 9.1. Mileage Reimbursement. An employee who is required or authorized by the Department to provide a personal automobile for use in Department business shall be reimbursed for such use at the rate established by the Internal Revenue Service, excluding commutes from home to the assigned worksite.

Section 9.2. Parking.

9.2.1. For those jail nurses who are normally assigned to work downtown but are required to use their automobile for their work for the Department, parking shall continue to be provided downtown at the Department's expense during the term of the contract.

Parking expenses incurred by employees while using personal or Department vehicles in the course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly basis on a form prescribed by the Department to include any required proof of payment as defined by the Department.

Nurses working the evening shift in the jail who desire parking in the Goat Hill Garage must pay for the cost of parking as set by County ordinance. Nurses working the night shift in the jail will be eligible to receive reimbursement for parking in the Goat Hill Garage. Parking options otherwise shall be available for all other jail staff in the same manner as provided all other County employees by ordinance of the King County Council.

Due to ongoing recruiting and retention challenges facing Jail Health Services, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours" rate. This benefit shall sunset on December 31, 2029. Current practices relating to employee parking at the CCFJC will continue through the term of this Agreement.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 10.1. Workday. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work. Per Section 10.8, other work schedules than eight (8) hours per day and five (5) consecutive days per week may be established.

Section 10.2. Work Week. The current FLSA work week shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. Friday, except employees in Jail Health Services ("JHS") shall have an FLSA workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. Other seven (7)-day work week beginning and ending times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule). Upon request, copies of schedules and alternative work week designations shall be provided to the Union and to the Office of Labor Relations.

Section 10.3. Change to FLSA Workweek. The parties agree that the next time there is occasion to conduct a widescale re-bid at either Jail Health Services site (KCCF or MRJC), the re-bid may include at the discretion of the County a change to the FLSA workweek upon new pattern work schedules taking effect. If this option is exercised, the FLSA workweek for JHS employees will change from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:00 a.m. and ends Friday at 11:59 a.m. Nurses will not incur a loss of pay as result of the transition period.

Section 10.4. Flex Schedule. This shall mean that on a day-to-day basis the employee may request or agree to a revision in the schedule of work hours, working more hours than scheduled on one day and less on another day during the same work week. Upon mutual agreement between the employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours worked in excess of forty (40) in a work week. The mutually agreed upon flex schedule will not trigger daily overtime for hours in excess of the regularly scheduled shift.

Section 10.5. Hours Worked In Excess of Forty In a Workweek ("FLSA Overtime"). All work performed over forty (40) hours in any one (1) FLSA workweek shall be paid at the rate of one and one-half times the nurse's FLSA base rate of pay, plus applicable premiums and differentials, in accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours worked, plus one-half the employee's hourly regular rate of pay times all overtime hours worked).

Section 10.6. Hours Worked In Excess of Regularly Scheduled Day ("Daily Overtime").

10.6.1. All nurses in the bargaining unit are eligible for contractual daily overtime ("Daily Overtime") if they perform actual work hours in excess of their eight, nine, ten, or twelve (8, 9, 10, or 12) hour shift consecutively worked (excluding rest and meal period breaks) immediately before or after the employee's regular schedule or approved flex schedule, and provided further that such work is authorized by the employee's supervisor. For employees in temporary status (e.g., STT) that do not have a regular schedule, consecutive hours worked in excess of an employee's scheduled shift of at least eight (8) hours in a workday shall be paid at the Daily Overtime rate. Paid leave hours shall not count toward satisfying an employee's regularly scheduled hours in a workday for purposes of Daily Overtime eligibility.

10.6.2. Daily Overtime Pay Rate Calculation. Daily Overtime, shall be paid at the rate of one and one-half (1-1/2) times the nurse's applicable base rate of pay (listed in Addendum A), and one and one-half (1-1/2) times the following premiums and differentials, where applicable: longevity pay, weekend pay, shift differential, charge nurse pay, JHS assignment rate (per Section 6.6), and out-of-class pay, provided that such work is authorized by the employee's supervisor. The Department will make a good faith effort to minimize the use of overtime.

10.6.3. In addition, the Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health Services overtime. The County and Department of Labor and

Industries have also entered into a compliance agreement unique to King County signed May 31, 2018, concerning RCW 49.28.140. Employee complaints may be filed with the appropriate state agency.

Section 10.7. Compensatory Time. Overtime may be compensated by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee requests compensatory time accrual in advance and the supervisor approves. Employees may not have a balance of more than forty (40) hours of compensatory time. All compensatory time not used by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work demands of the position, the employee may request, and the Division Manager may approve the carryover of up to forty (40) hours of accrued compensatory time. Use of compensatory time off must be approved in advance as for vacation leave.

Section 10.8. Non-Jail Employee Work Schedules. The establishment of employee work schedules is within the purview of management. When the County deems it necessary, work schedules other than a Monday through Friday and work hours other than eight (8) hours per day and forty (40) hours per week may be established. Both parties acknowledge that a change of duties or an overtime assignment does not constitute a schedule change. The Department recognizes the need to give employees timely notice of schedules and schedule changes and avoid frequent schedule changes. Work schedule changes may be required to effectively meet operational needs (e.g., client service accessibility, expanded service hours, staffing changes, program changes). To that end, the Department shall make reasonable efforts to ensure the final schedule is provided at least ten (10) calendar days before the schedule takes effect, and in accordance with the schedule change terms described below.

Prior to changing an employee's schedule, the supervisor shall first contact the employee to discuss said change. Voluntary work schedule changes should be made whenever possible and can be made by a supervisor and the employee based upon mutual agreement, including effective date.

For non-jail work schedule changes without mutual agreement, the following work schedule change terms shall apply, as follows:

10.8.1. Type 1 Schedule Change. The County will provide thirty (30) calendar days' advance notice for work schedule changes that result in a change of one-and-one half (1-1/2) hours or less in scheduled start and end times, occurring Monday through Saturday, and maintain the same number of regularly scheduled work hours per day (e.g., eight (8) hours per day, ten (10) hours per day). For example, a nurse scheduled M-F 8 a.m.-5 p.m. could have their start and end times changed to M-F 9:30 a.m. to 6:30 p.m. provided thirty (30) calendar days' advance notice is given prior to the effective date of the new work schedule. If an employee has particular concerns about a proposed work schedule, the employee should immediately raise the concerns with their supervisor or area manager who will take this into consideration for informational purposes.

10.8.2. Type 2 Schedule Change. The County will provide employees forty-five (45) calendar days advance notice for work schedule changes involving the following:

A. Change to scheduled workdays (including changes that may require weekend work);

B. Change in number of scheduled hours worked per day (e.g., eight (8)-hour workdays changed to ten (10)-hour workdays); and,

C. Change in work hours outside the timeframes listed in Type 1 Schedule Change. The County will also notify the Union about the change, and if requested, bargain impacts on wages, hours, and working conditions, without delaying implementation. No individual nurse will be required to work more than one out of every four Saturdays in a four-week period, except on a voluntary basis.

10.8.3. Type 3 Schedule Change. In the event of County declared emergency, temporary changes to employee schedules may be implemented with as much notice as possible given the circumstances.

Section 10.9. Non-Jail Alternative Work Schedules (Employee Requested).

10.9.1. An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven (7)-day work week. The terms in this Section apply only to employee-requested alternative work schedules, not employer established alternative work schedules. Examples of alternative work schedules include but are not limited to:

A. 4 - 10-hour workdays;

B. 9/80-off work week schedule (the record keeping timesheet for this schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either eight (8) hours or a day off.).

10.9.2. Nurses, individually or in groups, may request an alternative work schedule. The request will be reviewed to see if it meets the business needs of the site. If more than one (1) nurse requests an alternative work schedule, the nurse with the greatest bargaining unit seniority at that site/workgroup will be granted the alternative work schedule. If the request is denied, the basis for the denial (an explanation of how/why the schedule does not meet the business needs of the site) will be provided in writing to the employee. Additionally, the employee is entitled to have the decision on the request reviewed by the Director or Deputy Director of Community Health Services, provided a request for such review is made in writing within ten (10) business days of receipt of the initial decision.

10.9.3. In administering alternative work schedules, the following working conditions shall prevail:

A. Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.

B. Vacation benefits shall be accrued and expended on an hourly basis.

C. Sick leave benefits shall be accrued and expended on an hourly basis.

D. Holidays shall be granted in accordance with Article 15 of this Agreement.

E. Employee participation shall be on a voluntary basis.

F. Every six (6) months all alternative work schedules will be reviewed by the affected nurse(s) and the immediate supervisor. The Department or the employee shall provide forty-five (45) calendar days' notice of their intent to discontinue the alternative schedule, unless the employee and the Department mutually agree to waive the forty-five (45) day requirement.

Section 10.10. Clark Children and Family Justice Center (CCFJC) Work Schedules. For work schedule changes and information applicable to employees in CCFJC only, see Addendum B.

Section 10.11. Adult Jail Facility Work Schedules.

10.11.1. The JHS Nurse Monthly Work Schedule ("Monthly Schedule"). The Department recognizes the need to give employees timely notice of schedules and schedule changes. The JHS Monthly Schedule is produced and published by JHS. The Monthly Schedule applies to nurses in KCCF and MRJC and lists work schedules for the upcoming month, scheduled leaves, and identifies available shifts that are open for nurses to work in addition to their regular pattern (i.e. "shift needs"). The Monthly Schedule includes career service staffing patterns, extra shifts covered by career service nurses, and shifts covered by short-term temporary, term-limited temporary, and agency nurses. The Monthly Work Schedule is first produced and displayed as a "Draft Schedule," and periodically updated until it takes effect as described below.

A. The "Draft Schedule" with vacant shift needs will be displayed by the 10th of the preceding month that it takes effect. The Draft Schedule includes short-term temporary, term-limited temporary, career service staffing patterns, approved vacation, holidays, sick time, planned leaves and any extra shifts that career service nurses have requested and updates in shift needs from the JHS Scheduler. Agency nurses will only be scheduled on the "Draft Schedule" when first posted to backfill extended schedule vacancies (e.g., shift vacancies caused by FMLA, redeployment). The County values the high-quality work of our nurses and will work to minimize the use of agency staff.

B. Between when the "Draft Schedule" is first posted, and before the end of the preceding month when the schedule takes effect, career service staff, probationary, short-term temporary, term limited temporary nurses may submit a request or be contacted to cover any vacant shift on the posted "Draft Schedule" on a first come, first serve basis, subject to updates in shift needs from the JHS Scheduler.

C. A schedule update will be posted at least ten (10) days before it takes effect. In an effort to prioritize WSNA-represented staff during this ten (10)-day period, bargaining unit, career service, probationary, short-term temporary, term limited temporary nurses will be notified and asked to fill vacant shifts. During this period, career service staff, probationary, short-term temporary, and term limited temporary nurses may also submit requests to cover any remaining vacant shift on the posted updated schedule if still available, on a first come, first serve basis, subject to updates in shift needs from the JHS Scheduler. Agency staff will not be notified until after 13:00 hours, nine (9) days before the schedule takes effect.

10.11.2. Individual Work Pattern Changes. Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact the employee to discuss said change. The Department reserves the right to make temporary changes to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies, medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule, the County will seek volunteers and utilize available temporary staff. Once the final schedule has been posted, any change by the Department to the employee's schedule, shall be by mutual consent. Both parties acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.

The County will limit required shift changes to two per month with at least fifteen (15) hours off between changes. A shift change shall be defined as a change of working hours in which a majority of working time occurs in a different shift.

10.11.3. Individual Pattern Rebids due to Pattern Vacancy. When a pattern is vacated, the pattern shall be posted for seven (7) calendar days for bidding from nurses at both sites. The nurse with the highest seniority that bids on the pattern will be given the pattern and the effective date for the new pattern. Once a bid has been awarded, a nurse is not eligible to bid until they have worked at least six (6) months in their current pattern (measured from the first day of work in the new pattern).

For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site, unless the pattern bidding is a result of an involuntary transfer. After eighteen (18) months (or if an involuntary transfer occurs), such employees will be entitled to use their full seniority credit for such pattern bidding.

10.11.4. Wide-scale pattern changes and rebid process. In the event of wide-scale changes in scheduling patterns at the jail, pattern rebids will occur by individual facility per the following the process below.

For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site, unless the pattern bidding is a result of an involuntary transfer. After eighteen (18) months (or if an involuntary transfer occurs), such employees will be entitled to use their full seniority credit for such pattern bidding.

Step 1: Notice. JHS will notify the Union and impacted nurses at the facility of intent to initiate a wide-scale pattern rebid. The notice will provide a list of impacted nurses at the facility and the time period for the upcoming rebid. JHS will also convene a Scheduling Committee to review management and employee interests prior to the new patterns being created.

Step 2: New Patterns. JHS will create initial draft new pattern work schedules and share these with the Scheduling Committee for review and feedback. Final approval of new patterns is at the discretion of JHS. Once new final patterns are available for a facility, JHS will share a copy with the Union prior to the wide-scale pattern rebid. The new patterns may have different workweek hours (i.e. FTE status) than patterns prior to the wide scale rebid, which may impact whether a nurse increases/decreases their workweek hours in their new pattern.

Step 3: Pattern Bidding. The new patterns will be posted for at least fourteen (14) calendar days for nurses to bid on. Pattern bidding selection will be based on the following terms:

i. Nurse FTE status is equivalent to new pattern workweek hours: A nurse that has an FTE status prior to the rebid that is equal to the new pattern they are bidding on will be given selection priority over any nurse that does not have an equivalent FTE status as the new pattern. If multiple nurses bid on a new pattern that is equal to their FTE status prior to the pattern rebid, the nurse with the highest seniority will be selected for the pattern.

ii. Nurse FTE status <u>not</u> equivalent to new pattern workweek hours: If a nurse bids on a new pattern not equivalent to their FTE status during the rebid, other (less senior) nurses with the same FTE status as the new pattern will be given priority, and the nurse among those with the highest seniority will be granted the pattern. Seniority will also be used to determine selection if there are only nurses in different FTE status bidding on the new pattern. An employee displaced from their FTE status as a result of this process shall have the right to go directly on layoff recall list (see Art. 29, Layoff) rather than accept a pattern with a different FTE status.

Step 4: Remaining Patterns. After the wide-scale pattern rebid period has concluded, and all nurses at the facility have selected their new patterns, any remaining vacant patterns will be posted for nurses to bid on for at least seven (7) calendar days. Among competing nurse bids from the other facility, JHS will select the nurse for the pattern that has the highest seniority.

