

TENTATIVE AGREEMENT
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
COALITION MASTER LABOR AGREEMENT
June 2, 2022

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**KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
~~MASTER COALITION~~ LABOR AGREEMENT**

PREAMBLE

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

DEFINITIONS

- ~~1. In good standing:~~ Not discharged for cause or resigned in lieu of discharge for cause.
- ~~21. Director:~~ Division or Department, or head of agency. Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney's Office, and Council).
- ~~32. Designee:~~ Representative selected by Director.
- ~~43. Comprehensive Leave eligible employee/position:~~ Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees. ~~Does not include short term temporary employees or administrative interns.~~
4. Loco Parentis: An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
5. Agency: Executive Branch of County government.
6. County: Executive Branch and separate branches of County government.

PURPOSE STATEMENT

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

COALITION INDIVIDUAL BARGAINING AGREEMENTS

1. ~~Master Labor Agreement (CMLA)~~ bargaining occurred for the purpose of “bargaining standard practices, procedures, and CBA provisions”. The CMLA “will bring greater efficiency to King County and support its Best Run Government principles. The CMLA will meet the parties’ joint interests in financial and operational stability and sustainability, and help create a desirable, competitive, and consistent employment package for the County’s highly capable workforce.”

2. Current Union’s Collective Bargaining Agreements (hereinafter Appendix) shall remain in effect unless modified by mutual agreement by the ~~Master Labor Agreement (CMLA)~~.

3. Any lesser conditions contained in ~~collective bargaining agreement~~ Appendix shall be superseded by the conditions contained in this ~~Master Coalition~~ Labor Agreement (CMLA). However, except where specifically stated otherwise in the ~~Master Coalition~~ Labor Agreement, nothing in the CMLA shall deprive any employee of any superior benefit contained in ~~his/her/their~~ Union’s ~~collective bargaining agreement~~ Appendix.

4. ~~Separate Branches of County Government Agencies & KCSO~~. The parties agree that provisions in this CMLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court, ~~Sheriff’s Office~~ and ~~Legislative Branch Council~~. Those agencies, ~~referred to herein as “Separate Agencies”~~ have the authority to negotiate ~~such issues~~ hours and working conditions separate and apart from ~~the Total Compensation Coalition bargaining that developed this CMLA~~.

ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING

~~1.1.~~ In order for the County, the Coalition and the employees to further benefit from the concept of King County’s Best Run Government initiatives and to find efficiencies related to those initiatives the following CMLA Articles shall supersede language on the same Articles in the ~~Coalition’s individual bargaining agreements (i.e., Appendix)~~.

ARTICLE 2: MILITARY LEAVE

~~2.1.~~ Employees shall receive military leave in accordance with ~~King~~ County policy, state and federal law, as amended.

ARTICLE 3: UNPAID LEAVES OF ABSENCE

3.1. Short-Term Leaves of Absence. A leave of absence without pay, not covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days may be granted to a comprehensive leave eligible employee by the employee's director.

3.2. Long-Term Leaves of Absence. The ~~d~~Division Director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of the Department of Human Resources ~~or the Director's designee~~. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding that barring ~~required budget cuts or~~ layoffs, the ~~employer~~ Agency shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority. *The layoff, seniority, and bumping rights in each individual Appendix shall be applied to employees who are taking leaves of absence.*

3.3. Early Return. An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the employee provides the director with a written notice to that effect at least 15 days before the date of return.

ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE

4.1. Comprehensive leave eligible eEmployees may use up to three days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per ~~collective bargaining and department~~ the County's leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

ARTICLE 5: JURY DUTY

5.1. A comprehensive leave eligible employee notified to serve on jury duty must inform ~~his or her~~their supervisor as soon as possible, but not later than two weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty. *An employee will receive ~~his/her~~their compensation, while on jury duty, in accordance with the appropriate Appendix.*

5.2. When released from jury duty for the day, and/or when the total required assignment to jury duty has expired, the employee will notify ~~his or her~~their supervisor. The employee will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work and ~~his or her~~their regular shift and schedule. ~~Paid Comprehensive~~ leave eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services.

5.3. Employees who are ineligible for comprehensive ~~paid~~ leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received. *Employees will receive ~~his/her~~their compensation, while on jury duty, in accordance with the appropriate Appendix.*

ARTICLE 6: DONATED LEAVES

6.1. ~~Nothing in this Article is intended to supersede donated leave language provided for in the individual Appendix that is not impacts any bargaining unit expressly covered in this Article including any bargaining unit within the courts that hasve the ability to donate more sick leave than provided in Article 6.4.~~

6.2. **No Solicitation.** All donations ~~of vacation and sick leave~~ made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of ~~vacation or sick~~ leave hours.

6.3. ~~**Vacation leave hours.** An employee eligible for leave benefits may donate a portion of his or her accrued vacation hours to another employee eligible for leave benefits. The donation will occur following written approval from both the donating and receiving employee's directors. The number of hours donated cannot exceed the donor's accrued vacation balance as of the date~~

~~of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum annual vacation accrual.~~ **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 next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

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

6.5. No accruals on donated leave. Accrued leave will not accrue on donated leave as it is used.

6.64. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

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

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

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

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

E. **Sick leave and Extended Sick Leave (ESL) hours.** An employee ~~may is~~ limited to donate a portion of his or her accrued sick leave to another leave eligible employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. The donation will occur following written approval from both the donating and receiving employee's directors. ~~An employee may not donate more than a total of~~ 25 hours of accrued sick leave ~~or ESL per in a~~ calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

6.75. Calculation of Donated ~~Vacation and Sick~~ Leave. All donated ~~vacation and sick~~ leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight

time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

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

A. A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 6.6 D. and E. above, to another comprehensive leave eligible employee.

B. Donation limits, as provided under Subsections 6.6 D. and E. above, are exclusive of donations to the Emergency Medical Leave Fund under 6.9

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

6.9. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave Fund – Pilot Program.

A. The County will create a pilot program, whereby 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 DHR. At the County’s discretion, the pilot program can either be continued as a regular program or discontinued upon 30-day written notice to the Coalition Co-Chairs.

B. Donation of Vacation BT hours. An employee is limited to donating 80 hours of accrued vacation (or BT time) per calendar year to this Fund unless the employee’s department director approves a greater amount.

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

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

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

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

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

D. No reversion of donated leave. Donated hours not used by the donee within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do not revert to the donor.

6.106. 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.

6.117. 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.

~~6.8. No Reversion of Donated Leave. Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.~~

ARTICLE 7: PAID PARENTAL LEAVE

7.1. Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to a total of ~~twelve~~ 12 weeks of paid leave for a parent to bond with a new child.

7.2. **Benefit Amount.** An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be taken within one year of the child's birth or placement in the home. The employee will receive the equivalent of ~~their~~ his or her 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. ~~Supplemental Paid Parental Leave~~ PPL is not subject to cash out. An employee who does not return to work for at least ~~6~~ six months of continuous service following the leave, will be

required to reimburse ~~King-the~~ County for the ~~supplemental leave~~PPL funds received.