10.11.5. Pattern Guidelines. Consecutive Weekend Work/Shift Rotation. The Department and the Union agree that bargaining unit employees have a legitimate interest in limiting and/or eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to evenings and back to days, on a rotating basis). It is further recognized that bargaining unit employees have a legitimate interest in limiting the amount of consecutive weekend work required of employees.

10.11.6. If career service nurses are regularly required to work outside their specific budgeted FTE (80 hrs./2 weeks = 1.0 FTE, within .2 FTE of the position held by the impacted employee), the Union may request that the position be reviewed to determine whether it is feasible to increase or decrease the position's FTE. If such change is jointly determined, the Director shall make a request to the Budget Office.

Section 10.12. Scheduling Committee(s). The County or the Union may ask to convene a joint management and employee scheduling committee(s) on an as-needed basis to consult on alternative staffing patterns/schedules, employee self-scheduling, or shared staffing.

Section 10.13. Missed Breaks. Nurses are required to record and report missed meal and rest breaks. The County is required to appropriately compensate nurses for missed meal and rest breaks. Nurses do not and will not face retaliation for accurately recording missed meal or rest breaks. Nurses should notify supervisors of any potential missed meal or rest break in advance, if possible. The County will ensure that nurses are able to record missed breaks in the County's electronic timekeeping system. The County is committed to continuously improving reporting and approval processes to support staff in their ability to take meal and rest breaks and reduce reporting barriers.

ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT

Section 11.1. Position Vacancies. Career Service vacancies created within the job classifications covered by this Agreement by virtue of separation or newly created positions shall be filled by transfer (Section 11.4 or 11.5) or posted (Section 11.3) for not less than ten (10) consecutive business days; provided, however, the Department retains the right to determine who, if anybody, shall be selected for and/or transferred to said vacancy. Term-limited temporary positions and short-term temporary positions shall be filled according to Public Health hiring practices for positions designated as temporary. The County will quarterly provide the Union a report identifying all current vacant positions in the bargaining unit. The report shall designate those vacant positions the County is actively trying to fill.

The Department recognizes that it is preferable to fill vacancies with qualified nurses within the Department rather than by hiring persons from outside the Department. The Department may identify special skills and abilities and recruit externally concurrently with internal recruitments for these positions in order to hire in a timely manner. If multiple positions are vacant, the County may use an applicant pool to fill multiple positions. The County retains the right to determine the scope of the recruitment (e.g., internal bargaining unit applicants only, internal and external applicants).

Section 11.2. Management Option to Initiate Transfer Process. When a career service position is vacant, the County may first decide to fill the position by initiating a lateral voluntary internal transfer process per Section 11.5 or involuntarily transfer process per Section 11.6 prior to the position being considered open for purposes of layoff recall, disability reassignment, or initiating a job recruitment.

Section 11.3. Job Recruitment. Vacant bargaining unit career service positions shall be filled according to the following:

11.3.1. Announce all position vacancies with stated minimum qualifications on the applicable website(s).

11.3.2. Interview screened applicants meeting minimum qualifications from within the bargaining unit.

11.3.3. Give preference to filling any such open position to applicants from within the bargaining unit on the basis of seniority where the qualifications of the applicants are substantially equal based upon relevant criteria and the candidates have similar expertise/experience in the cultural understanding of the communities served by the position.

11.3.4. Make selections for promotional positions in accordance with appropriate personnel regulations and ordinances.

Section 11.4. Lateral Voluntary Transfer. The County may initiate an internal voluntary transfer process by posting the open position opportunity for not less than ten (10) business days to the bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit employee within the scope of the process may request to voluntarily transfer if they are in the same classification or equivalent classification. The County may approve or deny transfer request(s) at its discretion. In exercising this discretion, the County will consider operational need, relevant expertise and experience for the position (inclusive of experience with communities served by the position), and the employee preferences and seniority of the candidate(s).

An employee who applies for and receives a lateral transfer will not be required to serve another probationary period. However, at the time of acceptance of the transfer, the nurse may request the Department to consider, or the Department may impose a trial service period of up to three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period shall be moved back into the nurse's former classification into any available vacancy for which they are qualified. If no position is available, the employee is terminated and eligible for recall rights as if laid off.

When a transfer is approved by the hiring authority, the employee will be given a specified effective date of the transfer.

Section 11.5. Involuntary Transfers. When the Department intends to involuntarily transfer an employee, the Department will first seek a volunteer for transfer.

Absent volunteers or approved voluntary transfer(s), the County may fill a position by involuntary transfer, moving an employee from one position to another position within the same division and the same classification with forty-five (45) calendar days' notice. In determining who will be subject to involuntary transfer, the County will consider operational need, relevant expertise and experience for the position (inclusive of experience with communities served by the position) and the preferences and seniority of the candidates. The County will not involuntarily transfer an employee from a non-jail position to a jail position (or vice-a-versa) or from one division to a different division, nor from the north sector to the south sector (and vice versa). KCCF and MRJC are in the same sector and therefore involuntary transfers can occur between those two facilities.

Involuntary transfers may result in a change in regularly scheduled work hours (or pattern for JHS), work location, and working conditions consistent with the new position, but the employee shall maintain their total workweek hours consistent with their position and FTE status (e.g., status of being a 1.0 FTE = 40 hrs./week shall remain unchanged). An employee who receives an involuntary transfer notice may choose to be laid off and placed on the layoff recall list. If the employee is involuntarily transferred, the employee will not be required to serve a probationary period or trial service period.

An employee who is transferred involuntarily by the Department shall have, for two (2) years from date of transfer, first right of refusal to the employee's former site and position (and pattern for JHS) if it becomes available. The employee shall have five (5) business days to exercise this option.

Section 11.6. Wage Step Placement Rules.

A. New Hire Wage Placement. When a new employee is hired into the bargaining unit, the nurse may be placed by the County at up to Step 21 of the salary range for a classification based upon a nurses' prior relevant experience. To determine step placement, the County will use the criteria below.

i. RN experience two (2) years (rounded, i.e. more than six (6) months counts as a year) = one (1) step;

ii. LPN experience three (3) years (rounded, i.e. more than six (6) months counts as a year) = one (1) step;

iii. Master's degree/Ph.D./Doctor of Nursing Practice = one (1) step with a two (2) step maximum.

B. Voluntary Transfer Wage Placement (Step-to Step). Employees who transfer within the same job classification from a JHS to a general assignment or vice versa shall remain at the same salary step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

C. Involuntary Transfer Wage Placement. Employees involuntarily transferred will not have a decrease in their current hourly pay rate as a result of the transfer.

D. Promotion within Bargaining Unit Wage Placement. When an employee in the bargaining unit is promoted (not through reclassification) to a higher level classification also in the bargaining unit through a recruitment process per Section 11.4, the employee shall be placed at a step that is at least five percent (5%) above their current pay, but may not exceed the top step of the new range. When making a promotional step placement that is at least five percent (5%) above the employee's current rate of pay, the County may consider prior relevant experience (including LPN experience), County budget, and County operational need to fill the position.

When an employee moves from a non-jail position to a jail position via Job Recruitment, the transition shall not be considered a promotion, and the employee shall be placed step-to-step like a voluntary transfer per Section 11.6.2.

E. Demotion Wage Placement. An employee who *voluntarily* demotes to a lower level classification shall be placed at a step on the new pay range which is the closest step to their current pay rate, but does not result in a pay increase and does not exceed the top step of the new range. An employee who is *involuntarily* demoted for disciplinary reasons to a lower level classification shall be placed at the same step in the lower pay range as they were prior to the demotion.

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE

Section 12.1. Employee Probation. Employees hired into a career service eligible position must first serve a six (6) month probationary period prior to becoming career service, which may be extended for an additional six (6) months by the County (twelve (12) months total). During a probationary term, employees are considered in an "at-will" employment status and may be separated without just cause. Probationary terminations are not subject to the grievance procedure or appeal.

If the County extends an employee's probation, the employee will receive a written notice about the extension, the reason(s) for the extension, and its duration in a timely manner. The County will also provide the Union with a copy of the probation extension for informational purposes.

A probationary employee, regardless of what step they are placed on, will advance one (1) step upon successful completion of their probationary term, provided that the employee is no longer in a probationary status as of September 30th of the previous year, not to exceed the top step of the applicable wage scale.

Section 12.2. Performance Evaluations.

12.2.1. The County shall maintain a performance evaluation system relating to employees covered by this Agreement. Employees should be evaluated at least once during their probationary period and annually thereafter. The performance evaluation system shall be used as a method in measuring an employee's performance in accomplishing, in the most efficient and effective manner, the goals and objectives of the County as they relate to employees covered by this Agreement. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. The performance evaluation system to be used by the County will be presented to the Conference Committee for review and comment prior to adoption.

12.2.2. The performance evaluation system devised by the County must, among any other criteria determined by the County, encompass performance expectations based upon the goals and objectives of the County, assigned duties, County policies and procedures, County operating instructions, any written document promulgated by or adhered to by the County pertaining to employees covered by this Agreement, or any work practices pertaining to employees covered by this Agreement.

12.2.3. The evaluation shall be prepared on a format devised by the County and presented by an evaluator who has been instructed in the method of evaluation used and who has been responsible for the supervision of the evaluatee's work.

12.2.4. The evaluation must be prepared prior to, and presented to the affected employee at an evaluation conference which must be conducted by the person writing the evaluation. The evaluatee has the responsibility to participate in the evaluation conference and to improve work performance in any area where performance deficiencies are found to exist. The employee's direct supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is to assist the employee's efforts to improve such performance deficiencies.

12.2.5. The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy of their evaluation. The employee's signature indicates receipt of the evaluation, but does not necessarily mean agreement. In addition, the evaluatee may, during said conference, or within two (2) weeks after the conference, comment in writing relative to the substance of the evaluation either on the evaluation form or have their written comments affixed to the evaluation.

Section 12.3. Performance Improvement Plan (PIP). The County may propose a PIP in accordance with this section. A PIP is defined as a written plan of limited duration created by management for the purpose of identifying areas of improvement expected of an employee. Such plan shall contain a description of specific deficiencies in performance and specific steps the employee may take to improve performance. A PIP shall identify available assistance, such as classes or training, in achieving improvement, and shall contain a schedule of regular meetings with appropriate supervisors to monitor progress. A PIP shall have a clear and established end date. After a PIP is provided to the employee, the Union may ask to convene a meeting with the appropriate manager and the employee to discuss the PIP terms. The County shall provide a copy of a PIP to the Union upon request by the employee or the Union.

Section 12.4. Personnel File. The employees covered by this Agreement may examine their personnel files in the Department's Personnel Office in the presence of the Personnel Officer or designee. No other personnel files will be recognized by the County or the Union. Materials to be placed into any employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be brought to their attention with copies provided to the employee for their signature. Employees who challenge material in their personnel files are permitted to insert material related to the challenge.

12.4.1. At the employee's request, materials relating to letters of expectation or counseling will be removed from the employee's file after a twelve (12) month period, unless a similar act or other act of misconduct has been committed during the twelve (12) month period subsequent to the date the letter of expectation or counseling was issued. Necessary documents will be retained outside personnel file to comply with legal document retention requirements.

12.4.2. Letter of reprimand shall not be used for progressive discipline after a period of eighteen (18) months from the date of issuance other than for purposes of showing notice; provided the employee has not been disciplined during those eighteen (18) months.

Section 12.5. Progressive Discipline. Discipline of any career service employee covered by this Agreement shall be in accordance with a just cause standard. The principal objective of any disciplinary action short of termination shall be to improve the performance and efficiency of an employee. Examples of progressively severe disciplinary actions include:

a. Oral reprimand (reduced to writing)

b. Written reprimand

c. Suspension (or Demotion if deemed appropriate by the County)

d. Termination

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency leading to disciplinary action. The employee shall have the right to the attendance of a representative at disciplinary and/or investigatory meetings. The County does not consider verbal coaching and counseling, letters of expectations, performance improvement plans, and similar management interventions as progressive discipline. Therefore, these actions shall not be considered disciplinary action subject to just cause or the grievance procedure, but they may be used later in progressive discipline to demonstrate an employee was adequately on notice about the need to comply with a particular workplace rule or expectation.

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION

Section 13.1. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than thirty (30) consecutive calendar days. Employees working-out-of-classification may not be required to perform all of the responsibilities of the higher-level classification.

Section 13.2. FLSA non-exempt working-out-of-classification assignments must occur in full day/shift increments.

Section 13.3. While working-out-of-classification, the employee will receive a five percent (5%) working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the five percent (5%) premium. Paid leave (e.g. holiday, vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the five percent (5%) working out of classification pay premium).

Section 13.4. Temporary Work in a Lower Classification. If an employee is assigned to work temporarily in a lower paying job or position, the employee shall be paid at their regular rate of pay.

Section 13.5. Regular Work in a Lower Classification. If an employee works in a lower level job classification on a regular basis, at the employee's request or in lieu of a layoff, the employee will be paid at their same step in the salary range of the lower job class or if necessary, be frozen at their old base rate for a maximum of three (3) months. During this period of pay freezing, employees shall not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

ARTICLE 14: SPECIAL DUTY

Section 14.1. Definitions.

- Special Duty Assignment – When an employee in a career service position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of thirty (30) calendar days.
- Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee's underlying position while on special duty assignment.
- Base Union – The union that represents the employee's base position.
- Acting Union – The union that represents the special duty position or body of work.

Section 14.2. Duration

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five (5) years, as outlined in the following circumstances:

(1) *30 days to Twelve Months* – Shall be approved by the Department Director or designee to provide additional staffing:

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

ii. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or

iii. Needed to either develop and/or implement, a new function, system, or proposal.

iv. To backfill for a vacant regular position.

(2) *Up to Three Years* – Shall be approved by the Director of Human Resources or designee:

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.

(3) *Up to Five Years* - Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

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

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

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

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

B. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.

C. An employee's special duty assignment may be ended due to extended absences (e.g., thirty (30) calendar days or more) at the discretion of the County.

Section 14.3. Recruitment. Special duty positions shall be posted to the entire bargaining unit for no less than ten (10) business days and a selection process will be conducted for special duty assignments.

A. The county reserves the right to fill with a special duty position while conducting a selection process. If an employee is hired into a career service position and served in a special duty capacity in that same position within six (6) months of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role.

Section 14.4. Pay

A. An employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat five percent (5%) above the employee's hourly rate of pay (inclusive of longevity if applicable), whichever is higher. Premiums or shift differentials will not be included when calculating Special Duty pay rate.

B. If an employee's pay in their base position includes longevity pay the special duty assignment is calculated using the longevity pay amount while in special duty.

C. An employee on special duty will continue to advance through the salary steps of their base pay range while on special duty. If the employee is at the top step in the base classification, the employee will be eligible for step increases in the special duty classification.

D. Special duty pay shall not be considered part of an employee's pay rate for purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations.

E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall continue to apply during the special duty assignment.

Section 14.5. Paid Leave While on Special Duty. Paid leave (e.g. vacation, sick, executive leave, bereavement) while on a special duty assignment shall be at the employee's special duty pay rate.

Section 14.6. Compensatory Time While on Special Duty. All accrued compensatory time shall be cashed out when an employee begins a Special Duty Assignment.

Section 14.7. FLSA Status Change. Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	**FLSA Non-Exempt Base Position to FLSA Exempt Special Duty**	**FLSA Exempt Base Position to FLSA Non-Exempt Special Duty**
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.

		Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

ARTICLE 15: HOLIDAYS

Section 15.1. Holidays Observed. The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King JR's, Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

Whenever any legal holiday, as described above, falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 15.2. JHS Staff Inclusive of CCFJC. Jail Health Services staff and CCFJC staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at the start of night shift (e.g., 10:15 p.m. at KCCF) on the day preceding the calendar holiday and ending at the beginning of night shift (e.g., 10:15 p.m. at KCCF) on the day of the holiday (See also Applicable Shift Time Table in Section 6.6). A comprehensive leave eligible employee shall receive Holiday Pay Premium pursuant to Section 15.6 below if four (4) or more hours of the shift fall within the above time periods.

In addition, when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank. When a holiday falls on an employee's regularly scheduled workday, the employee may choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the employee's vacation bank. If neither of the above options is chosen by the employee, Section 15.6 of the Agreement applies.

Section 15.3. Non-JHS Staff assigned to seven day per week operations. A comprehensive leave eligible employee (non-jail) assigned to work in a seven (7)-day per week operation including but not limited to COVID isolation and quarantine sites, and future seven (7)-day per week operations, shall only observe holidays on the actual calendar day as provided in the table above to begin at the start of night shift on the day preceding the calendar holiday (e.g., 7:00 p.m.) and ending at the beginning of night shift on the day of the holiday (e.g., 7:00 p.m.). Employees assigned to work during this timeframe are eligible for Holiday Premium Pay pursuant to Section 15.6. In no circumstances shall an employee be eligible to receive Holiday Pay Premium for hours worked in excess of a twenty-four (24)-hour period as defined above for work on a particular holiday.

In addition, when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank.

Section 15.4. Non- JHS Staff Alternative Work Week Schedules. Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Part-time regular and full time regular employees and employees working alternative work weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be authorized if the employee does not request a different option in advance. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight-time rate in the same pay period, or of scheduling an alternate paid day off within thirty (30) days after, or one work day before, the actual holiday. To be eligible for an alternate day off, the employee must request it in advance of the holiday.

Section 15.5. Qualifications for Holiday Pay. To qualify for holiday pay, employees covered by this Agreement must have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence requested by the Department.

Section 15.6. Holiday Premium Pay. Comprehensive leave-eligible employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall receive either one and one half (1-1/2) times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the hours worked (compensatory time) to be taken off at another date. Compensatory time earned via holiday premium per this section shall be issued as vacation except for nurses employed by DAJD who will continue to accrue compensatory time in lieu of holiday pay. Part-time and temporary employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for work on the holidays listed in Article 9, Section 1. Such pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA. Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or the Director's designee.

Holiday Premium pay shall not be used to offset hours worked in excess of forty (40) in one (1) FLSA work week. Any hours worked beyond forty in any single FLSA workweek will be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay per section 10.5 in addition to any hours of Holiday Pay Premium.

Section 15.7. Personal Holidays. Comprehensive leave eligible employees are granted two (2) personal holidays each year. The hours granted to less than full-time employees will be prorated to in accordance with Section 15.6. Eligible Employees who are active on the last day of the second full pay period of the year shall be granted two (2) personal holidays as vacation hours each year in the second full pay period of the year, or upon hire, to be added to their vacation bank on the last day of the first pay period following their date of hire. Eligible Employees must be hired prior to November 15 to receive personal holidays. Personal Holidays shall be administered through the vacation plan and can be used in the same manner as any earned vacation day.

Section 15.8. Regular Part-time Employees. Holiday time for regular part-time nurses will be provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the pay period of the holiday shall be compared to the compensated hours in the period for a full-time position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of holiday time off due to the part-time employee.

Section 15.9. Unpaid Religious Holidays. Employees may request up to two (2) unpaid holidays for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization consistent with King County policy (#2014-003) and the work unit's usual leave without pay request process.

ARTICLE 16: VACATION LEAVE

Section 16.1. Vacation Leave (Accrual Eligibility). Comprehensive leave eligible employees ("Eligible Employees") shall accrue vacation leave time. Employees in short-term temporary employment status are ineligible for vacation leave accrual.

Section 16.2. Vacation Leave (Accrual Rate). Eligible Employees shall accrue vacation leave time at the applicable hourly rate depending on their months of service for each hour in pay status excluding overtime hours.

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Section 16.3. Vacation Requests. All vacation time shall be subject to preapproval by the County. A good faith effort will be made to provide the approval (or denial) in a timely manner.

Section 16.4. Use of Vacation. Eligible Employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six (6) months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provision (see also Section 16.5). In addition, no employee shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is four hundred eighty (480) hours for employees hired on or before December 31, 2020. For Eligible Employees hired on or after January 1, 2021, the maximum vacation accrual shall be three hundred twenty (320) hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

Section 16.6. Vacation Payoff upon Separation. Eligible Employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

A. When a current employee dies with accrued vacation leave and the employee has also successfully completed their first six (6) months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

Section 16.7. Accrual Upon Return to King County Employment. If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two (2) years from the resignation, layoff, or nondisciplinary separation as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

ARTICLE 17: SICK LEAVE

Section 17.1. Sick Leave (Accrual Eligibility). All employees shall accrue sick leave from their date of hire, but comprehensive leave eligible ("Eligible Employees") shall accrue sick leave at a different rate than employees in short-term temporary employment status ("STT").

Section 17.2. Comprehensive Leave Eligible Employee (Accrual Rate). Eligible Employees will accrue sick leave at the rate of 0.04616 hours for each hour in paid status, excluding FLSA overtime hours if applicable, and except as specified below. While this accrual rate is more generous than what is required under state law in almost all circumstances, in the rare event where a non-exempt employee works 148 hours or more in a fourteen (14) calendar day biweekly pay period, state law (as amended) will require additional sick leave accrual (e.g. 0.025 multiplied by total hours worked in the pay period). To ensure non-exempt employees earn the correct amount of leave, payroll staff will multiply the number of hours an employee worked by 0.025 at the end of each pay period. That number is then compared to what the employee accrued at the rate of .04616 hours. The higher amount of sick leave is awarded to the non-exempt employee. Any additional sick leave is awarded in the following pay period.

Section 17.3. STT Sick Leave (Accrual Rate). Employees that are in STT employment status shall accrue sick leave at the rate of 0.025 hours for each hour in pay status.

Section 17.4. Maximum Sick Leave Accrual. For Eligible Employees, there shall be no limit to the number of sick leave hours that an employee may accrue and carry over from year-to-year. For STT employees, a limit of forty (40) hours of unused sick leave may be carried over to the following calendar year. On January 1 of each calendar year, all accrued sick leave over forty (40) hours will be forfeited for STT employees.

Section 17.5. Sick Leave Use. An employee is entitled to use sick leave after it appears on the employee's pay advice for the following reasons:

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

a. Due to a mental or physical illness, injury or health condition;

b. To obtain medical diagnosis, care or treatment of mental or physical illnesses, injuries, or health conditions; or

c. To receive preventative care;

B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76;

C. In the event the King County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government;

D. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100; or

E. For family and medical leave available under federal law, state law or King County ordinance.

Section 17.6. For purposes of paid sick leave, a "family member" is:

1. A child, including a biological, adopted or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent, regardless of age or dependency status, or the child of the employee's domestic partner;

2. The parent of an employee, employee's spouse or employee's domestic partner. Parent includes:

a. A biological parent;

b. An adoptive parent;

c. A de facto parent;

d. A foster parent;

e. A stepparent;

f. A legal guardian; or

g. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;

3. A spouse;

4. A domestic partner;

5. A grandparent;

6. A grandchild;

7. A sibling; or

8. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

Section 17.7. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

17.7.1. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave; and

17.7.2. An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

Section 17.8. An employee may use all of their sick leave before taking unpaid leave for the employee's own health reasons, unless the employee has been approved to receive Washington paid family medical leave and is currently on PFML. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

Section 17.9. When sick leave is taken to care for a family member the employee shall choose at the start of the leave whether the particular leave will be paid or unpaid, unless the employee has been approved to receive, and is currently on PFML. While taking leave for family reasons, if covered under the WSFCA, the employee may also choose the type of paid leave used available to them (e.g., sick leave, vacation).

Section 17.10. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines. Failure to return to work by the expiration date of a leave of absence without a request for the leave to be extended, or abuse of sick leave may be cause for progressive discipline.

Section 17.11. An employee who has exhausted all of the employee's sick leave may use accrued vacation leave before going on a leave of absence without pay. If caring for a family member, such use is at the employee's option and is not subject to approval of the appointing authority.

Section 17.12. Non-retirement Separation: Sick Leave Forfeiture. If an employee separates from King County employment for any reason other than retirement, all sick leave accrued shall be forfeited as of the date of separation or termination. There is no retirement exception for short-term temporary employees. However, if an employee returns to County employment within two years of the separation, the employee's previously forfeited sick leave shall be restored.

Section 17.13. Retirement Separation: Sick Leave Payoff. Eligible Employees who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's hourly rate of pay, plus longevity pay if applicable, in effect upon the date of leaving County employment, less mandatory withholdings and subject to any VEBA plan election by the bargaining unit. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their sick leave is rehired within twelve (12) months of separation, that employee is entitled to have-the remaining sixty-five percent (65%) of their sick leave (or, for VEBA participants, the percentage of sick leave not transferred to their VEBA account) restored. Said employee will not be eligible for an additional sick leave cash out upon leaving County employment.

Section 17.14. Choice of Leave. Nurses shall be allowed to use their choice of leave (sick, vacation, or paid holiday) to use to care for a child of the nurse with a health condition that requires supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Vacation and paid holiday leave must, in all other circumstances, be preapproved.

ARTICLE 18: FAMILY AND MEDICAL LEAVE

Section 18.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve (12)-

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

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved, unless the employee has been approved to receive Washington paid family medical leave.

C. In order to be eligible for FMLA, an employee must have been employed by King County for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12)-month period prior to the commencement of leave.

Section 18.2. King County Family and Medical Leave (Ordinance 18191).

A. As provided by King County Code, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve (12)-month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one (1) year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

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

C. In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve (12) months and have worked at least one thousand forty

(1,040) hours in the preceding twelve month period for a forty (40) hour week employee or nine hundred ten (910) hours in the preceding twelve (12)-month period for a thirty-five (35)-hour week employee.

D. An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position they occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve Member. Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave during any twelve (12)-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in the National Guard or Reserves in support of a contingency operation. Examples of qualifying exigencies include issues arising from a covered military member's short-notice deployment, making or updating financial and legal arrangements to address a covered military member's absence, or attending military events and related activities.

Section 18.4. FMLA Leave to Care for an Injured Service Member. Pursuant to federal law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a twelve (12)-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a qualified service member shall count toward the twenty-six (26)-week limit in a twelve (12)-month period.

Section 18.5. Washington Paid Family and Medical Leave Program. The state program provides partial wage replacement while on leave for eligible employees who have a serious health condition. It also covers times where an employee is called upon to care for a covered family member who has a serious health condition, or leave to bond with a new child. The program covers the same military service exigencies covered by the Family and Medical Leave Act. For details about the program and eligibility, employees should contact the Washington State Employment Security Department. Should the County agree to allow supplemental benefits (i.e. employees permitted to receive PFML payments concurrent with County paid leave to receive full wage replacement) for any other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over this article.

ARTICLE 19: PARENTAL LEAVE

Section 19.1. Overview. King County Paid Parental Leave supplements an employee's accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a parent to bond with a new child.

Section 19.2. Eligibility. The benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six (6) months of continuous service at the time of the qualifying event. If both parents work for King County, then each employee is entitled to up to twelve (12) weeks of King County Paid Parental Leave.

Section 19.3. Benefit Amount. An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, the qualifying event occurs when the child is legally placed with the family. The employee will receive the equivalent of their full salary for up to a total of twelve (12) weeks, when combined with the employee's accrued leave (except for one (1) week of sick leave and one (1) week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than twelve (12) weeks of leave. King County Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least six (6) months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

Section 19.4. Benefit Period. King County Paid Parental Leave must be used within twelve (12) months of the qualifying event. An employee may use King County Paid Parental Leave on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

Section 19.5. Concurrency. King County Paid Parental Leave will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

Section 19.6. Job Protection. King County Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

Section 19.7. Health and Leave Benefits. The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of King County Paid Parental Leave. For purposes of overtime calculations, King County Paid Parental Leave shall be considered the equivalent of sick leave.

Section 19.8. Relationship to Washington State Paid Family and Medical Leave. Provisions of the County's current Paid Parental Leave program are separate from the Washington State Paid Family and Medical Leave program, which may provide for paid leave benefits in addition to those provided for in this Article.

ARTICLE 20: DOMESTIC VIOLENCE LEAVE

Pursuant to RCW chapter 49.76, if nurses are victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. Nurses who are family members of a victim may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of their need for such leave. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or their designee must provide the County notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If the County requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g. a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a dating relationship.

ARTICLE 21: DONATED LEAVE

Section 21.1. All donations of sick leave and vacation leave made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

Section 21.2. Employee to Employee Donations.

A. Any comprehensive leave eligible employee may donate a portion of their accrued sick leave or vacation leave to another comprehensive leave eligible employee consistent with this Article.

B. Approval. Donations require written approval from both the donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by Department of Human Resources.

C. Vacation Leave hours. An employee is limited to donating eighty (80) hours of accrued vacation per calendar year to another employee, unless the employee's department director approves a greater amount Donated vacation leave will be converted to sick leave and placed in the receiving employee's donated sick leave bank provided the receiving employee meets the eligibility requirements under 21.2(F).