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

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

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

7.6. Job Protection. ~~Paid Parental Leave~~PPL 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.

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

~~**7.8. Relationship to Washington State Paid Family and Medical Leave.** Provisions of the County's current Paid Parental Leave program may change effective January 1, 2020, or thereafter, due to the County's implementation of the new Washington State Paid Family and Medical Leave program.~~

ARTICLE 8: BEREAVEMENT LEAVE

8.1. Employees eligible for comprehensive leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within 18 months from the date of the death.

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

A. spouse or domestic partner,

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

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

1. a child,
2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
3. a grandparent,
4. a child-in-law,
5. a grandchild, or
6. a sibling.

~~spouse or domestic partner, and the parent, grandparent, child, son or daughter in law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.~~

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

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

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

~~8.6. Nothing in this Article supersedes benefits outlined in Professional and Technical Employees, Local 17 (Transit Chiefs, CBA Code 042 and Transit Supervisors and Superintendents, CBA Code 044) contract.~~

ARTICLE 9: VACATION LEAVE CAP

9.1. All ~~Employees—comprehensive leave eligible employees~~ hired after ~~12/31/17~~December 31, 2017, shall have their accrued vacation leave balance capped at ~~three hundred twenty (320)~~ hours. This shall not apply to any ~~current comprehensive leave eligible~~ employees ~~including TLT's,~~ hired on or before ~~12/31/17~~December 31, 2017.

9.2. Employees eligible for vacation leave who work a ~~forty hour~~40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible ~~E~~employees not working a ~~forty hour~~40-hour schedule hired before ~~1/1/18~~January 1, 2018, ~~including TLT's,~~ will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last

day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County. The Department of Human Resources Director may authorize develop procedures for authorizing carryover above the maximum.

ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

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

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

*Juneteenth and Indigenous People’s Day will begin in 2022 per Council Ordinance.

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

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

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

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday. ***This section does not supersede the holiday bank or holiday pay language in an Appendix.***

10.3. Two Personal Holidays. ~~Effective January 1, 2018, Annually, comprehensive~~ leave eligible employees shall receive two ~~(2)~~ personal holidays ~~every year~~ to be added to their vacation bank ~~in the second full pay period of the year on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of~~ ~~or upon~~ hire. ***These two personal holidays shall continue to be administered per contract language in each individual Appendix.*** In no event shall there be more than two ~~(2)~~ personal holidays awarded per year.

ARTICLE 11: FMLA/KCFML

11.1. Federal Family and Medical Leave Act:

A. As provided for in the Federal Family and Medical Leave Act (FMLA) ~~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.

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

11.2. King County Family and Medical Leave:

A. As provided by King County Code, an eligible employee may take up to ~~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 year of the child's birth or placement), and for any qualifying reason under the ~~Federal Family and Medical Leave Act~~FMLA, ~~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~~ KCFML 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~~FMLA, Washington State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must have been employed by ~~King the~~ County for at least ~~twelve-12~~ months and have worked at least 1,040 hours in the preceding ~~twelve-12~~ month period for a ~~forty-hour~~40 week employee or 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~~ KCFML within the time provided under this Article is entitled to the same position ~~she/het~~he employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

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

11.3. Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from County service.

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

ARTICLE 12: PROFESSIONAL DEVELOPMENT

~~12.1.~~ King County shall create a Professional Development Fund to finance a ~~one (1) year~~ ~~PILOT~~ Career Development Scholarship Program that will be available to King County Career Service and/or Regular employees ~~represented by in~~ the Coalition of Unions ~~beginning January 1, 2019~~. The County will fund the Program with \$150,000 ~~for 2022 and \$150,000 for 2023 and \$150,000 for 2024~~. ~~The County shall fund the administrative cost of the pilot.~~ The Scholarship funds will be administered by the King County ~~Human Resources Division~~ Department of Human Resources (DHRHRD) ~~of the Department of Executive Services~~, and will be awarded to individual employee applicants for training, education and professional development opportunities based on ~~DHRHRD~~ developed criteria and using ~~DHRHRD~~ developed processes.

ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM

~~13.1.~~ ~~This Article applies only to bargaining units whose unions include supported employees.~~

~~13.12.~~ Supported employees performing bargaining unit work will be covered by the terms of the applicable ~~collective bargaining agreement (CBA) provisions~~ Appendix for that unit. Supported employee classifications and assigned wage ranges have been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party ~~to that be in conflict with~~ conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

~~13.23.~~ Though the job duties of a supported employee may cross job classifications, bargaining units and/or ~~union~~ Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well

as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or ~~CBA~~ grievances ~~with regard to~~regarding bargaining unit “skimming” by supported employees. Should these “carved” duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.34. Supported employees will be represented and pay dues, as appropriate, to the ~~union~~Union representing the majority of the work assigned. If there is no clear majority, the ~~union~~Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the ~~union~~Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the ~~Supported Employment Program~~ Manager ~~manager~~ and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC mediator selected by the parties. This process will be completed in an expedited manner. An employee’s job coach may be included in discussions about represented bargaining unit work that has been assigned.

13.45. The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) - KC Squared Table Wage Range 25; SEP Associate II (#4220200) - KC Squared Table Wage Range 30; SEP Associate III (#4220300) - KC Squared Table Wage Range 33; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35. Following full and final ratification of the CLA, the Parties agree to perform a wage study to assess whether it is appropriate to reopen negotiations over the wage ranges covering the SEP Classifications.

ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

14.1. ~~Job Reclassification~~ ~~The Agency, an employee or a group of employees may request their position to be reclassified. Temporary and term limited temporaries may not request a position reclassification, but term limited temporaries may be reclassified as part of a group classification as described in section 14.1.C, below. Except if appealed pursuant to Section 14.4.B., all reclassification requests will be completed within twelve (12) months of being submitted by the employee(s).~~

A1. Reasons for Filing a Reclassification Request.

~~A. An employee or a group of employees may request a position to be reclassified for the following reasons:~~

- ~~(1) An employee's position is not assigned to the appropriate job classification, or~~
- ~~(2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or~~
- ~~(3) Reorganization or council action causes the duties of a position to change.~~

~~————B. **Eligibility Limits:** An employee is not eligible to submit a reclassification request~~

~~————(1) if it has been less than ~~twelve (12)~~ months since the date of a previous classification determination for the position, or~~

~~(2) the employee is on probation, or~~

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

~~(4) the employee is asking for a reclassification for a special duty or temporary position.~~

~~————C. **Group Reclassification Requests:** A group reclassification may be submitted if all regular employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. The Human Resources Division-DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 14.4.A 5 rights under this Article (Reconsideration of a Classification Decision).~~

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

A. Implementation of a Classification Decision. The change in classification

will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

B. ~~Below is a~~The table ~~below that~~ summarizes the effective date and resulting pay when an employee’s position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at the <u>Department of Human Resources Division</u> .	1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded. Pay may not exceed Step 10, unless the employee is already receiving merit-over-top. If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the <u>Department of Human Resources Division</u> .	The step of the pay range which is closest to and not less than the step that the employee received before the reclassification. Pay may not exceed Step 10, unless the employee is already receiving merit-over-top. If pay includes merit-over-top, the employee will continue to receive merit-over-top.
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from the <u>Department of Human Resources Division</u> .	Highest step in the new pay range that does not exceed the current pay rate. If pay includes merit-over-top,

	pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
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~~3. Probation Upon Reclassification~~

~~There shall be no probationary period following a reclassification.~~

C4. FLSA Status Change Upon Reclassification

1A. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2B. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

3C. When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to in an executive leave eligible position, will be eligible to receive executive leave.