D. Sick leave hours. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of their accrued sick leave in a calendar year.

E. Donation limits are exclusive of donations to the Emergency Medical Leave Fund under Section 21.5.

F. Eligibility to receive and use donated leave hours from another employee.

1. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, comp-time).

2. The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.

G. Calculation of Donated Vacation and Sick Leave. Sick leave and vacation hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received and placed in the receiving employee's donated sick leave bank.

H. No Reversion of Donated Leave. Donated sick leave and vacation leave hours remain with the recipient and do not revert to the donor.

Section 21.3. No cash out of donated leave. Donated sick leave and vacation leave hours shall be excluded from the accrual payoff provisions contained in this Agreement, and sick leave/vacation leave restoration provisions contained in this Agreement.

Section 21.4. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

Section 21.5. Employee donations to an Emergency Medical Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with requirements of federal tax law. When active, a comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e. vacation leave, sick leave, BT, ESL) to an "Emergency Medical Leave Fund" (Fund) that is managed by the Department of Human Resources. At the County's discretion, the pilot program can either be continued as a regular program or ended upon thirty (30)-day written notice to the Union.

B. Donations require written approval from the donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by DHR and Payroll.

C. Vacation hours. An employee is limited to donating eighty (80) hours of accrued vacation per calendar year to this Fund, unless the employee's department director approves a greater amount.

D. Sick leave hours. An employee can donate up to twenty-five (25) hours of their accrued sick leave per year to this Fund, provided the donating employee's sick leave balance will be one hundred (100) hours or more following the donation.

E. Process and Conditions to Receive from the Emergency Medical Leave Fund.

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

2. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, comp-time).

3. The employee can only use donated leave for FMLA qualified reasons and must be FMLA eligible.

4. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in 2 and 3 above are met.

5. The maximum donation an employee can receive is up to eighty (80) hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours or eighty (80) hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks), prorated for part-time employees.

6. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

7. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

F. Calculation of Donated Leave. All donated hours shall be converted to a dollar value based on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received. Hours received will be placed in the employee's donated sick leave bank.

G. No guarantee that hours will be awarded. Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

H. No Reversion of Donated Leave. Donated hours not used by the donatee within sixty (60) days of being awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the donor.

Section 21.6. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations in this Agreement.

Section 21.7. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

Section 21.8. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The Executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

Section 21.9. Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 22: BEREAVEMENT LEAVE

Section 22.1. Comprehensive leave eligible employees ("Eligible Employees") shall be granted up to five (5) days, with a maximum forty (40) hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within one year from the date of the death.

Section 22.2. Immediate family shall be defined as the employee's:

A. spouse or domestic partner; or

B. legal guardian, ward, or any person whom the employee has legal custody; and

C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

1. a child;

2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis);

3. a grandparent;

4. a son or daughter-in-law;

5. a grandchild; or

6. a sibling.

Section 22.3. Employees who are not eligible for paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

Section 22.4. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

Section 22.5. Any additional paid leave may be approved by mutual agreement between the County and the employee.

ARTICLE 23: CONTINUING EDUCATION

Section 23.1. Continuing Education Time and Professional Meetings. The Department and the Union agree continuous upgrading of employee skills and knowledge is beneficial to providing quality health care services to the public. Therefore, employees covered by this Agreement are encouraged, but not required, to take advantage of opportunities available for continuing education. To this end, the Department will allow LPNs, RNs and PHNs four (4) days (thirty-two (32) hours) and ARNPs, and APNS employees five (5) days (forty (40) hours) of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education outside of the Department subject to worksite staffing and operational needs. Continuing education requests necessary to maintain licensure will be given priority. Requests for continuing education time are subject to supervisory preapproval, and may be denied based on staffing or operational reasons. Unused or unapproved continuing education time will not be carried over to the following calendar year. For purposes of this section, professional meetings shall be defined as: Short term conferences for professional growth and development of the individual nurses related to nursing, and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards. Conferences or portions of conferences relating solely to union business are not considered professional meetings. New employees will receive a prorated amount for their first calendar year, based on the month that they begin County service.

Section 23.2. Public Health may determine, on a discretionary basis by division, a specified amount of funds to be granted annually for each ARNP to use for continuing education courses to maintain active ARNP licensure. Use of CE funds is subject to management preapproval. If CE funds are granted in a particular year, the funds shall only be available for use during the calendar year in which they are granted. Remaining unused funds at the end of the calendar year shall not roll over to the next calendar year. The amount of CE funds, if any, that are available each year will remain subject to management discretion and change.

Section 23.3. Other paid leave for this purpose and in-house educational programs shall be at the discretion of the Department Head. Employees who are approved to attend a continuing education seminar or class pursuant to the above referenced policy on a day off shall be compensated at their regular rates, including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day off within thirty (30) days of the continuing education seminar or class. All such leave shall first be scheduled and approved by the employee's supervisor.

ARTICLE 24: MILITARY LEAVE

Section 24.1. Military Leave. Eligible Employees shall receive military leave in accordance with King County policy, state and federal law, as amended.

Section 24.2. RCW 38.40.060 Military Leave for Public Employees. Every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for required military duty, training or drills, including those persons in the National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive their normal pay.

Section 24.3. RCW 49.77.030 Entitlement to Leave. During a period of military conflict a nurse who is the spouse of a member of the armed forces of the U.S., or the National Guard or Reserves, who has been notified of an impending call or order to active duty or has been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen (15) days of unpaid leave will be granted after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used, at the nurse's discretion. Nurses must provide the County with notice, within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the nurse's spouse's intention to take such leave under the circumstances stated above.

ARTICLE 25: JURY DUTY

Section 25.1. Jury Duty. An employee working on other than a part time or temporary basis shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within the employee's normal work schedule shall notify their supervisor and if so directed report for work for the balance of their normal shift. An employee who is scheduled off work during a period when called to serve jury duty will not suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either evening or night shifts while on jury duty shall not be required to report to work on any day when jury duty, including travel time, requires three or more hours of attendance. An employee who does not work their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the time the employee must report for regular duties.

Section 25.2. Required Court Appearance. An employee who is subpoenaed to appear in court on work related business shall be paid as if working for all time spent in court or in preparation for such appearance as approved by the Department, including reasonable travel time to and from the work site during the employee's work shift.

ARTICLE 26: UNPAID LEAVES OF ABSENCE (short term)

Section 26.1. An unconditional leave of absence without pay for a period not exceeding sixty

(60) consecutive days may be granted by the Department Director.

A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the Department Director may be granted by the Human Resources Division Manager.

No employee shall be given leave to take a position outside the County's service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the County.

ARTICLE 27: UNPAID LEAVES OF ABSENCE (long term)

Section 27.1. Leaves of Absence.

Leaves of absence of more than sixty (60) days may be conditional or unconditional with any conditions set forth in writing at the time the leave is approved.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating the reason for the leave and the amount of time requested.

At the expiration of the authorized unconditional leave of absence, a member of the bargaining unit shall resume their same position (work site, title and shift); however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

ARTICLE 28: SAFETY STANDARDS

Section 28.1. Safe Working Conditions. Safe working conditions shall be provided in compliance with the Washington Industrial Safety and Health Act (WISHA).

Section 28.2. WISHA Standards. All work shall be performed in a competent manner in accordance with the Washington Industrial Safety and Health Act (WISHA).

Section 28.3. Protective Clothing and Equipment. Protective devices, protective equipment and protective clothing when required by the County, laws or regulations, will be furnished to and used by the employees.

Section 28.4. Safety Meetings. At least one (1) designated representative from each of the three sectors in the bargaining unit will be allowed time off with pay to attend departmental safety meetings. The employee will notify their supervisor in advance of such meeting so as to minimize conflict with regularly assigned duties.

Section 28.5. Employees Must Comply with Safety Rules. It shall be the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents.

Section 28.6. Employee Participation in Safety Program. All employees covered by this

Agreement are expected to participate and cooperate in the County's Safety Program. At the annual OSHA/WISHA training and once per year in the Health Beat the County shall present an explanation of its Safety Program to employees.

Section 28.7. Internal Resolution of Safety Concerns. Employees shall present unresolved safety issues to the County's Safety Committee prior to presenting same to an outside agency empowered with upholding the state WISHA law.

Section 28.8. Addressing Workplace Violence. The County is committed to providing a safe and secure workplace for all employees and will comply with King County policy number 2021-0008, Workplace Violence Prevention. Prominent signs communicating the County's zero tolerance for workplace violence shall be posted at each site. Prominent signs communicating the County's zero tolerance for workplace violence shall be posted at each site, at locations to be determined by the site-specific safety committees.

ARTICLE 29: REDUCTION IN FORCE (RIF), LAYOFF, RECALL

Section 29.1. Definitions. The following definitions shall apply for the purposes of administering this Article:

A. Seniority. The employee's total uninterrupted time in the bargaining unit, measured as total compensated hours excluding overtime, and up to a cap of two thousand eighty-eight (2088) hours for each consecutive twelve (12)-month period. If two employees have equal seniority, seniority shall be determined by the adjusted service date reflecting the employee's date of hire into a King County career service position. A career service employee covered by this Agreement who separates from a career service bargaining unit position in good standing, and returns to a career service bargaining unit position within two (2) years of separation, will be credited with previously accrued bargaining unit seniority.

B. Layoff. The involuntary separation of employment or involuntary reduction/increase of work hours due to the elimination/reduction/increase of the position or its work hours for reasons of budget, efficiency or reorganization. An involuntary increase or reduction in the regular working hours of a position shall create the same vacancy placement and bumping rights for employees whose hours are increased/reduced as are created by the terms of this Article for whose position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

C. Qualified. The employee possesses the necessary knowledge, skills and abilities to competently perform the duties of a position; including required licenses and/or certifications, and would be eligible to be appointed to the position as a new hire. The determination of whether an employee is qualified is made by the Chief Nurse Officer at the time of the Employee RIF Notice.

D. Trial Service Period (TSP). For purpose of this Section, if an employee is required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the County according to the TSP terms stated in Article 34.7~~,~~ the employee will be placed in layoff recall for a period of two (2) years consistent with this Article.

E. Layoff Divisions. Bargaining unit employees are in positions located in multiple departments and divisions in Public Health and the Department of Adult and Juvenile Detention. Each division shall be considered a Layoff Division. All bumping shall be limited to positions in the same Layoff Division where a position is being eliminated. A bargaining unit employee can only bump other less senior bargaining unit employees within their Layoff Division, and cannot bump employees outside their Layoff Division.

Examples of current Layoff Divisions:

1. Admin/ODIR
2. Community Health Services
3. Prevention
4. Jail Health Services
5. Juvenile Detention

F. Employment Sector. Shall means the locality of the assigned work site of the employee subject to layoff.

(1) Jail Health Services (JHS) Sector; includes

- King County Correctional Facility
- Maleng Regional Justice Center

(2) *North Sector; Sites Include north of I-90, plus Columbia, sites in North Region A, and sites in North Region B.

(3) *South Sector; sites includes south of I-90 plus sites in South Region A and South Region B.

*A float pool nurse has the right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from either the North or South Sector.

RIF Process: Individual Career Service Position

Section 29.2. Introduction. When the Department determines there is a need to eliminate a position, or reduce or increase the working hours of an individual existing position, the Department shall identify by job class and work site which position is to be eliminated or subject to involuntary increase or decrease in work hours. In the case of an involuntary increase or decrease in the work hours of a position, an affected employee shall first be given the ability to voluntarily accept the new work hours. The RIF Process outlined below shall not apply if an involuntary increase or decrease of a position's work hours occurs pursuant to the terms of the Part-Time Employment Program.

Section 29.3. Employee RIF Notice. A career service employee in a position impacted by layoff shall be notified at least thirty (30) calendar days prior to the effective date of such layoff. The notice will include relevant information for the nurse to select Steps below, including notice of all available vacant bargaining unit positions that the nurse is eligible to consider per the RIF steps outlined in Section 29.4. An informational copy of the notice will be provided to the Union.

Section 29.4. Employee RIF Steps. Upon receipt of the Employee RIF Notice, the employee shall be allowed fourteen (14) calendar days to indicate their RIF Step selection. If the employee does not elect to be laid off (i.e., RIF Step 1), the employee must then elect to move into one or more available vacancies in accordance with RIF Step 2. If no vacancies are available to the employee under RIF Step 2, the employee may elect voluntarily to move into an available position under RIF Step 3 or choose to skip RIF Step 3 and proceed to RIF Step 4, and then Step 5. However, if an Exception is granted per 29.4.A to an employee incumbent in their position, the employee shall not be subject to displacement by application of Step 4 and 5 (i.e. bumping) by a nurse with higher seniority. When an employee submits their RIF Step elections per the process below, the elections shall not be subject to further change by the employee.

- **RIF STEP 1.** Employee can elect to be laid off and placed on the layoff recall list.

  Employee can choose to skip Step 1 and proceed to Step 2.

- **RIF STEP 2.** Employee must elect to move into vacant position(s) in the same job classification, same FTE, same Employment Sector, and in the same layoff division, provided the employee is qualified for the position(s). If there are no vacant positions in the same classification, same FTE, same Employment Sector, and in the same layoff division, the Employee may choose to elect to move into one or more vacant positions in a different Layoff Division if they are qualified for the position. If the employee chooses to transition to a vacant position in a different Layoff Division or a different program within a Layoff Division and is deemed qualified, the employee must serve a trial service period.

  If there are no vacancies the employee can fill per Step 2, the employee can choose to proceed to Step 3 or directly to Step 4.

- **RIF STEP 3.** The employee may elect to move to a vacant bargaining unit position in a lower job class, provided the employee is qualified. Step 3 is not limited to vacancies within the applicable Layoff Division. The employee must serve a (6) month trial service period when moving to a position in a lower job class.

Employee can choose to skip Step 3 and proceed directly to Step 4.

- **RIF STEP 4.** Employee can elect to bump (i.e., displace) the least senior employee in the same job class within the same Layoff Division, provided the employee is qualified to bump into the position as determined by the Chief Nursing Officer, has more seniority than the incumbent employee, and an exception has not been granted per 29.4.A. If the employee is unable to bump the least senior employee, the next least senior employee may be displaced from their position subject to the aforementioned bumping terms. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee in a position that has been granted an Exception.

  If there are no other employees the employee can bump via Step 4, the employee shall be able to proceed to bump consistent with Step 5.