14.3. Probation Upon Reclassification. ~~There shall be no probationary period following a reclassification.~~

14.45. Reconsideration of a Classification Decision

A. Request for Reconsideration. ~~A~~ regular employee or a group of regular employees has ~~thirty (30)~~ calendar days to submit a request for reconsideration of a classification decision to ~~DHR the Human Resources Director~~. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have ~~thirty (30)~~ calendar days from the date of receipt. ~~A~~ regular employee must request reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request reconsideration to ~~DHR the Human Resources Director~~ in ~~thirty (30)~~ calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the regular employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by regular employees that is requesting reconsideration.

B6. Appeal of a Classification Reconsideration Decision

1. A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 26, submitted at Step-4

Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate agency with a copy to the DHR Director.

2A. An regular employee or a group of regular employees has thirty (30) calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 26. The timeline would begin from the date of the verification of receipt outlined in Section 14.4 5 above. The regular employee, group of regular employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

~~B. The employee or a group of employees may appeal the decision to the Personnel Board. The appeal shall be filed in writing to the appropriate agency with a copy to the Human Resources Director.~~

3C. Failure to submit an appeal to the Personnel Board within thirty (30) calendar days shall be considered as acceptance of the reconsideration decision.

~~7. Implementation of a Classification Decision~~

~~The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, if applicable.~~

C8. Notification of Reclassifications and Requests

The applicable Union(s) shall be notified of ~~any and all~~ reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by ~~DHR the Human Resources Division.~~

ARTICLE 15: SPECIAL DUTY

15.1 Definitions

~~A. ● Special Duty Assignment – When an employee in a regular 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.~~

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

~~2. ● Base Position – The employee’s underlying position while on special duty assignment.~~

~~3. ● Base Union – The ~~union~~ Union that represents the employee’s base~~

position.

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

~~5. Rate of Pay – The top step of a classification. (Union TA 9/28/21)~~

15.2. Duration

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

~~(1).~~ **1.** *30 days to ~~Twelve-12 Months~~* – Shall be approved by the ~~Department~~Director~~director~~ or designee to provide additional staffing:

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

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

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

~~iv(d).~~ **iv(d).** To backfill for a vacant regular position.

~~(2).~~ **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).~~ **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.

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

eC. An employee's special duty assignment will end when ~~management~~ the Agency becomes aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

15.3. Recruitment

Special duty positions shall be posted, and a selection process will be conducted for special duty assignments. Notice shall be provided to the affected work group or department (if appropriate) at least 10 days prior to filling the position.

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

B. If an employee is hired into a regular position and served in a special duty position doing the same or substantially similar work of the regular position within one year of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role. If the special duty position is converted to a regular position and the individual who served in the special duty assignment is hired into the regular position, the employee shall receive credit towards his or her probationary period for the time served in the special duty assignment. If the time served in ~~that~~ the special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

C. *The rotation provisions in the Professional and Technical Employees, Local 17 Public Health and Professional and Technical Employees, Local 17 Department of Permitting and Environmental Review Appendix will still apply (CBA Code 060 and CBA Code 040).*

15.4. Pay

A. An employee on special duty assignment that has a higher top step rate of pay will be placed at the first step of the special duty classification pay range or be ~~given paid~~ a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in ~~his or her~~ their base position includes hourly longevity and/or merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the hourly longevity and/or merit pay amount and may result in merit-over-top pay while in special duty.

C. An employee on special duty will continue to advance through the salary wage steps of ~~his or her~~ their base pay range while on special duty. If the employee is at ~~his or her~~ their

top step in the base classification, the employee will ~~be eligible for step increases in~~ advance to the next step of the special duty classification.

D. Special duty pay shall not be considered part of an employee’s base pay rate for purposes of pay rate determination ~~as a result of~~ for promotion or reclassification, cash-out of vacation, BT, ESL, or sick leave, or vacation or sick leave donations. If an Employee who served in the Special Duty Assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position; however, the appointing authority may place the promoted Employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

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

F. When the special duty assignment is completed, the employee’s pay shall revert to the pay rate the employee ~~would have received if the employee had not been assigned to special duty~~ is eligible to receive under the terms of their Appendix.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to ~~his or her~~ 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.

15.5. Paid Leave While on Special Duty

Paid leave (~~e.g. vacation, sick, executive leave, bereavement~~) taken while on a special duty assignment shall be at the employee’s special duty pay rate.

15.6. FLSA Status Change

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

FLSA 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	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment <u>pursuant to the terms of the Appendix covering the</u>

	special duty assignment that is FLSA exempt.	<u>Special Duty position.</u> 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	<u>Employees are</u> The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. <u>The Executive Leave award is in accordance with the terms of the Appendix.</u> 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 <u>or carried over to the next calendar year.</u>	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 <u>or carried over the next calendar year.</u>

~~15.7. The Memorandum of Agreement (MOA) regarding cross jurisdictional special duty assignments is extended for the duration of this MLA, however, the parties agree to bargain proposed changes to that MOA during the life of this MLA.~~

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

ARTICLE 16: CONTRACTING OUT

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

and no jobs will be eliminated due to contracting out.

ARTICLE 17: TLT POSITIONS

~~17.1.~~ Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions. *Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.*

ARTICLE 18: JOB POSTING

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

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

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

ARTICLE 19: PUBLIC RECORDS REQUEST

~~19.1.~~—When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the ~~Employer Agency~~ will provide the employee notice of the request in advance of the intended release date. If the ~~Employer Agency~~ receives a public records request for personal information (RCW 42.56.250(4) p4) for the entire membership of the Union working for the ~~Employer Agency~~, the ~~Employer Agency~~ shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 20: UNION NOTIFICATION

~~20.1.~~ The ~~County Agency~~ Department of Human Resources will supply the Union with the following information within approximately five (~~5~~) working days of a new employee's date of hire or new ~~union~~ Union eligibility:

1. First and last name
2. ~~Home address~~ USPS mail address
3. Home phone or cell phone number (if the ~~member wants to~~ employee provides it)

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

ARTICLE 21: UNION ENGAGEMENT

21.1. Steward Training: During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to at least eight (8) hours or one (1) work day ~~;, whichever is greater,~~ of release time without loss of pay to participate in the steward training programs sponsored by the Union.

21.2. The Union shall submit to the Office of Labor Relations and the ~~Division a~~Agency as far in advance as possible, but at least two ~~(2)~~ weeks in advance, the names of those stewards who will be attending ~~each~~ training ~~course~~. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the ~~Department/Division a~~Agency will take into consideration operational needs.