- **RIF STEP 5.** Employee can elect to bump the least senior employee in the bargaining unit in a lower paid classification in the same Layoff Division (e.g., PHN may bump RN), provided the employee has successfully completed a probationary period in the lower level classification. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee that has been granted an Exception per 29.4.A.

  If there are no other employees the employee can bump per Step 5, the employee shall be subject to layoff, separated from employment, and placed on the layoff recall list.

A. EXCEPTION. Modification to seniority-based bumping in (Step 4 and 5) above may be authorized by the Chief Nurse Officer in consultation with manager/designee and human resources. Notice shall be provided to the Union that bumping out of seniority order is necessary to retain essential skills and qualifications.

RIF Process: Multiple Career Service Positions

Section 29.5. Introduction. When the Department determines the need to eliminate or change the work hours of multiple positions, the incumbents in the positions to be affected shall be notified at least thirty (30) calendar days prior to the effective date of the RIF (i.e., via Employee RIF Notice), and the following RIF Process shall be used.

Section 29.6. Employee RIF Notice and RIF Steps. The County shall provide all potentially impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date of the

RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with the most senior affected employee administered first, and the next most senior employee administered second, and so forth until all impacted employee elected RIF Steps have been processed. Administration of employee elections will be based on the elections being timely and properly submitted by the impacted employees within the fourteen (14)-day election period, starting the date the layoff notice was issued. Any vacancies must be filled under Step 2 if the nurse is qualified for the position prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step 5. If an exception is granted per 29.6.A to an individual employee and their position, the employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When an employee submits their RIF Step elections, the elections shall not be subject to further change by the employee.

A. EXCEPTION. An exception to seniority-based bumping may be authorized by the Chief Nurse Officer, with notice to the Union, only if bumping out of order is required to retain essential skills and qualifications.

Section 29.7. Appeal. The Chief Nurse Officer shall determine which positions an employee subject to layoff is qualified to select as an option. If the employee subject to layoff is not in agreement with the decision, the employee may appeal the decision to the Division Director within fourteen (14) calendar days. If an appeal is filed, the decision by the Division Director shall be final. If no appeal is filed, the decision by the Chief Nurse Officer is final. The determination whether an employee is qualified will assume an appropriate orientation to the new position.

Section 29.8. Layoff Recall List. Employees that separate employment due to a RIF Process (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would like to be placed on the layoff recall list for a period of two (2) years commencing from the effective date of their separation. Employees that affirm their interest to be placed on the layoff recall list shall be recalled to openings for which they are qualified in the classification that they were laid off in seniority order. Employee refusal of a recall job offer that is the same work hours and classification from which the employee was laid off shall result in removal from the recall list, unless the County authorizes an exception in writing.

Employees who are recalled into a position shall not serve a Trial Service Period if the new position is the same job classification, same program, and same Layoff Division as the position from which the employee was laid off. A recalled employee will serve a TSP if the new position is in a different job classification, or a different Layoff Division, or in a different program within a Layoff Division from the position in which they were laid off.

In the event the employee does not successfully complete trial service, the employee shall be placed on the layoff recall list for the remainder of the duration of the employee's initial two (2)-year recall period (not counting time spent while employed on trial service). If an employee is unsuccessful at two consecutive trial service periods, the employee will be ineligible for a third layoff recall opportunity, and shall not be returned to the layoff recall list.

The County may offer additional layoff options including, but not limited to, placement in other King County positions as provided in the Reduction in Force Planning and Implementation or other County policies.

Section 29.9. Pursuant to the provisions of R.C.W. Title 50, King County is a participating County in the regular state unemployment compensation program.

ARTICLE 30: GRIEVANCE PROCEDURE

Section 30.1. Introduction. The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. The Union, employee, and the immediate supervisor are encouraged to make every attempt to appropriately resolve issues of concern between themselves in a timely manner prior to filing a formal grievance. Upon timely request by an Union representative to the County, the time period for initial filing of a grievance may be extended for a mutually agreed time in writing, to allow for efforts to resolve a potential grievance. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

Section 30.2. Valid Grievance and Arbitrability. A grievance subject to adjudication through this grievance procedure shall be defined as an alleged violation of one or more terms of this Agreement, and the Union shall provide the required information at each step in the grievance procedure. The required information that must be filed by the Union with a grievance, includes the following:

(1) relevant background information and statement about the act or omission which is the basis for the grievance;

(2) the date of such act or omission if known;

(3) the Article(s) and Section(s) of this Agreement the Union asserts were violated or misapplied;

(4) Union's formal remedy requested; and,

(5) Union may also provide an informal proposed settlement resolution.

The Union shall not advance grievances related to disputing disciplinary action or termination concerning probationary and temporary employees (i.e., term-limited temporary and short-term temporary) because such employees are considered in "at-will" employment status. The Union may pursue grievances on behalf of temporary employees related to other alleged violations of the Agreement unrelated to disciplinary action.

The parties agree verbal coaching and counseling, letters of expectations, performance improvement plans, and similar non-disciplinary management interventions are not considered disciplinary action subject to just cause or the grievance procedure. A Verbal Reprimand or Written Reprimand may only be pursued to Step 3 of the grievance procedure, and shall not be subject to further appeal at Step 4 Arbitration.

Section 30.3. Exclusive Representative. If employees have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless mutually agreed otherwise.

Section 30.4. Grievance Process.

STEP 1. Supervisor. A grievance shall be presented in writing by the Union on behalf of the aggrieved employee within thirty (30) calendar days of the occurrence, or the date the employee should have known of the occurrence of such grievance to the employee's immediate supervisor or designee. The written grievance shall include the required information in Section 30.2.

The immediate supervisor shall meet with the Union representative (and grievant if applicable). The immediate supervisor or designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting will be held during the employees regular working hours. The supervisor shall notify the employee and the Union representative in writing of their decision within fifteen (15) calendar days after the meeting. If the response is sent via email, a "delivery receipt" will be added to the County email. If a grievance is not pursued to the next level within fifteen (15) calendar days of the Step 1 decision response provided to the Union, it shall be presumed resolved.

STEP 2. Division Manager. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the Union representative shall then present the grievance to the Division Manager/designee for investigation, discussion, and written reply. The written grievance shall include the required information from [Section 30.2]. The Division Manager/designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting should be held during a grievant' s regularly scheduled working hours if the Union has asked the grievant to attend. The Division Manager/designee after consulting with appropriate management stakeholders shall make a written decision available to the Union representative within fifteen (15) calendar days after the meeting. If the grievance is not pursued to the next higher level within fifteen (15) calendar days from the Union's receipt of the Division Manager's written decision, it shall be presumed resolved.

STEP 3. Office of Labor Relations. If the decision at Step 2 has not satisfactorily resolved the grievance, the Union may submit the grievance in writing to the Office of Labor Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance shall include the required information in [Section 30.2]. The Labor Negotiator will meet and/or discuss the grievance with the Union. If the Union invites a grievant to attend the meeting, the meeting should be held during the employee's regular working hours. The Negotiator, after investigation and appropriate consultation with management stakeholders, shall make a written decision available to the Union representative within fifteen (15) calendar days after the Step 3 hearing. If the response is sent via email, a "delivery receipt" will be added to the County email. If the grievance is not pursued to the next higher level within sixty (60) calendar days from the Union's receipt of the Step 3 written decision or as described below, it shall be presumed resolved.

STEP 4. Mediation and/or Arbitration. Should the decision of the Negotiator not resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to select a neutral third party to serve as mediator. This agreement shall be reached within thirty (30) calendar days of receipt of the Step 3 response by the Union. If such agreement cannot be reached, the Union may request arbitration within sixty (60) calendar days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Union may request arbitration within thirty (30) calendar days if either the County or the Union declares impasse at mediation. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and the Negotiator.

Should arbitration be chosen, the parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by the Federal Mediation Conciliation Services. The arbitrator will be selected from the list by both the department representative and the Union, each alternately striking a name from the list until only one (1) remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. Additionally, the arbitrator must comply and adhere to any agreed upon limitations set forth expressly in this grievance procedure, including those described in [Section 30.2].

2. No matter may be arbitrated which the County by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in the RCW 41.56.

3. The cost of the arbitrator shall be borne equally by the County and the Union, and each party shall bear the cost of presenting its own case. Each party shall bear the cost of its own attorneys' fees regardless of the outcome of the arbitration.

The parties agree to otherwise abide by the award made in connection with any arbitrable difference. Each party shall bear the cost of any witnesses appearing on that party's behalf.

Section 30.5. Time Limits. Failure by the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the Union and County by mutual agreement in writing. Where a deadline falls on a weekend or holiday, the deadline will be extended to the next day that is not a weekend or holiday. If the Union has not received a response after a hearing at Step 1 or Step 2 or Step 3 within the timeframes listed, the Union may elevate the grievance to the next step.

Section 30.6. Back Pay Awards. Arbitration awards shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen (15) calendar or less days prior to the initial filing of the grievance, unless the circumstances of the grievance were not and could not have been known by the grievant.

Section 30.7. Union Grievances. A grievance in the interest of two or more employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the contract grievance procedure to the Division Manager or designee and be processed within the time limits set forth herein.

ARTICLE 31: WAIVER CLAUSE

Section 31.1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 32: WORK STOPPAGES

Section 32.1. No Work Stoppages. The County and the Union agree that the public interest requires the efficient and uninterrupted performance of Department services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union or its members shall not cause or condone any work stoppage, strike, slow down or other interference with Department functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the County; including but not limited to the recovery of any financial losses suffered by the County.

Section 32.2. Union's Responsibilities. In the event, however, that there is a work stoppage or any other interference with Department functions which is not authorized by the Union, the County agrees that there shall be no liability on the part of the Union, its officers or representatives; provided that in the event of such unauthorized action they first meet the following conditions:

32.2.1. Within not more than six (6) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available in each Department work area, stating that such action is unauthorized by the Union.

32.2.2. The Union, its officers and representatives, will, in good faith, use every reasonable effort to terminate such unauthorized action.

32.2.3. The Union shall not question the unqualified right of the County to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the County shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the County of any provisions in this Agreement.

ARTICLE 33: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 34: DEFINITIONS

Section 34.1. Terminology. The terms used in this collective bargaining agreement shall have the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a few terms defined by KCC are excerpted below in PART A, but are not intended to modify the term definitions provided in KCC. PART B of this Article contains terms and definitions unique to this CBA.

PART A: KCC TERMS

Section 34.2. "Class" or "classification" means a position or group of positions, established under authority of this chapter, sufficiently similar in respect to the duties, responsibilities and authority thereof, that the same descriptive title may be used to designate each position allocated to the class.

Section 34.3. “Career service employee” means a county employee appointed to a career service position as a result of the selection procedure provided for in King County Code, Chapter 3, as amended, and who has completed the probationary period.

Section 34.4. “Comprehensive Leave Benefit Eligible Employee” is a new employment status term in KCC that includes full-time regular, part-time regular, provisional, probationary and term-limited temporary employees/positions. Excluded are employees in short-term temporary (STT) positions and administrative interns/positions. See KCC for specific definitions of these terms. This term was created, in part, to recognize that STTs are newly eligible to accrue sick leave in accordance with state law.

Section 34.5. “Term-limited temporary employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects capital improvement projects and information systems technology projects the maximum period may be extended up to five (5) years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

A. Temporary employees (including term-limited temporary) do not hold regular positions. *[per King County Code 3.12.010(NNN)]*

Section 34.6. "Short-term temporary employee" means a temporary employee who in in a type of position in which a temporary employee works less than nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35)-hour work week is standard or less than one thousand forty (1040) hours in a calendar year in a work unit in which a forty (40)-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the director, in consultation with the department, is responsible for determining what hour threshold will apply.

A. Temporary employees (short-term temporary employees) do not hold regular positions. ***[per King County Code 3.12.010(NNN)]***

PART B: SPECIAL CBA TERMS

Section 34.7. Trial Service Period ("TSP"). The County may initiate a TSP for an employee per Section 11.4 Lateral Voluntary Transfer and Article 29 Reduction in Force, Layoff, Recall.

The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge, training and skills necessary to competently perform in a new position. The timeframe for a TSP shall be six (6) months in duration, which may be waived early by the County if the employee demonstrates enough competency in the position. The County may end TSP if management objectively assesses that an employee is not demonstrating sufficient progress to be able to competently perform the duties of the new position by the end of the TSP period. Likewise, employee may end the TSP if they determine the new position is not an appropriate match. Unlike probation, successful completion of a TSP does not result in a wage step increase.

TSP in Layoff Recall Scenario. If an employee is serving a TSP as a result of being recalled to a new position per Article 29.8, and the County ends the TSP for the reasons stated in the foregoing paragraph, the employee will be placed back in layoff recall status. In the event the employee does not complete the TSP, the employee shall be placed back on the layoff recall list for the remainder of the duration of the employee's initial two (2)-year recall period, except all time spent in TSP status will be added to the layoff recall period. For example, assume employee is laid off January 2020. They are in layoff recall status for six (6) months, and recalled June 2020, and must serve a six (6) month TSP. Employee terminates TSP on August 2020 (three (3) months of TSP), and returns to layoff recall status. Employee will be eligible for layoff recall until March 2022 because their layoff recall period was extended by three (3) months due to time spent in TSP.

TSP in Voluntary Transfer Scenario. If an employee is serving a TSP per a Lateral Voluntary Transfer (Article 11.5), and the employee or management terminate the TSP for the reasons stated above, the employee shall be moved back into their former position occupied prior to the transfer if the position is vacant and available. If their former position is not available, the employee may elect to move into any available vacancy that is in the same classification, same Division, and same program as their former position. If the employee is not qualified for any available vacancy above, the employee will be laid off and placed directly in layoff recall.

ARTICLE 35: TERM OF AGREEMENT

This Agreement (inclusive of all Addendums) shall become effective when enacted by Council through ordinance and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2026, through December 31, 2029. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31, 2029.

APPROVED this _______________ day of ____________________, 2026.

By: ____

King County Executive

FOR WASHINGTON STATE NURSES ASSOCIATION:

DocuSigned by:
Elena Schensted
D18A21527EF145A...
Elena Schensted, Local Unit Chair, WSNA Negotiating Team — 8/12/2026 Date

Signed by:
Carolyn Clark
F9495BDDF229476...
Carolyn Clark, Grievance Officer Treasurer, WSNA Negotiating Team — 8/12/2026 Date

Signed by:
Tami Nesler
A30CC31A6074450...

8/12/2026

Tami Nesler Local Unit Grievance Officer, WSNA Bargaining Team Member — Date

DocuSigned by:
Kiesha Garcia-Stubbs
02A79C1436014E9...

8/13/2026

Kiesha Garcia-Stubbs, Grievance Officer, WSNA Bargaining Team Member — Date

DocuSigned by:
Evangelina Devera
C3B4C61060D14CA...

8/13/2026

Evie Devera, WSNA Bargaining Team Member — Date

Signed by:
E1552F340EC3415...

8/13/2026

Stephen Lee, WSNA Bargaining Team Member — Date

Signed by:
Tara Barnes
091AE088158E407...

8/13/2026

Tara Barnes BSN, RN Nurse Representative for WSNA — Date

Signed by:
Danielle Franco-Malone
D948EF9DC3514D2...

8/13/2026

Danielle Franco-Malone, Attorney for WSNA — Date

Addendum A
Wages Effective 1/1/2026 (+3.75%)

AJob Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	$ 48.04	$ 49.64	$ 51.93	$ 53.52	$ 56.76	$ 58.85	$ 61.06	$ 63.07	$ 63.97	$ 65.93	$ 67.57
3309110	333502	Advanced Practice Nurse Specialist - Jail	$ 55.25	$ 57.09	$ 59.72	$ 61.55	$ 65.28	$ 67.68	$ 70.22	$ 72.53	$ 73.57	$ 75.82	$ 77.71
3313100	332101	Advanced Registered Nurse Practitioner	$ 53.62	$ 55.40	$ 58.02	$ 59.78	$ 63.33	$ 65.69	$ 68.17	$ 70.38	$ 71.39	$ 73.64	$ 75.48
3313110	332102	Advanced Registered Nurse Practitioner - Jail	$ 61.66	$ 63.71	$ 66.72	$ 68.74	$ 72.83	$ 75.55	$ 78.40	$ 80.95	$ 82.10	$ 84.69	$ 86.80
3311100	331202	Licensed Practical Nurse	$ 28.42	$ 29.12	$ 29.89	$ 30.55	$ 31.39	$ 32.37	$ 32.93	$ 33.82	$ 34.63	$ 35.46	$ 36.36
3311110	331203	Licensed Practical Nurse - Jail	$ 32.68	$ 33.49	$ 34.37	$ 35.14	$ 36.11	$ 37.23	$ 37.87	$ 38.90	$ 39.83	$ 40.78	$ 41.82
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	$ 60.07	$ 62.06	$ 64.97	$ 66.95	$ 70.92	$ 73.59	$ 76.35	$ 77.64	$ 79.96	$ 82.47	$ 84.55
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	$ 69.09	$ 71.37	$ 74.71	$ 76.99	$ 81.56	$ 84.63	$ 87.80	$ 89.28	$ 91.95	$ 94.84	$ 97.22
3312200	331402	Public Health Nurse	$ 43.39	$ 44.93	$ 46.51	$ 48.93	$ 50.55	$ 52.58	$ 54.61	$ 55.55	$ 56.41	$ 57.83	$ 59.27
3312210	331403	Public Health Nurse - Jail	$ 49.89	$ 51.68	$ 53.48	$ 56.26	$ 58.13	$ 60.47	$ 62.81	$ 63.88	$ 64.87	$ 66.50	$ 68.16
3312220	331501	Public Health Nurse - Juvenile	$ 49.89	$ 51.68	$ 53.48	$ 56.26	$ 58.13	$ 60.47	$ 62.81	$ 63.88	$ 64.87	$ 66.50	$ 68.16
3312100	331302	Registered Nurse	$ 43.39	$ 44.93	$ 46.51	$ 48.93	$ 50.55	$ 52.58	$ 54.61	$ 55.55	$ 56.41	$ 57.83	$ 59.27
3312110	331303	Registered Nurse - Jail	$ 49.89	$ 51.68	$ 53.48	$ 56.26	$ 58.13	$ 60.47	$ 62.81	$ 63.88	$ 64.87	$ 66.50	$ 68.16
3312120	331304	Registered Nurse - Juvenile	$ 49.89	$ 51.68	$ 53.48	$ 56.26	$ 58.13	$ 60.47	$ 62.81	$ 63.88	$ 64.87	$ 66.50	$ 68.16

Wages Effective 1/1/2027 (+3.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	$ 49.84	$ 51.51	$ 53.87	$ 55.53	$ 58.89	$ 61.05	$ 63.35	$ 65.43	$ 66.37	$ 68.41	$ 70.11
3309110	333502	Advanced Practice Nurse Specialist - Jail	$ 57.32	$ 59.23	$ 61.96	$ 63.86	$ 67.73	$ 70.21	$ 72.85	$ 75.25	$ 76.33	$ 78.66	$ 80.62
3313100	332101	Advanced Registered Nurse Practitioner	$ 55.63	$ 57.48	$ 60.19	$ 62.02	$ 65.70	$ 68.16	$ 70.73	$ 73.02	$ 74.07	$ 76.40	$ 78.31
3313110	332102	Advanced Registered Nurse Practitioner - Jail	$ 63.97	$ 66.10	$ 69.22	$ 71.32	$ 75.56	$ 78.38	$ 81.34	$ 83.98	$ 85.18	$ 87.87	$ 90.05
3311100	331202	Licensed Practical Nurse	$29.48	$30.21	$31.01	$31.70	$32.57	$33.58	$34.17	$35.09	$35.93	$36.79	$37.73
3311110	331203	Licensed Practical Nurse - Jail	$33.91	$34.75	$35.66	$36.46	$37.46	$38.62	$39.29	$40.35	$41.32	$42.31	$43.39
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	$62.32	$ 64.39	$ 67.40	$ 69.46	$ 73.58	$ 76.35	$ 79.21	$ 80.55	$ 82.96	$ 85.56	$ 87.72
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	$ 71.68	$ 74.05	$ 77.51	$ 79.88	$ 84.62	$ 87.80	$ 91.10	$ 92.62	$ 95.40	$ 98.39	$ 100.87
3312200	331402	Public Health Nurse	$ 45.02	$ 46.62	$ 48.26	$ 50.76	$ 52.44	$ 54.55	$ 56.66	$ 57.63	$ 58.52	$ 60.00	$ 61.50
3312210	331403	Public Health Nurse - Jail	$ 51.76	$ 53.62	$ 55.49	$ 58.37	$ 60.31	$ 62.73	$ 65.17	$ 66.27	$ 67.31	$ 69.00	$ 70.72
3312220	331501	Public Health Nurse - Juvenile	$ 51.76	$ 53.62	$ 55.49	$ 58.37	$ 60.31	$ 62.73	$ 65.17	$ 66.27	$ 67.31	$ 69.00	$ 70.72
3312100	331302	Registered Nurse	$ 45.02	$ 46.62	$ 48.26	$ 50.76	$ 52.44	$ 54.55	$ 56.66	$ 57.63	$ 58.52	$ 60.00	$ 61.50
3312110	331303	Registered Nurse - Jail	$ 51.76	$ 53.62	$ 55.49	$ 58.37	$ 60.31	$ 62.73	$ 65.17	$ 66.27	$ 67.31	$ 69.00	$ 70.72
3312120	331304	Registered Nurse - Juvenile	$ 51.76	$ 53.62	$ 55.49	$ 58.37	$ 60.31	$ 62.73	$ 65.17	$ 66.27	$ 67.31	$ 69.00	$ 70.72

ADDENDUM B
NURSES ASSIGNED TO CHILDREN FAMILY JUSTICE CENTER (CCFJC)

King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Union) agree that the collective bargaining agreement between the parties, covering nurses represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering nurses represented by the Union and employed in the Department of Adult and Juvenile Detention, Juvenile Division, and assigned to CCFJC. All the terms and conditions of the WSNA Staff Unit agreement will apply to nurses assigned to CCFJC, except where described below in this Addendum B. It is also understood and agreed that rates of pay for nurses assigned to CCFJC shall be listed in Addendum A indicated by “Juvenile” (e.g., Registered Nurse – Juvenile, or Public Health Nurse - Juvenile).

APPLICABLE PROVISIONS FOR JUVENILE DIVISION NURSES

The following provisions apply only to employees in the Department of Adult and Juvenile Detention, Juvenile Division, assigned to CCFJC.

Section J.1. The Union and management agree that flexible scheduling designed to consider both agency and employee needs is in the best interest of both parties. Responsibility for arranging, reporting and verifying hours worked is assigned as follows:

J.1.1. Operational requirements shall receive first consideration. The Master Work Schedule is maintained by management. If operationally necessary, revisions to the Master Work Schedule may be made on an annual basis. Employees may request to switch individual slots/patterns within the Master Work Schedule upon mutual agreement between the impacted employees and approved by management.

Nurses will have the option to trade days/shifts with one another within the work-week by mutual agreement between the impacted employees and approved by management, and provided the request to trade days/shifts is made at least seven (7) calendar days in advance of the shifts to be traded and the following conditions are met:

i. The schedule change does not result in any daily or weekly overtime;

ii. The minimum number of work hours per pay cycle is met; and

The County retains the right to adjust individual employee’s slots/patterns if the changes are to make reasonable accommodations as may be required under the Americans with Disabilities Act or to provide a limited period of close supervision and additional training.

J.1.2. Management shall be responsible to insure adequate staffing to meet operational requirements. Part-time nurses may have their scheduled third day of the week (per the DAJD Master Work Schedule), which occurs every-other week, moved to another alternated day and/or shift to cover a scheduled vacancy. The alternate day and/or shift shall be scheduled with a minimum of twenty-one (21) calendar days' notice and shall occur within the same workweek (for FLSA weekly overtime purposes) and pay period in which that third day was originally scheduled.

Part-time nurses who are scheduled to work 11:00 a.m. – 7:00 p.m. may be moved to an alternate day on either day shift or swing shift. Part-time nurses who work night shift may be moved to an alternate day on night shift.

A nurse may request to decline an alternate shift day in writing if notice is provided at least five (5) days after being informed of the schedule adjust. Nurses may decline no more than three (3) schedule adjusted days per year.

Nothing in this provision shall interfere with scheduling in accordance with the DAJD Master Work Schedule, and as provided in J.1.1 above. In case of emergency, staff may be required upon short notice to work different shifts, or hours, or days, for the period of emergency only.

J.1.3. Holiday Staffing. One RN will be authorized to work holiday shifts (as defined in Article 15 JHS Staff). If the scheduling of overlapping RNs falls on a holiday, the two RNs may request to take the holiday or work the holiday. If both RNs want to take the holiday, or both want to work the holiday, the decision will be made in accordance with seniority.

J.1.4. In critical staffing situations, mandatory overtime shall be the last resort and comply with RCW 49.28.140. For purposes of this section, critical staffing levels occur, but are not limited to, situations when unscheduled vacancies occur within twenty-four (24) hours of the shift in question. All unfilled shifts within the Master Schedule shall be filled by utilizing the following nurses listed below which shall be contacted as quickly as possible in the interest of filling the shift:

STT Nurse

Part-Time Nurse

Voluntary Nurse (Overtime/Combination)

Agency Nurse

The shift shall be filled by any of the above Nurses that commits to working first. In a mandatory overtime situation, if no nurse listed above has committed to working the shift, the existing staff working the shift shall prepare for mandatory overtime and shall be required to stay until relieved, except when doing so will result in the RN working more than sixteen (16) continuous hours. Notwithstanding the foregoing, RNs may be required to work more than sixteen (16) continuous hours in the event of an emergency and when expressly authorized by the Division Director, or designee.

Section J.2. Employees who unavoidably suffer a loss or damage to personal property while on duty shall have same repaired or replaced at County expense. Reimbursement for nonessential personal property shall not exceed one hundred and fifty dollars ($150.00). Such claims are to be processed by the County immediately upon receipt of the claim from the employee.

Section J.3. Professional Meetings. For purposes of this section, professional meetings shall be defined as short term conferences for professional growth and development of the individual nurses, as related to their current duties and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards.

The Director of the Department of Adult and Juvenile Detention, Juvenile Division or designee may grant up to five (5) days at the nurse's base salary or other higher wage rate as may be required by the provisions of the Fair Labor Standards Action (FLSA), for the purpose of attending professional meetings, as defined above, for regular full-time nurses and a pro-rated number of hours to regular part-time nurses.

ADDENDUM C
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

The Washington State Nurses Association (the Union) and King County (the County) agree that the Department of Adult and Juvenile Detention (DAJD) (at each of its Adult and Juvenile facilities) reserves the right to end meal service at its jail facilities when employees represented by the King County Corrections Guild no longer receive meal service pursuant to an agreement with the King County Corrections Guild. When a future date is identified that meal service will end, DAJD will provide available information to the Union at least ninety (90) days before implementation about the proposed upgrades to lunchroom facilities. The County and the Union will bargain over the upgrades upon request of the Union. When and if meal services are eliminated, the County will provide suitable microwaves, refrigerators, and vending machines with healthy meals.

ADDENDUM D
10-HOUR AND 12-HOUR SHIFTS
AT MRJC AND KCCF

King County (the "County") and the Washington State Nurses Association (the "Union") hereby enter into the following Alternative Schedule Agreement (Agreement) that is incorporated by reference into the current Collective Bargaining Agreement. This Agreement covers Staff Nurses employed at the Maleng Regional Justice Center (MRJC) and the King County Correctional Facility (KCCF) by the Department of Public Health, Seattle and King County (the "Department"). The essential elements of this Alternative Schedule Agreement are as follows.

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

1. The Parties agree that ten (10)-hour and twelve (12)-hour shift patterns pursuant to this Alternative Schedule Agreement at the RJC and KCCF are not compensable as "Alternative Shifts" under the collective bargaining agreement. Participants working ten (10)-hour, or twelve (12)-hour shifts are, however, eligible to receive the following evening or night shift premium:

Shift premium will be paid strictly within the boundaries of the following shifts with no extension of premium beyond these hours at MRJC:

I. Day shift - no premium earned for any hours worked between 0600 and 1400.

II. Evening shift - Employees are eligible for evening premium for hours worked between 1400 and 2200.

III. Night shift - Employees are eligible for night premium for hours worked between 2200 and 0600.

Shift premium will be paid strictly within the boundaries of the following shifts with no extension of premium beyond these hours at KCCF:

I. Day shift - no premium earned for any hours worked between 0615 and 1415.

II. Evening shift - Employees are eligible for evening premium for hours worked between 1415 and 2215.

III. Night shift - Employees are eligible for night premium for hours worked between 2215 and 0615.

Agreement Regarding Alternative Schedule Agreement Duration:

1. The Parties agree to meet and confer over issues that may arise during the Alternative Schedule Agreement.

2. The County may discontinue the Alternative Schedule Agreement for legitimate business reasons or in case of emergency.