21.3. New Employee Orientation (NEO) - Union Presentation: The County agrees to ~~continue in person New Employee Orientation to~~ allow the Unions to meet the new ~~members bargaining unit employees following hire. Not less than~~Approximately five ~~(5)~~ working days before ~~a new employee orientation~~the Union meets with the employee during the NEO period, a list of names of employees who shall be attending ~~and are assigned to one of the MLA's Signatory bargaining units~~ shall be forwarded to the Union.

21.4. Release Time for New Employees: The County shall provide each new bargaining unit ~~member employee~~ thirty (30) minutes of paid release time to meet with the Union within the first month of employment.

ARTICLE 22: UNION LEAVE

22.1. Upon written application, a regular employee elected or appointed to a Union office that requires all of ~~his/her~~their time shall be given a leave of absence without pay from work,

normally not to exceed a period of five ~~(5)~~ years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Agency Department.

22.2. A regular employee designated by the Union to serve on official ~~union~~Union business that requires a part of ~~his/her~~their time shall be given a leave of absence without pay from work, provided it can be done without detriment to ~~King County Agency~~ services and at least ~~forty-eight (48)~~ hours written notice is given to the ~~Division~~Agency. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

ARTICLE 23: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES

23.1. Bulletin Boards. The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

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

ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

24.1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through ~~Ordinance ordinance~~ by the County Council. King County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an employee's personal vehicle was authorized, and they were acting in good faith and within the course and scope of their employment. This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) [220].

ARTICLE 25: INSURED BENEFITS, HRA AND VEBA

~~25.1. The County provides Terms and conditions for group medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs/plans for regular, probationary, and term-limited temporary employees as are outlined/provided under the terms of the JLMIC Benefits Agreement. “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments). The plan designs, plan features, cost co-share terms and other Terms and conditions of the plans are negotiated by representatives of the County and labor organizations that are parties to the JLMIC. All labor organizations that are signatory to this Agreement agree to the JLMIC Benefits Agreement, as amended. Health Reimbursement Arrangement (HRA) and Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan are outlined under “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments).~~

ARTICLE 26: GRIEVANCE PROCEDURE

26.1. Purpose. The County and the Union(~~Unions/Coalition~~) recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

26.2. No Discrimination. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

26.3. Grievance Definition. A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement (or its Appendices) has occurred.

~~26.4. Class Action Grievance. Grievances that allege the same violation(s) of the Agreement (inclusive of its Appendices), seeks the same remedy and involve more than one grievant shall, at the union’s request, be submitted at STEP 2 as a Class Action Grievance.~~

~~A-26.5. Exclusive Representative. The Union and King County are the signatory parties to the labor agreement (both MLA and its appendix). The Union will not be required to press employee grievances if in the Union’s opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. However, if employees also 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 the employee and Union mutually agreed otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

26.64. Access to Grievance Procedure. Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to his/her/their supervisor. If the issue is not resolved, it may be referred to STEP 1.

26.7. STEP 1 - Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within ~~thirty (30)~~ calendar days of the occurrence or employee/~~union~~Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

(1.) The supervisor/designee will meet with the employee and Union representative to discuss the grievance within ~~fifteen (15)~~ calendar days of the receipt of the STEP 1 grievance.

(2.) The supervisor/designee will issue a written decision to the employee and the Union within ~~fifteen (15)~~ calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 2 within ~~fifteen (15)~~ calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

(4.) Supervisors and managers ~~grievants who reduce their grievance to writing,~~ shall initiate their grievances at STEP 2.

STEP 2 - ~~Division or Agency~~ Director/designee, ~~or Department Director (if no Division Director)~~ - The grievance will be presented in writing to the ~~Division or Agency D~~irector for investigation, discussion, and written reply.

(1.) The ~~Division or Agency D~~irector/designee (~~or Department Director~~) will meet with the employee and Union to discuss the grievance within ~~fifteen (15)~~ calendar days of the receipt of the STEP 2 grievance.

(2.) The ~~Division or Agency D~~irector/designee (~~or Department Director~~) will issue a written decision to the employee and the Union within ~~fifteen (15)~~ calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 3 within ~~fifteen (15)~~ calendar days after receiving the ~~Division or Agency D~~irector's/designee's (~~or Department~~

~~Director~~ written decision, the grievance will be precluded from further appeal.

STEP 3 - ~~Director of~~ Office of Labor Relations ~~_/~~ Labor Negotiator

~~(1.)~~ The ~~Director or~~ Labor Negotiator will meet and/or discuss the grievance with the Union within ~~fifteen (15)~~ calendar days of the receipt of the STEP 3 grievance.

~~(2.)~~ The ~~Director or~~ Labor Negotiator will issue a written decision to the employee and the ~~Union~~ Union within ~~fifteen (15)~~ calendar days following the meeting and/or discussion.

~~(3.)~~ If the Union does not pursue the grievance to STEP 4 - Arbitration within ~~fifteen (15)~~ calendar days after receiving the ~~Director or~~ Labor Negotiator's written decision, the grievance will be precluded from further appeal.

STEP 4 - Arbitration - Should the decision of the ~~Director or~~ Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

~~(1.)~~ **Selection Process.** The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of ~~eleven (11)~~ names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

~~(2.)~~ **Arbitrator's Authority Limited.** The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

~~(3.)~~ **Arbitration Expenses.** The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

~~(4.) Where different titles apply, they are listed in the Definition Article.~~

~~(54.) **Mediation.** Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If both parties agree to mediate, a mediation is requested, an impartial mediator will be selected by mutual agreement. The parties will preferably mediate the dispute using the King County Office of Alternative Dispute Resolution. Upon either party's request, parties agree to mediate a dispute prior to moving the grievance to arbitration.~~

~~(65.) **Timelines.** Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or on a day the Division/Agency's Office/County is closed for business, the next following normal day of business will be considered the final calendar day.~~

~~(76.) **Grievances of Disciplinary Action.** Regular employees are subject to a just cause standard for discipline.~~

~~(A1) Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.~~

~~(B2) No other verbal, written performance or counseling documents shall be considered discipline that may be appealed to any level of this process.~~

~~(C3) The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged because said employees are "at will" and not covered by the "just cause" requirement of this Agreement.~~

~~26.8. **CLA Interpretation Grievances.** The parties share an interest in a consistent interpretation of CLA Articles; therefore, an interpretation of a CLA Article between a Union and a County representative is not binding on the parties unless advanced to the County and Coalition CLA Co-chairs for their concurrence.~~

~~A. An interpretation grievance is one that rests on the interpretation of the CLA. It is distinguished from a grievance pertaining to an Appendix or discipline grievance.~~

~~B. CLA interpretation grievances may be directly advanced to STEP 3 by agreement of the Labor Negotiator and Union to be addressed by the Co-chairs.~~

~~C. The designated County and Coalition Co-chairs will meet monthly, or as needed, to discuss pending grievances. Dates and times will be mutually agreed upon and identified in~~

writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County representative(s) involved in the grievances on that meetings' agenda.

D. At the CLA interpretation meeting, the parties will attempt to resolve the grievance. If a resolution to the grievance is not reached, within 15 calendar days of the meeting the parties will clarify their positions in writing so the dispute is clear. Within 15 calendar days following clarification of their respective positions, either party may advance the grievance to STEP 4 (Arbitration).

ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE

27.1. No regular employee shall be disciplined except for just cause (consistent with Article 26.64; STEP 4 (76.)). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

B. Letters of Expectations/Memoranda of Counseling. Letters of Expectations or Memoranda of Counseling shall not be included in Personnel Files but may be included in Supervisory files with a copy to the Union.

27.2. Written reprimands, suspensions, demotions, or discharges must be given by registered, or certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

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

27.4. All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within ~~ninety~~ (90) calendar days after the ~~division or~~ agency director/~~designee~~ is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the ~~division or~~ agency if another agency is investigating the event (e.g., police agency, Ombudsman) or if evidence necessary to complete the

investigation is not reasonably available to complete the investigation during the ~~ninety (90)~~ calendar day investigation period. If the investigation time period is extended, the ~~division-agency~~ will notify the employee(s) under investigation and the Union and both will be provided with the basis for the extension and the expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be executed within ~~thirty (30)~~ calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within ~~thirty (30)~~ calendar days of the notice, unless otherwise mutually agreed to by the parties. *Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160) and the Service Employees International Union Local 925 (CBA Code 011) contracts.*

ARTICLE 28: ECONOMIC EQUITY

28.1. Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.

28.2. This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.

28.3. If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.

ARTICLE 29: ~~COALITION OF UNIONS INCENTIVE PAYCOMPENSATION~~

~~29.1. All members of the bargaining units participating in MLA bargaining as of 10/5/2017 and ratifying their CBAs by 1/31/18, will receive an additional 0.5% General Wage Increase (GWI) effective 1/1/2018.~~

29.1. Wage Rates General Wage Increase (GWI).

~~A. The wage rates for 2021 shall be the 2020 rates increased by a GWI of 1.5% effective January 1, 2021.~~

~~B. The wage rates for 2022 shall be the 2021 rates increased by a GWI of 3% effective January 1, 2022.~~

C. The wage rates for 2023 shall be the 2022 rates increased by a GWI of 3% effective January 1, 2023. The parties acknowledge that this Agreement (to include the CLA and the participating Union’s Appendix) must be ratified by the participating Union membership prior to July 8, 2022 in order to effectuate an additional 1% GWI, for a total of 4% GWI to be applied effective January 1, 2023 to the 2022 wage rates. These timelines may be extended by mutual agreement by the Parties during negotiations over their respective Appendix.

D. The wage rates for 2024 shall be the 2023 rates increased by a GWI of 3% effective January 1, 2024. The parties also acknowledge that this Agreement (to include the CLA and the participating Union’s Appendix) must be ratified by the participating Union membership prior to July 8, 2022 in order to also effectuate an additional 1% GWI, for a total of 4% GWI to be applied effective January 1, 2024 to the 2023 wage rates. These timelines may be extended by mutual agreement by the Parties during negotiations over their respective Appendix.

29.2. Union Bonus. A sliding scale bonus, less mandatory deductions, will be paid to all employees in their base position who are represented by the Unions signatory to this Agreement on or after January 1, 2021 and before December 31, 2021, who were not terminated for cause during 2021, according to the following:

<u>Employee Base Annual Pay (based on 2020 salary schedule)</u> <u>(Excludes all add-to-pays)</u>	<u>Bonus Amount</u>
<u><\$100,000</u>	<u>\$4000</u>
<u>\$100,000-\$125,000</u>	<u>\$2000</u>
<u>>\$125,000</u>	<u>\$1000</u>

A. Retirees, laid off or deceased employees are eligible for the full bonus in the table above.

B. For Inactive 2021 Employees, a bonus, less mandatory deductions, will be paid to employees in their base position who are represented by the Unions signatory to this Agreement as follows:.

- Both parties to agree on list of eligible employees
- Remove agreed status codes (VSP, Settlement, Term for Cause, No Notice, etc.)
- Must have worked two weeks (14 calendar days) in 2021
- Worked less than six months (14 to 182 calendar days) – Bonus Amount: \$500
- Worked more than six months (more than 182 calendar days) – Bonus Amount: \$1000

~~29.2. The Administrative Support Pay Agreement outline in the “2017-2018 Total~~

~~Compensation” Agreement (Document Code 000U0516 and all of its attachments) will be extended through 12/31/18 and will be subject to Total Compensation bargaining.~~

~~**29.3.** New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.~~

~~**29.4. Step Progression.** Effective January 1, 2021, step progression between steps 1 and 10, or the steps as provided under the Appendix, will not be based on merit, performance, or performance evaluations.~~

~~**29.3.** The parties to this MLA agree to meet in 2018 to begin bargaining for a successor to the “2017 2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments). Non-economic provisions included in the MLA are effective through 12/31/20 and are therefore not subject to “Total Compensation” bargaining.~~

ARTICLE 30: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this MLA Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 31: SICK LEAVE²

~~**31.1. Comprehensive Leave** eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in paid status excluding overtime up to a maximum of 3.6928 hours per bi-weekly pay period~~96 hours per calendar year~~. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year.~~

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

A. Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited.

B. All eEemployees shall accrue sick leave from their date of hire in a leave eligible position.

C. The employee is not entitled to use sick leave until after it appears on the employee's pay advice it is earned. There shall be no limit to the number of sick leave hours accrued by an eligible employee. During the first six months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued vacation days as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

31.2. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored, but such restoration shall not apply where the former employment was in a term limited position.

A.3. Employees eligible to accrue leave and for comprehensive leave benefits who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base hourly rate of pay plus merit and/or hourly longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their sick leave is rehired, thatthe employee is not entitled to have any sick leave restored the un-cashed out 65% of his or her former sick leave balance reinstated.

31.3. -An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. 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.

~~32.5. 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 but when an employee chooses to take paid leave for family reasons, he or she may set aside a reserve of up to 80 hours of accrued sick leave.~~

31.4. An employee who has exhausted all of ~~his or her~~their sick leave may use accrued vacation leave before going on a leave of absence without pay, if approved by ~~his or her~~their appointing authority.

31.5. ~~Paid s~~Sick leave may be used for the following reasons:

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

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

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

3. To receive preventative care.

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

C. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason.

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

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

F. Employee's exposure to contagious diseases and resulting quarantine.

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

A. A spouse or domestic partner,

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

C. The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal

guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.

D. A grandparent, grandchild, or sibling.

~~A. The employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee.~~

~~————— B. The employee's incapacitating injury, but:~~

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

~~A. — 2.~~ 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. Absent such notification, sick leave will automatically be used to supplement such payments except where prohibited; ~~and~~

~~B. — 3.~~ 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.