Agreement Regarding Reporting Time Worked Based on Actual Hours:

Nursing staff working at the MRJC and KCCF will report their time and be paid for their time based on actual hours rather than projected hours beginning January 1, 2009.

Additional Provisions:

1. During the duration of this Alternative Schedule Agreement, including as it may be extended or regularly adopted, employees will not be permitted to switch days off or flex schedules as provided in Article 13.2.2 of the collective bargaining agreement. All patterns will remain fixed for the duration of this Agreement, subject to re-bid of patterns pursuant to Article 13.6.2, and as follows:

Temporary pattern changes will be allowed with the following restrictions:

a. Employees may temporarily switch patterns upon written agreement and management's approval.

b. Pattern changes will be for a minimum of two (2) months, unless otherwise authorized by the nurse's supervisor/manager.

c. Either employee may revoke this agreement at any time after the two-month period. Changes will occur at either the end of the workweek or pay period so as not to incur overtime.

d. In the event one of the employees vacates their pattern, the remaining partner reverts to their original pattern. The remaining pattern is put up for bid.

2. Employees will receive eight (8) hours of holiday compensation for each holiday identified in the collective bargaining agreement, and all remaining hours of a shift on a holiday must be accounted for by either working the hours, taking the hours as unpaid leave, or using accrued vacation leave to cover the additional hours.

3. Holiday definition: Jail Health Services staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at ten o'clock in the evening (10:00 p.m.) on the day preceding the calendar holiday and ending at ten o'clock in the evening (10:00 p.m.) on the day of the holiday.

4. Employees will receive twenty-four (24) hours per year of bereavement leave, regardless of the length of the employee's shift.

5. Employees will receive thirty-two (32) hours of Continuing Education Time regardless of the length of the employee's shift. All remaining hours of a shift for this time must be accounted for by taking the hours as unpaid leave or using accrued vacation leave to cover the additional hours.

6. Employees are required to provide at least two hours' notice prior to being absent or late for a scheduled shift.

7. Weekend Premium: A weekend premium shall be paid for all regular hours of work on weekends at the rate of four dollars ($4.0)0 per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work weekend hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through 2200 on Sunday.

8. Employees working alternative shifts will be paid for two (2) fifteen (15)-minute breaks and one (1) thirty (30)-minute lunch break.

ADDENDUM E
EMPLOYEE PERSONAL VEHICLE
PARKING RATES
GOAT HILL GARAGE AND KING STREET CENTER

King County and the Washington State Nurses Association agree employees under this collective bargaining agreement who choose to use their own personal vehicles and park at the Goat Hill Garage or King Street Center will be subject to parking rates as follows. Parking fee reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County Correctional Facility.

Rates	Type		Current
Monthly Rates	Unreserved		$300
	Reserved		$385
	Carpool/Electric Car		$210
	ADA		$150
Daily Rates	Daily Maximum[1]		$20
	After-Hours / Weekend		$7
	Motorcycles		$5

[1] See Article 9.2.2 regarding subsidized parking at Goat Hill for day shift nurses at KCCF.

ADDENDUM F
SHARED STAFFING

Purpose:

The Shared Staffing model concept is designed to expand and improve patient access to staff and services In Public Health Center Programs across the Community Health Services, and help address the trend of declining patient visits, and support decentralized service delivery.

Agreement:

1. Scope. The terms of the Shared Staffing Agreement (the Agreement) shall apply to staff working in the Public Health Centers, which includes the Maternity Support Services/Infant Case Management (MSS/ICM), Family Planning/Sexual and Reproductive Health, and Primary Care. The parties agree the intent of the Agreement~~s~~ is to develop new staff employment rules regarding program staffing, transfers, and work schedule changes intended to supersede collective bargaining agreement provisions where conflict exists. The agreement applies to all WSNA classifications working in or supporting these programs in the Public Health centers.

2. Implementation.

A. Check-Ins and Updates. CHS or WSNA may request to meet to share information or discuss concerns. The County may also present necessary updates to Table B due to organizational changes or service delivery needs. Updated versions of Table B will first be shared with WSNA prior to implementation, and subject to further discussion if requested. WSNA may also request to impact bargain changes to Table B.

B. Site orientation. Each site will develop/streamline the process to orient and train staff new to their site. The orientation will ensure that staff badges are operational at the sister site, and that access to network, and any necessary software (e.g. EHR software) are operational. Further orientation may include site flow/layout, site-specific processes, location of client resources for site, and a designated point person for the first day on site to address any questions that might arise. The supervisor and manager will assure this training occurs, and does not become burdensome for individual staff. Reasonable time will be dedicated to ensure adequate time for such orientation. Re-orientations will be offered upon staff request and when Transfers are infrequent.

3. Employee Worksite Transfers/Schedule Changes.

A. Tables. The Transfer Table (Table A) shall provide the terms for worksite transfers and schedule changes. The Shared Staffing Configuration Table (Table B) shall provide definitions of the shared staffing regional groups (i.e., Sister Sites). The term “Transfer” is intended to include both work site changes, and possibly work schedule changes for purposes of this Agreement.

B. Exclusions: Probationary employees are excluded from Transfers under this Agreement.

C. Transfer Frequency/Duration. Transfers will occur in full workday increments, unless mutually agreed otherwise by staff and manager. Short-Term, Long-Term, and Permanent Transfers may or may not occur on consecutive days. Transfers may be certain days per week or occasional coverage (e.g., one (1) day every other week).

D. Next Day Transfers. Management will consider employee circumstances (e.g., childcare), in particular when issuing Next-Day Transfers, including schedule adjustments such as approval of employee flex time and change in length of lunch period.

E. Travel Time. Transfers shall require employees to direct report, with no pay for travel or mileage, except for Same Day Transfers. Travel time for Same Day Transfers shall be paid from home site to alternative work site and return to home site, unless otherwise agreed upon by the employee. Staff transferred Same Day may utilize a county car if available, or receive mileage reimbursement if using a personal vehicle.

F. Part-Time Program Participants. Staff participating in the CHS Part-Time Employment Program will maintain their day(s) off for Same Day, Next Day, Short-Term Transfers and Long-Term Transfers. Depending on need, Permanent Transfers may require revising status and/or day(s) off.

G. Transfers initiated under this agreement shall not be subject to Article 17 of Appendix 60 and Article 11 of the WSNA Staff Collective Bargaining Agreement. (***This document supersedes transfer/schedule language in relevant CBAs.)***

4. Transfer Selection Process. When site Transfers are necessary, site management teams will follow the staffing coverage process below to determine who is available and who is capable to best meet the site needs given home site workloads. Once it has been determined that Shared Staffing is necessary, management will engage with employees that may Transfer to join the discussion.

A. The supervisor at the home site will be the supervisor of record during the Transfer. Management will assess the type of appointments/clients or other work for which coverage is needed, which will inform what classification type of staff person is needed at the sister site (clinic receiving staff). Similarly, the type of appointments/clients/personnel at the home site (clinic sending staff), may inform what type of staff can be shared, and what type of staff need to remain at the home site. The following staffing process shall be used to meet coverage needs:

1. Float (Career Service and TLT)
2. Voluntary Transfer – based on seniority
3. Involuntary Transfer- – rotating, based on inverse seniority
4. Alternative staffing (e.g., STT float)

a. Transfer List. Each site shall maintain a log of employee transfers.

b. Rotation. All Involuntary Transfers shall result in the employee subject to Involuntary Transfer being rotated to the bottom of the rotation at the conclusion of their Transfer. If the staff member at the top of the rotation is on vacation or sick leave, they will be skipped, but remain on top of the rotation.

c. Notice. The supervisor/manager will send confirmation of the Transfer to the employee via email as the final step in the process. (See Table A.)

d. Scheduled leaves. No previously approved vacation or sick leave will be revoked due to a proposed Transfer, unless mutually agreed. No employee will be required to take vacation to account for a work hours scheduling deficit due to the Transfer.

e. Staff Concerns with Transfer to a Particular Site. If an employee has concerns about being transferred to a particular site, the staff member should immediately raise the concern with their Supervisor or Area Manager, who will take this into consideration.

ADDENDUM F TABLE A

	Length of Transfer (how far into future)	Notice of Transfer	Location Details	Schedule (Limitation) Details	Illustrative Examples
Same Day	1 day *(60 day cap per employee per calendar year[2])*	Same day notice	Sister Sites[3]	Employee (EE) will work same work schedule as at home site. EE may maintain Alternative Work Schedule (AWS). EE may voluntarily accept changes to work schedule.	Illness Bereavement Leave Family Emergency
Next Day	1-4 days *(60 day cap per employee per calendar year[2])*	Previous day notice (as early in the day as possible, and no later than 12:00; notification later than 12:00 becomes a Same Day transfer)	Sister Sites[3]	(EE) will work same work schedule as at home site & maintain Alternative Work Schedule (AWS). *EE may voluntarily accept changes to work schedule.* EE may opt for 30-minute lunch. *(Supervisors and Managers of the two sites involved will work together to determine how to work with employee's AWS.)*	Illness Bereavement Leave Family Emergency
Short Term	1 month or less *(60 day cap per employee per calendar year[2])*	Minimum 5 business days	Sister Sites[3]	EE is encouraged to voluntarily adjust schedule to sister site schedule (if different from home site schedule). EE on AWS may maintain their AWS.	Vacation Medical Leave -Procedure Float Coverage Unavailable

				EE may opt for 30-minute lunch. *(Supervisors and Managers of the two sites involved will work together to determine how to work with employee's AWS.)*	
Long Term	More than 1 month and up 1 year	Minimum 15 business days	Sister Sites[3]	EE will change to sister site work schedule (if different from home site schedule), unless home site schedule meets the needs of the sister site. If EE is on AWS, and this meets the needs of the sister site, EE may maintain AWS.	Maternity Leave Medical Leave – Surgery
Permanent	Ongoing	At least 45 calendar days	All Sites	EE will change to sister site work schedule (if different from home site schedule), unless home site schedule meets the needs of the sister site. If EE is on AWS, and this meets the needs of the sister site, EE may maintain AWS.	Partial position needed Adjust to visit volume Share position across sites

Addendum F Table B

First Steps (MSS/ICM)

Home Site	Sister Sites			
Auburn	Kent East Hill	Renton	South Regional B	Federal Way/Midway
Columbia	Regional North B	North	Regional South A	
Federal Way/Midway	Auburn	Kent East Hill	Regional South A	
Kent East Hill	Auburn	Renton	Regional South B	Federal Way/Midway
North	Regional North A	Columbia	Regional North B	
Renton	Auburn	Kent East Hill	Regional South B	
Regional South A	Federal Way/Midway	Regional South B	Columbia	
Regional South B	Auburn	Kent East Hill	Renton	Regional South A
Regional North A	North	Regional North B		
Regional North B	Columbia	Regional North A	North	

Family Planning/Sexual and Reproductive Health

Home Site	Sister Sites				
Auburn	Federal Way	Kent East Hill	Eastgate		
Eastgate	Auburn	Federal Way	Kent East Hill		
Federal Way	Auburn	Kent East Hill	Eastgate		
Kent East Hill	Auburn	Federal Way	Eastgate		

Primary	Sister Sites				
Downtown	Eastgate	NAVOS			
Eastgate	Downtown	NAVOS			
NAVOS	Downtown	Eastgate			

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KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0249.1 **Sponsors** Perry

AN ORDINANCE relating to council rules and order of business; amending Ordinance 11683, Section 4, as amended, and K.C.C. 1.24.035; and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. **Findings:**

A. Section 220.40 of the King County Charter requires the council to adopt by ordinance rules of the procedure governing the time, place and conduct of meetings.

B. Consistent with the county charter, the council adopted by ordinance rules of procedure which are codified in K.C.C. chapter 1.24, and passed motions related to the organization and administration of the council.

C. The rules of procedure and the organizational motion have been amended from time to time to reflect changes desired by the council.

D. The council organizational motion, most recently updated through Motion 16929, directs that the employment and administration committee shall oversee employment-related issues in the legislative branch.

E. The scope of work of the employment and administration committee requires a regular meeting schedule that allows more time for committee deliberation and discussion.

F. This ordinance must be enacted as an emergency ordinance in order to be effective and ensure that the employment and administration committee is able to meet to consider urgent items to maintain and support the functions of the legislative branch.

SECTION 2. Ordinance 11683, Section 4, as amended, and K.C.C. 1.24.035, are hereby amended as follows:

Rule 4: Meetings.

A.1.a. Except as otherwise provided in this subsection, the time of regular meetings of the council is 1:30 p.m. on the first, second, third, and fourth Tuesdays of each month. However, the regular meetings of the council shall not take place: from April 13, 2026, through April 17, 2026; from August 3, 2026, through August 14, 2026; and from December 9, 2026, through January 1, 2027. All regular or special meetings of council committees shall be regular or special council meetings, in accordance with subsection F. of this rule.

b. A committee chair may call a special committee meeting with either the prior written consent of the council chair or the consent of a majority of the members of the committee. This subsection A.1.b. does not apply to special meetings of the budget and fiscal management committee for purposes of considering the county executive's budget proposal for the upcoming fiscal period, which shall be called by the chair of the budget and fiscal management committee.

2.a. All regular meetings of the King County council and the council's committees, except for employment and administration committee meetings, shall be held in the council chambers on the tenth floor of the King County Courthouse in Seattle, Washington. All regular meetings of the employment and administration committee meetings shall be held in the southwest conference room on the twelfth floor of the King County Courthouse in Seattle, Washington.

b. Whenever, due to an emergency, as defined in K.C.C. 12.52.010, it is imprudent, inexpedient, or impossible to conduct the affairs of the council at the regular or usual place or places, the council may meet at any place within or without the territorial limits of the county on the call of the chair or any two members of the council. After an emergency relocation, the affairs of the council shall be lawfully conducted at the emergency location for the duration of the emergency.

B.1. Except as provided in subsection B.2. of this rule, the times for regular and special committee meetings are as follows:

a. Budget and fiscal management committee: the second and fourth Wednesday of each month at 9:30 a.m.;

b. Committee of the whole: the fourth Tuesday of each month at 9:30 a.m.;

c. Employment and administration committee: the ((~~first Tuesday of each month at 2:00 p.m.~~)) fourth Wednesday of each month at 1:30 p.m.;

d. Government accountability and oversight committee: the second Tuesday of each month at 9:30 a.m.;

e. Health, housing, and human services committee: the first Tuesday of each month at 9:30 a.m.;

f. Law and justice committee: the first Wednesday of each month at 9:30 a.m.;

g. Local services and land use committee: the third Wednesday of each month at 9:30 a.m.;

h. Regional policy committee: the second Wednesday of each month at 3:00 p.m.;

i. Regional transit committee: the third Wednesday of each month at 3:00 p.m.;

j. Regional water quality committee: the first Wednesday of each month at 3:00 p.m.; and

k. Transportation, economy, and environment committee: the third Tuesday of each month at 9:30 a.m.