~~C. Employee's exposure to contagious diseases and resulting quarantine;~~

~~————— D. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;~~

~~————— E. The employee's or the employee's minor child's medical, ocular or dental appointments, provided that the employee's supervisor has approved the scheduling of sick leave for such appointments.~~

~~————— F. To care for the employee's child, if the child has an illness or health condition which requires treatment or supervision from the employee; or~~

~~————— G. For family and medical leave under federal law, state law, or King County ordinance.~~

31.8. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

~~————— 32.10. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County service.~~

~~————— 34.9. Payout on Retirement. Retirement Definition. 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.~~

ARTICLE 32: VACATION LEAVE³

32.1. ~~Comprehensive~~ leave ~~Eligible-eligible~~ employees shall be granted vacation with pay as follows:

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

Nothing in this Section is intended to supersede the vacation accrual tables/vacation caps for Prosecuting Attorney’s (CBA Codes 115 and 370), Department of Public Defense (CBA Codes 462 and 465), WSCCCE, Council 2 CASA (CBA Code 458), Teamsters Local 174 (CBA Code 160, Section 5.2), and Operating Engineers (CBA Code 351, Section 8.1.1).

32.2. For employees employed prior to ~~1/1/2018~~January 1, 2018, maximum annual vacation leave accrual is 480 hours for employees working the 40-hour work week and 420 hours for employees working the 35 hour work week.

A. Vacation accrual rates for an employee who works other than the full-time schedule standard for ~~his or her~~their work unit shall be prorated to reflect ~~his or her~~their normally scheduled work week.

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

B. ~~Comprehensive~~ leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.

C. ~~Comprehensive~~ leave eligible employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.

D. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

E. In cases of separation from County employment by death of an employee with accrued vacation leave who has successfully completed ~~his/her~~their first six ~~(6)~~ months of County service in a ~~comprehensive~~ leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

F. If an employee resigns from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

G. ~~Comprehensive~~ leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the employee's base rate of pay, plus ~~merit, and/or hourly~~ longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings.

H. Effective ~~1/1/2018~~January 1, 2018, new ~~comprehensive~~ leave eligible employees will be capped at 320 hours of vacation leave for employees working a ~~forty-hour~~40-hour work schedule. Employees not working a ~~forty-hour~~40-hour schedule hired before ~~1/1/18~~January 1, 2018, including TLT's, will retain their vacation cap.

I. *Vacation bidding, ~~and~~/or the manner in which vacation leave is approved, shall be governed by the individual Appendix.*

ARTICLE 33: WORKING-OUT-OF-CLASS

33.1. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 ~~consecutive~~ calendar

days. Employees working-out-of-classification may not be required to perform ~~all of all~~ the responsibilities of the higher-level classification, and therefore may continue to perform some of the responsibilities of their base position.

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

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

33.4. If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

ARTICLE 34: TRANSPORTATION BENEFITS

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

ARTICLE 35: LEAVE FOR EXAMINATIONS

Employees eligible for comprehensive leave benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or promotional examinations. This shall include time required to complete any required interviews.

ARTICLE 36: ORGAN DONOR LEAVE

36.1 Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

A. Comprehensive leave eligible employees who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1) Give the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

2) Provide written proof from an accredited medical institution,

organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

3) Time off from work for the purposes set out above more than five (5) working days shall be subject to existing leave policies under this Agreement.

ARTICLE 37: UNION MEMBERSHIP

37.1 Upon authorization by an individual employee to the Union, the County shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the Union including COPE (or similar funds).

37.2 The Union shall have the option to transmit to the Employer, by the cut-off date for each payroll period, the name and Employee ID number of Employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed their authorization for payroll deductions.

37.3 The County shall honor the terms and conditions of each employee's union membership and payroll deduction authorization(s).

37.4 The County, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities.

37.5 An employee may revoke their authorization for payroll deductions of payments to their union by written notice to the union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the County of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met.

37.6 The County will refer all employee inquiries or communications regarding union membership to the appropriate union.

37.7 The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the County will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 38: LAYOFF TASK FORCE

38.1. King County and the King County Coalition of Unions share a common interest in advancing equity and anti-racism in collective bargaining agreements for the King County workforce. This interest stems from the recognition that legacy rules reflect intentional and unintentional bias against people of color.

38.2. To meet this interest, the parties will convene a joint labor-management Task Force to study options for reflecting the County's anti-racism values in the layoff article of the Coalition Labor Agreement (CLA). The joint Task Force shall be made up of equal numbers of labor representatives and representatives, as determined by the Coalition, and representatives of King County, and shall contain no more than 12 individuals total.

38.3. The Task Force shall meet no less than once a month, commencing within 30 days of full mutual ratification of the CLA.

38.4. The Task Force shall provide a written report to the management and labor co-chairs for Coalition bargaining, with recommendations for how the parties can advance equity, no later than December 31, 2022, or later, by mutual agreement. The management and labor CLA co-chairs will meet before the commencement of successor CLA negotiations to discuss the parties' interests relative to these recommendations.

ARTICLE 39: EQUAL EMPLOYMENT OPPORTUNITY

39.1. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide occupational qualification reasonably necessary to the operations of the County.

ARTICLE 40: TELECOMMUTING

40.1. For Executive Branch employees, the County will administer employee requests for alternative work schedules and telecommuting in accordance with its policies, as amended. Requests for alternative work schedules and/or modified telecommuting arrangements by employees will not be unreasonably denied. If any request is denied it will be denied in writing and state the business reason for the denial.

40.2. The parties commit to negotiating in good faith over any and all changes to the Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the

life of this Agreement.

ARTICLE 41: DURATION

This Agreement and each of its provisions (including Appendices) shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, ~~2021~~2018 through December 31, ~~2024~~2021.

NON-SUPERSEDING CMLA ARTICLES

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

42.1. Where the ~~division~~-Agency requires employees to wear safety footwear that meets ANSI standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar year, per employee, in accordance with the ~~division's~~-Agency's policy and procedures.

42.2. Personal Protective Equipment (PPE) — the ~~department/agency~~-Agency shall provide each employee with required PPE equipment and replace same as needed. The County Agency will determine what constitutes protective safety wear based on job assignment.

ARTICLE 43: AFTER HOURS SUPPORT

43.1. After Hours Support (AHS) is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to ~~his/her~~their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

A. Standby:

1. Each ~~division~~-Agency director/designee will maintain a written list of all staff who have been designated for standby.

2. Employees will be given ten ~~(10)~~ business days' notice, in writing, of their designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between ~~division~~-Agency director/designee and employee.

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

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

reasons, must terminate or modify the standby schedule, the ~~division~~ Agency will provide as much notice of schedule change as practicable.

~~6. Parking expenses to park in the County's Goat Hill and King Street Center garages shall be reimbursed on presentation of a receipt if an employee is called out to a work location in the Seattle Downtown core area outside of regular working hours.~~

~~76. Equipment: The County Agency will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.~~

~~87. Employees will be paid ten percent (10%) of their base hourly rate for all hours each full hour on standby.~~

~~B. Technical Call-Out (TCO):~~

~~1. Employees will be paid a ten (10) minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten (10) minute period will not receive additional compensation until after that period has expired.~~

~~B~~ **C. Physical Call-Out (PCO):**

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and time actually worked) shall be given for each call-out when the employee is required to report back to ~~his or her~~ their workplace; except, if the PCO is within four (4) hours of ~~his or her~~ their shift start time, ~~he or she~~ the employee will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four (4) hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time coincides with the employee's work shift in which case ~~he or she~~ the employee will be paid ~~his or her~~ their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work location and is not required to report to ~~his or her~~ their workplace, will be paid two hours of overtime. If the PCO exceeds the initial two (2) hours, the actual hours worked will be paid at the overtime rate except if such time coincides with the employee's work shift, in which case ~~he or she~~ the employee will be paid ~~his or her~~ their regular base hourly rate of pay.

~~3. Parking expenses shall be reimbursed on presentation of a receipt, if an employee is called out to a work location outside of the employee's regular working hours.~~

~~C. Technical Call-Out (TCO): Employees will be paid a ten-minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten-minute period will not receive additional compensation until after that period has expired.~~

43.2. If an employee is called to perform a TCO and it is determined they will need to ~~actually~~ perform a PCO, the provisions for the PCO will prevail.

ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION

44.1. The County shall pay for any certification/license (except for driver's licenses), ~~continuing education, or and~~ training that is required by the County for the position. This includes necessary release time that is preapproved.

44.2. The County will reimburse the cost of an employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s). Driver's license renewal fees, or CDL endorsement fees that are not required by the County for the position will not be reimbursed.

ARTICLE 45: PARKING

45.1 Employees will not be required to pay to park at the County's Goat Hill, King Street Center or CFJC parking garages through December 31, 2021. Beginning January 1, 2022, employees will be required to pay for parking at the employee parking rates established as of March 15, 2020 for the Goat Hill and King Street Center garages, unless mutually agreed upon by the Labor-Management Safety Subcommittee currently meeting and sponsored by Chief People Officer, Whitney Abrams.

45.2 Effective January 1, 2022, employees will be required to pay \$10 per month for parking in the CFJC parking garage; except, when the employee is using their personal vehicle for County business for the day in which case they shall be reimbursed for the parking cost(s). Employees who are assigned or report to CFJC during 2022 will receive a one-time lump sum of \$500, less mandatory withholding, to be paid on the first pay period that includes January 1, 2023. Effective in the first quarter of 2022, the parties agree to establish a JLMC to develop and implement improvements in transportation for employees working at the CFJC.

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

46.1. Waiver. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings in effect prior to the effective date of this Agreement are deemed null and void with the effective date of this Agreement.

46.2. Modifications. For the duration of this Agreement, the County and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this Agreement. No modification will become effective without a written agreement, signed by both the County and the Union(s) that defines the specifics of the modification.

APPROVED this _____ day of _____, 2022~~18~~.

By: _____
King County Executive

For The King County Coalition of Unions:

~~Maria Williams~~~~Denise Cobden~~, Union Representative
Coalition Co-Chair
~~Professional and Technical Employees~~~~Teamsters~~, Local
117

Date

For The King County Coalition of Unions:

Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

Date

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

KING COUNTY COALITION OF ~~LABOR~~ UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

UNDER THE

COALITION LABOR AGREEMENT

**Subject: ~~Coalition bargaining~~ Longevity/Incentive Pay for ~~employees in specified~~
~~a~~Administrative sSupport eClassifications**

WHEREAS, ~~King County and the undersigned labor unions~~ King County Coalition of Unions (Coalition) representing certain Coalition administrative support classifications (“the Coalition”) ~~have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement;~~ and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications ~~have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;~~

Now THEREFORE, the parties have agreed as follows:

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

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

The ~~positions-classifications~~ referenced herein under this section shall be referred to as “Coalition ~~A~~Administrative Support classifications~~Positions~~” and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

~~2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support classifications Positions shall be eligible to receive a longevity-merit award under this Agreement, as outlined under Subsection A, or the merit pay as provided under KCC 3.15.020(C)(3) and as administered under King County Performance Appraisal and Merit Pay System as outlined under Subsection B, but not both. Existing bargaining units that have elected their preferred option as defined in Subsection A or Subsection B as a group as part of these negotiations and that selection will remain in effect for the duration of this Agreement.~~

A. Longevity-Merit Pay. Existing bargaining units with eligible employees who have elected this plan will receive a wage increase of 1.5% above Step 10 upon completing 15 years of service with the King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years of service with King the County; provided, however, that ~~an~~the employee is eligible for the above Step 10 premium only if ~~he/shethy~~ receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

~~3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:~~

- ~~1. Snohomish County~~
- ~~2. Pierce County~~
- ~~3. City of Seattle~~
- ~~4. City of Bellevue~~
- ~~5. City of Tacoma~~
- ~~6. City of Everett~~
- ~~7. City of Redmond~~
- ~~8. City of Renton~~
- ~~9. City of Kent~~
- ~~10. Port of Seattle~~

~~4. **B. Merit Pay.** It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, ~~employees in existing~~ bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for ~~premium longevity-merit pay~~ under Subsection A Paragraph 2 of this Agreement; however, such bargaining units ~~havemay~~ elected to forgo above-top-step merit for their members who are part of ~~the this e~~Coalition in order for those members to be eligible for~~

the ~~longevity-merit pay premium~~ under ~~Subsection A Paragraph 2~~ of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under ~~Subsection A Paragraph 2~~ of this Agreement. ~~Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.~~

~~C. For newly formed bargaining units, employees must elect their preferred option (as defined in Subparagraph A and Subparagraph B above) and as a group and must indicate their selection within 60 days from formation of a bargaining unit, and that selection will remain in effect for the duration of this Agreement. Employees who do not have the merit pay provision under their appendix shall only be eligible for longevity-merit pay under Subparagraph A.~~

~~D. For employees who participate in the Western Conference of Teamsters Pension Trust ("WCTPT") plan, longevity-merit pay and merit pay is calculated on their base salary including the County's contribution on their behalf to the WCTPT and excluding any add-to-pays they are eligible to receive. All terms and conditions of the "000U0513 MOA" regarding Process for calculating Longevity Pay for the Administrative Coalition bargaining units that participate in the Western Conference of Teamsters Pension Trust shall apply.~~

~~5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:~~

~~5. This Agreement fully satisfied the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:~~

- ~~1. Snohomish County~~
- ~~2. Pierce County~~
- ~~3. City of Seattle~~
- ~~4. City of Bellevue~~
- ~~5. City of Tacoma~~
- ~~6. City of Everett~~
- ~~7. City of Redmond~~
- ~~8. City of Renton~~
- ~~9. City of Kent~~
- ~~10. Port of Seattle~~

~~6. This Agreement shall remain in effect through December 31, 20243.~~

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

Subject: Cross-Jurisdictional ~~Acting~~/Special Duty Assignments

Introduction:

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

Agreement:

~~This Agreement does not include “intermittent” special duty assignments.~~ The parties agree to the following:

1. **King County Notification:** The County will provide the affected unions a monthly list of all cross-jurisdictional ~~acting/special duty~~SD assignments approved for a duration of greater than six ~~(6)~~ months.