2. The regular meetings of the committees shall not take place during the times when the council meeting does not take place, as prescribed in subsection A. of this rule.

C. Council and committee meetings must be held in accordance with the Open Public Meetings Act of 1971, chapter 42.30 RCW.

D. A meeting may be continued, in accordance with chapter 42.30 RCW, to another date and does not conclude until adjourned in accordance with these rules.

E.1. An executive session may be held during a council or committee meeting if one of the specific grounds under chapter 42.30 RCW for an executive session exists.

2. Before convening in executive session, the chair of the council or committee shall publicly announce the purpose for excluding the public from the meeting place and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the chair.

3. Only members of the council or committee, special invitees, and those employees or staff members the council or committee determines to be necessary are allowed to remain in the room. Persons attending an executive session shall maintain the confidentiality of the proceedings.

F.1. A legal analysis of the Open Public Meetings Act by the office of the Attorney General, 2010 AGO No. 9, has advised that when a committee meeting is attended by a quorum of the governing body it must be noticed not only as a committee meeting but also as a meeting of the governing body. For this reason, all meetings of council committees shall be noticed both as committee meetings and as council meetings whose agenda is limited to the committee business.

2. In all committee meetings, which are council meetings in accordance with subsection F.1. of this rule, only the rules and procedures applicable to committees apply, and not those rules and procedures applicable to full council meetings. This includes, but is not limited to:

a. only those members who serve on the committee have the right to exercise parliamentary rights in the meeting, including, but not limited to, raising points of order, making motions, and voting;

b. attendance shall be recorded only for members serving on the committee, and the quorum for the meeting shall be the committee quorum; and

c. committee meetings shall be chaired by the committee chair.

<u>SECTION 3.</u> The county council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of the public

peace, health or safety, or for the support of county government and its existing public institutions.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance **TITLE ONLY**

Proposed No. 2026-0256.1 **Sponsors** Dunn

AN ORDINANCE to temporarily suspend the operations of Drainage District 5 & 5A in accordance with state law so as to authorize the executive to execute on behalf of the Drainage District any agreements necessary for the repair, maintenance, and operation of Drainage District 5 & 5A infrastructure located within the boundaries of Drainage District 5 in council district nine; and declaring an emergency.

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KING COUNTY

Signature Report

Motion

Proposed No. 2026-0185.1 **Sponsors** Dembowski

A MOTION confirming the executive's appointment of Colin Carter, who resides in council district one, to the King County landmarks commission.

BE IT MOVED by the Council of King County:

The county executive's appointment of Colin Carter, who resides in council district one, to the King County landmarks commission, for the remainder of a three-year term to expire on June 1, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

Metropolitan King County Council
Staff Report

Committee:	Committee of the Whole		
Agenda Item:	5	Analyst(s):	Leah Krekel-Zoppi
Proposed No.:	2026-0185	Meeting Date:	August 25, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0185 would confirm the Executive's appointment of Colin Carter, who resides in Council District 1, to the King County Landmarks Commission for a term to expire on June 1, 2027.

BACKGROUND

Purpose. In 1980, King County established the Landmarks Commission to ensure preservation of the region's historic places, material culture, and traditions for future generations.[1]

Commissioners are responsible for the designation and regulation of landmark properties, representation of suburban cities with interlocal agreements with King County, and advice to the Executive and Council on King County landmarks issues. The Landmarks Commission promotes and protects historically significant sites by providing technical assistance to owners of historic buildings, community organizations, and local public agencies. Additional responsibilities include oversight of cultural facilities, educational programs, special projects, and sustained support programs that provide grants to landmarks organizations and individual specialists. Funding for landmark programs is available from the Cultural Development Fund.

Membership. The nine-member commission is comprised of volunteers with broad expertise in areas such as architecture, art, land use, historic preservation, archaeology, education, and history. No more than four members may reside within any one municipal jurisdiction. Commissioners are appointed to three-year terms.

[1] K.C.C. 20.62.030

APPOINTEE INFORMATION

Colin Carter is an Associate Planner for the City of Kirkland who serves as the city's primary contact for historic preservation, giving him insight into what he describes as, "the opportunities, challenges, and nuance of preservation within King County." He is also a member of the Kirkland Heritage Society.

ANALYSIS

Staff have not identified any issues with the proposed appointment. It appears to be consistent with the requirements of the King County Code.

INVITED

- Colin Carter, Appointee to King County Landmarks Commission
- Sarah Steen, Landmarks Coordinator, King County Historic Preservation Program

ATTACHMENTS

1. Proposed Motion 2026-0185 (and its attachment)
2. Transmittal Letter
3. Board Profile

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Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0233.1 **Sponsors** Fain

A MOTION requesting that the executive transmit two reports relating to solid waste division financial planning and rate increase implementation.

WHEREAS, the solid waste division ("the division") has historically proposed fee increases on a biennial cycle, with two one-year increases in a single ordinance, and

WHEREAS, the division proposed a single year fee increase in 2026 to allow the division the opportunity to reprioritize and sequence capital investments and evaluate potential cost savings measures, and

WHEREAS, Proposed Ordinance 2026-0160 would increase fees beginning January 1, 2027, to accept solid waste, yard and clean wood waste, major appliances with refrigerants, mattresses, and special wastes by between 8 percent and 9 percent, depending on the material, and

WHEREAS, Proposed Ordinance 2026-0160 would further increase the amount of the fixed-annual charge from approximately $26.8 million to $29.1 million, an increase of 8.5 percent, and

WHEREAS, Proposed Ordinance 2026-0160 would further increase the low-income discount from twenty dollars to twenty-two dollars per entry, and

WHEREAS, the division has indicated that the revenue generated by the proposed 2027 rate increase would be allocated approximately 32 percent toward operating costs, 55 percent toward debt service supporting capital projects, and 13 percent toward transfers to the landfill reserve fund, and

WHEREAS, the council seeks a deeper understanding of the division's long-term financial planning, as well as a clearer understanding of how the proposed 2027 rate increase would be implemented and how the resulting revenues would support the division's financial plan;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The council requests that the executive transmit a solid waste division rate increase implementation plan for using additional revenue to be collected under Proposed Ordinance 2026-0160 that includes, at a minimum:

1. A spending plan, by major category, including, at a minimum, the operating costs, debt service to support capital projects, and transfers to the landfill reserve fund for the fiscal year 2027. The spending plan should also include a breakdown by major capital projects and by operational categories, such as division administration, landfill operations, transfer station and drop box operations, and waste prevention and recycling, or similar; and

2. A summary of the division's outstanding solid waste system revenue debt and remaining borrowing capacity, including the amount of debt service supported by the proposed 2027 rate increase and how that debt service affects the division's capacity to issue debt for future capital needs.

B. The executive should electronically file the spending plan requested by section A of this motion with the clerk of the council no later than December 31, 2026, before the rate increase adopted under Proposed Ordinance 2026-0160 takes effect on January 1,

2027. The clerk should retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the budget and fiscal management committee or its successor.

C. The executive is requested to transmit to the council a solid waste division financial planning report that details information about the division's overall spending and financial planning, operations, and capital program, as follows:

1. For the division's overall spending and financial planning, the report should include, but not be limited to:

a. for the year 2026:

(1) the budgeted and actual capital and operational expenditures for the division;

(2) the division's budgeted and actual reserve balances;

(3) the projected and actual tons of waste received by the county solid waste system; and

(4) the projected and actual number of customers using the low-income fee discount program and the total cost of the program, including the costs to administer the program and forgone revenue. If the number of customers is unavailable, the projected and actual number of transactions using the low-income discount should be substituted;

b. an analysis of the viability of the six-year rate forecast included in the most recent rate increase adopted by the council; and

c. an examination of the low-income discount for source-separated yard waste, clean wood waste, or any combination thereof, including whether the discount continues to serve its intended purpose given that the current per-entry discount would leave a net charge of approximately fifty cents for fixed-rate vehicles and the minimum charge per vehicle in that waste category, and whether an adjustment to the discount amount or structure for that waste category is warranted and/or feasible;

2. For the division's operations, the report should include, but not be limited to:

a. a summary of the projected operational needs that includes the number of full time equivalent personnel for the years 2028 through 2032;

b. a summary of efforts to limit operational cost increases in the year 2026 and an estimate of savings achieved. For the estimate of savings achieved, a rough order of magnitude is sufficient; and

c. a summary of the planned cost saving measures for the year 2027; and

3. For the division's capital program, the report should include, but not be limited to:

a. a list of capital projects that are assumed and enabled by the most recent rate increase adopted by the council that for each project includes the estimated total cost at completion, a progress update, and an expected completion date. The list does not need to include every division capital project and can be limited to those that are being funded with revenues from the most recent rate increase adopted by the council; and

b. a list of projects that have been deferred for cost saving or other purposes, an estimate of the savings achieved by deferral, and the criteria that were used to determine which projects were deferred and which were needed in the near term. For the estimate of savings achieved, a rough order of magnitude is sufficient.

D. The executive should electronically file the financial planning report requested by section C of this motion by May 24, 2027, with the clerk of the council, who should retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the budget and fiscal management committee or its successor.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

Metropolitan King County Council
Staff Report

Committee:	Budget and Fiscal Management Committee		
Agenda Item:	7	Analyst:	April Sanders
Proposed No.:	2026-0233	Meeting Date:	August 26, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0233 would request the Executive transmit two reports relating to Solid Waste Division financial planning and rate increase implementation.

LEGISLATION SUMMARY
Proposed Motion 2026-0233 requests the Executive transmit the following two reports relating to the Solid Waste Division ("SWD" or "Division"):

- The first report would be a SWD Rate Increase Implementation Plan for using additional revenue to be collected under Proposed Ordinance 2026-0160, due December 31, 2026.
- The second report would be a SWD Financial Planning Report, detailing information about the Division's overall spending and financial planning, operations, and capital program, due May 27, 2026.

KEY ISSUES FROM THE ANALYSIS

No issues have been identified.

BACKGROUND & TIMING CONSIDERATIONS

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2027 Solid Waste Fee Increase. Proposed Ordinance 2026-0160 would, effective January 1, 2027, increase:

- Fees to accept solid waste, yard and clean wood waste, major appliances with refrigerants, mattresses, and special wastes by between 8% and 9% depending on the material;
- The amount of the Fixed Annual Charge (FAC) from approximately $26.8 million to $29.1 million, an increase of 8.5%; and
- The low-income discount from $20.00 to $22.00 per entry.

Additionally, the proposed ordinance would modify how fees are reduced for haulers during unanticipated facility closures. More information on Proposed Ordinance 2026-0160 can be found in the staff report for that item.[1]

Timing Considerations. Proposed Ordinance 2026-0160, which would increase various fees related to solid waste, effective January 1, 2027, is slated for discussion and possible action at the same August 26, 2026, Budget and Fiscal Management Committee meeting as this proposed motion. While the deadlines in the proposed motion are prospective and could be approved on a different timeline, councilmembers may wish to consider the proposed motion in conjunction with Proposed Ordinance 2026-0160, as it relates to the Division's spending plan for the additional revenues.

ANALYSIS

↑ BACK TO TOP

Proposed Motion 2026-0233 would request the Executive transmit the following two reports relating to the SWD, one regarding a rate increase implementation plan and the other a financial planning report.

Rate Increase Implementation Plan. The SWD Rate Increase Implementation Plan would detail the Division's plans for using the additional revenue to be collected under Proposed Ordinance 2026-0160. This plan would include:

1. A spending plan including the operating costs, debt service to support capital projects, and transfers to the landfill reserve fund for the fiscal year 2027. The plan would include a breakdown by major capital projects and operational categories (e.g., division administration, landfill operations, transfer station and drop box operations, etc.); and

2. A summary of the Division's outstanding solid waste system revenue debt and remaining borrowing capacity, including the amount of debt service supported by the proposed 2027 rate increase and how that debt service affects the Division's capacity to issue debt for future capital needs.

This report would be due December 31, 2026.

SWD Financial Planning Report. The SWD Financial Planning Report would provide information about the Division's overall spending and financial planning, operations, and capital program, both for the year 2026 and the outyears.

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[1] King County - File #: 2026-0160. https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=8074231&GUID=BE80A84D-EA14-4BDF-BA44-D0BE4EB2139F&Options=Advanced&Search=

For the portion of the report requesting the Divisions overall spending and financial planning for the year 2026, the report would include:

1. Budgeted versus actual expenditures, budgeted and actual reserve balances, the projected and actual tons of waste received by the system, and the projected and actual number of customers using the low-income fee discount program and associated costs;

2. An analysis of the viability of the 6-year rate forecast included in the most recent rate increase adopted by the Council; and

3. An examination of the low-income discount for source-separated yard waste, clean wood waste, or any combination thereof.

For the portion of the report requesting the Divisions overall spending and financial planning for the years 2028 through 2032, the report would include:

1. A summary of the projected operational needs and the number of full-time equivalent (FTE) personnel needs;

2. A summary of efforts to limit operational increases and an estimate of savings achieved; and

3. A summary of cost saving measures for the year 2027.

For the portion of the report requesting information on the Division's capital program, the report would include:

1. A list of capital projects that are assumed and enabled by the most recent increase adopted by Council; and

2. A list of projects that have been deferred for cost saving or other purposes, an estimate of the savings achieved by deferral, and the criteria used to determine which projects were deferred and which were needed in the near-term.

This report would be due May 27, 2026.

AMENDMENTS

↑ BACK TO TOP

None

INVITED

- Rebecca Singer, Director, Solid Waste Division

- David Pierce, Enterprise Service Section Manager, Solid Waste Division

ATTACHMENTS

1. Proposed Motion 2026-0233

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0209.1 **Sponsors** Fain

A MOTION confirming the executive's reappointment of Robin Strom, who resides in council district five, to the King County priority hire advisory committee.

BE IT MOVED by the Council of King County:

The county executive's reappointment of Robin Strom, who resides in council district five, to the King County priority hire advisory committee, representing contractors, for the remainder of a three-year term to expire on September 30, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None