2. **Pay Progression in ~~Acting/Special Duty~~ SD Assignments:** Step progression is governed by the terms of the base union’s collective bargaining agreement (CBA), ~~and Coalition Labor Agreement (CLA) Career Service Rules or personnel policies if the assignment is in a non-represented position,~~ as appropriate. Although current practice regarding pay progression in ~~acting/special duty~~ assignments is not changed by this Agreement, ~~the parties agree that this issue should be discussed, and agree to meet to discuss this issue in the context of a broader conversation regarding pay for acting/special duty assignments.~~

3. **Payment of Union Dues:**

a. **For ~~acting/special duty~~ assignments limited in duration to six ~~(6)~~ months or less,** the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee’s base classification.

b. **For ~~acting/special duty~~ assignments greater than six ~~(6)~~ months in duration,** the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the ~~acting/special duty~~ assignment (special duty/acting union). ~~Dues P~~ayment shall be consistent with the ~~CBA covering the acting/special duty work~~CLA, from the time the employee is placed in the assignment until the employee returns to ~~his or her~~their regular assignment. In this circumstance, the employee will not pay dues to the base union during the ~~special duty/acting~~ assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the ~~acting/special duty~~ assignment is initially approved for six ~~(6)~~ months or less, but is extended beyond six ~~(6)~~ months, the employee will begin paying dues to the special duty/acting union once the assignments extends beyond six ~~(6)~~ months.

c. For acting/special duty assignments wherein a non-represented employee is assigned to a position that is represented, the same rules as in a and b will apply.

d. For acting/special duty assignments wherein a represented employee is assigned to a position that is not represented, the employee will continue to pay dues to and be represented by the base union as provided under the following sections.

4. Standing and Seniority: Members will remain “in good standing” consistent with the Local Union Bylaws when dues payments are waived by the base union due to an acting/special duty assignment which exceeds six ~~(6)~~ months. Members’ Employees’ seniority rights and standing with their base unions will be governed by the relevant base union’s CBA.

5. Duty of Representation: The unions agree that, should a representational need arise during the acting/special duty assignment, all representational obligations will lie with the union to which the member is paying dues working in an assignment; except, with the exception of seniority, layoff, and bumping issues. ~~The~~ the base union will continue to be responsible for representation in the areas of seniority, layoff, and bumping, and discipline. In cases where a represented employee is assigned to an acting/special duty assignment in a position/~~classification~~ that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. ~~If dues are being paid to more than one union, the base union will represent the employee in the areas of seniority, layoff and bumping, while the~~ The acting union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.

6. Grievance: Cross-jurisdictional union issues are not grievable under either the base union’s or the special duty acting union’s CBA. If there is a dispute between the unions or between the employee and union(s) about dues, the unions will work to resolve the dispute and will involve the King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations Commission (PERC), as necessary.

7. Pension Trusts:

A. When an employee who is covered by a pension plan is assigned to a special duty assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall cease. The exception shall be when an employee is assigned to work in a bargaining unit that also provides for a pension plan, in which case the employee will pay into the pension at the negotiated rate for that bargaining unit. The employee’s wage reductions/contributions to the pension shall resume when the employee is restored to their position within the bargaining unit.

A-B. When an employee who is not covered by a pension plan is assigned to a special duty assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible for trust contributions. If the employee eventually hires into the special duty job as a regular employee, they shall be eligible for pension benefits on a prospective basis.

B-C. The pension trust contributions of an employee assigned to an acting/special duty assignment, whose base assignment or acting/special duty assignment is eligible for Western Conference of Teamsters Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters Local 117 that outlines the requirements for pension trust employee payments/participation for the bargaining unit.

~~**8. Final Agreement:** This Agreement is the final and complete Agreement of the parties with regard to union representation issues impacted by acting/special duty assignments. This Agreement supersedes any conflicting CBA provisions relating to this topic.~~

~~**Conclusion:**~~

~~This Agreement shall become effective on the date of the final signature of the parties. The agreement will be subsequently implemented, as soon as administratively practicable for King County. The parties agree that challenges presented by the implementation of this MOA and proposed improvements to this Agreement may be discussed at any time, but no revision to this MOA will be considered effective unless set forth in a written agreement that expressly supersedes one or more terms of this MOA.~~

MEMORANDUM OF AGREEMENT
Between
KING COUNTY
And
KING COUNTY COALITION OF UNIONS

Subject: Compensation Settlement for Implementation of Retroactive Increases

Agreement:

1. Retroactive payment of the GWI for 2021 and 2022 (“Contract Settlement GWI”) shall be made to all employees represented by the Coalition of Unions as follows:

A. Retroactivity will be issued to all employees who are employed by the County on the first day of the first pay period following full and final ratification of the CLA,

B. Retroactivity will be issued to all employees who retired or separated in 2021 or 2022.

C. Retroactivity will be issued to all employees who accepted another job in King County not represented by the Coalition and are still employed with the County on the first day of the first pay period following full and final ratification of the CLA.

D. Some TLT and regular employees who were represented by a Coalition Union in 2021 were non-represented between 12/31/21 and 4/30/22 without a break in service. By Ordinance they met the eligibility requirements to receive a one-time retention bonus of 1.5% of their gross King County wages in 2021 (excluding any imputed income). The parties agree that employees who received the one-time retention bonus of 1.5% for non-represented employees, shall not be eligible for any retroactive 1.5% GWI payments for 2021 upon ratification of this Agreement.

E. Employees who resign or are terminated prior to the first day of the first pay period following full and final ratification of the CLA shall not receive a retroactive payment.

2. All other provisions of the 2021-2024 CLA shall be implemented prospectively on the first day of the first pay period after the Ordinance following adoption of this Agreement by the King County Council and shall not be applied retroactively, unless otherwise specified. Non-retroactive provisions include, but are not limited to, changes to any compensation (e.g., pay premiums, salary increases, special allowances), changes in hours and working conditions.

3. The Contract Settlement GWI will be applied to all 2021 and 2022 retro pay eligible earnings consistent with the pay codes that were adjusted by the GWI when the 2019-2020 Total Compensation agreement was implemented. Ineligible earnings include adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave. Special duty and work-out-of-classification premiums shall be adjusted by the GWI but shall not be recalculated from the base position for which the premium rate was derived from.

MEMORANDUM OF AGREEMENT

Between

KING COUNTY

And

KING COUNTY COALITION OF UNIONS

Subject: Joint Childcare Trust

Agreement:

1. The Joint Committee overseeing the Child Care Fund pilot for 2020-2021 shall assess the utilization of these funds to determine employee need going forward.

A. Within 30 days of the CLA being ratified by all parties, a meeting shall be held between King County Coalition of Unions representatives and King County representatives to explore establishing a Joint Childcare Trust (“Trust”). The parties shall meet on a semi-monthly basis. This group will be considered the Childcare Trust Joint Committee.

B. Upon mutual agreement of the parties, effective January 1, 2022, the parties shall reopen all applicable provisions of this MOU to discuss and determine the funding mechanism for the childcare benefit by no later than March 31, 2022. Once a Trust has been legally established, all contributions shall be transferred to the Trust.

C. Assuming establishment of a Childcare Trust by King County is feasible, the parties shall work diligently to execute a Trust agreement and all associated legal documents, as soon as possible. All decisions related to the Trust shall be mutually agreed to by the Joint Committee, and all decisions of the Joint Committee shall be final. The Joint Committee shall consist of an equal number of representatives from the Employer and the King County Coalition of Unions.

s:Tentative Agreement to Vote/KC CLA TA 2022
liuna#242/afl-cio