



Signature Report

Ordinance 19057

Proposed No. 2020-0081.1

Sponsors Balducci

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Brotherhood of Electrical
4 Workers, Local 77 (Departments: Local Services, King
5 County Information Technology, Natural Resources and
6 Parks, and Public Health) representing employees in the
7 departments of local services, King County information
8 technology, natural resources and parks, and public health;
9 and establishing the effective date of the agreement.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated by and between
12 King County and International Brotherhood of Electrical Workers, Local 77
13 (Departments: Local Services, King County Information Technology, Natural Resources
14 and Parks, and Public Health) representing employees in the departments of local
15 services, King County information technology, natural resources and parks, and public
16 health, which is Attachment A to this ordinance, is hereby approved and adopted by this
17 reference made a part hereof.

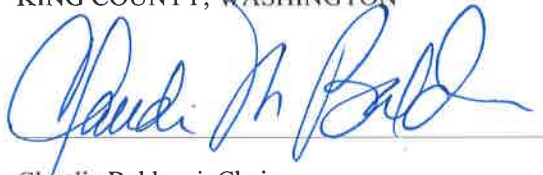
18 SECTION 2. Terms and conditions of the agreement shall be effective from
19 January 1, 2019, through and including December 31, 2020.
20

Ordinance 19057 was introduced on 2/18/2020 and passed by the Metropolitan King County Council on 2/25/2020, by the following vote:

Yes: 9 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles, Ms. Balducci and Mr. Zahilay




KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Claudia Balducci, Chair

ATTEST:



Melani Pedroza, Clerk of the Council

APPROVED this 5TH day of MARCH, 2020



Dwight D. Dively, For

Dow Constantine, County Executive

Attachments: A. MLA Appendix 67 IBEW Local 77 and King County

Master Labor Agreement (MLA) – Appendix 67
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL 77
AND
KING COUNTY

1			
2			
3			
4	ARTICLE 1:	APPLICATION OF MASTER LABOR AGREEMENT.....	1
5	ARTICLE 2:	PURPOSE	1
6	ARTICLE 3:	UNION RECOGNITION AND MEMBERSHIP	2
7	ARTICLE 4:	MANAGEMENT RIGHTS.....	3
8	ARTICLE 5:	ORGAN DONATION LEAVE.....	4
9	ARTICLE 6:	WAGE RATES	5
10	ARTICLE 7:	OVERTIME	7
11	ARTICLE 8:	HOURS OF WORK	8
12	ARTICLE 9:	MISCELLANEOUS.....	9
13	ARTICLE 10:	SAFETY GEAR AND EQUIPMENT ALLOWANCE	10
14	ARTICLE 11:	TRAINING.....	11
15	ARTICLE 12:	TRANSPORTATION BENEFITS.....	11
16	ARTICLE 13:	REDUCTION IN FORCE AND REHIRE.....	11
17	ARTICLE 14:	EQUAL EMPLOYMENT OPPORTUNITY	11
18	ARTICLE 15:	WORK STOPPAGES AND EMPLOYER PROTECTION	12
19	ARTICLE 16:	SENIORITY.....	12
20	ARTICLE 17:	WAIVER CLAUSE.....	13
21	ARTICLE 18:	DURATION.....	14
22	ADDENDUM A:	WAGES.....	15
23	Exhibit A:	King County And King County Coalition Of Unions Master Labor Agreement	
24	Exhibit B:	Memorandum of Agreement Addressing “Total Compensation” 2019-2020	
25			
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1 **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

2 **LOCAL 77**

3 **AND**

4 **KING COUNTY**

5
6 These Articles constitute an agreement, the terms of which have been negotiated in good
7 faith, between King County (“County”) and the International Brotherhood of Electrical Workers,
8 Local 77 (“Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan
9 King County Council.

10 **ARTICLE 1: APPLICATION OF MASTER LABOR AGREEMENT**

11 The Master Labor Agreement (MLA) shall apply to the bargaining unit employees as follows:

12 **Section 1** The Preamble, Purpose Statement, and Coalition Individual Bargaining
13 Agreement clauses in their entirety.

14 **Section 2** All Superseding MLA Articles, except as modified below.

15 **Section 3** Only those Non-Superseding MLA Articles adopted by reference below.

16 **ARTICLE 2: PURPOSE**

17 **Section 1.** The intent and purpose of this Agreement is to promote the continued
18 improvement of the relationship between King County and its employees by providing a uniform
19 basis for implementing the right of public employees to join organizations of their own choosing, and
20 to be represented by such organizations in matters concerning their employment relations with King
21 County, and to set forth the wages, hours, and other working conditions of such employees in
22 appropriate bargaining units provided the County has authority to act on such matters and further
23 provided the matter has not been delegated to any civil service commission or personnel board
24 similar in scope, structure and authority as defined in R.C.W. 41.56.

25 **Section 2.** Joint Labor Management Committee.

26 Purpose: The parties agree that the Joint Labor-Management Committee (JLMC) is
27 established and authorized, consistent with applicable laws and the terms of this Agreement, to use
28 principles of mutual gains bargaining to interpret, apply, and resolve issues and interests affecting

1 Labor and/or Management consistent with the following principles:

2 A. To provide fair and reasonable rates of pay, hours, and working conditions for the
3 employees concerned with the operations of King County as covered by this Agreement;

4 B. To ensure the making of appointments and promotions as provided under the merit
5 system and this Agreement;

6 C. To provide stability of employment and to establish satisfactory tenure;

7 D. To provide for improvement programs designed to aid employees in achieving
8 their acknowledged and recognized objectives as outlined in this Agreement;

9 E. To promote the highest degree of efficiency and responsibility in the performance
10 of the work and the accomplishment of the public purposes of King County;

11 F. To resolve disputes arising between King County and the Union relating to matters
12 covered by this Agreement.

13 G. To promote systematic labor/management cooperation between King County and
14 its employees.

15 The JLMC does not waive or diminish management rights and does not waive or diminish
16 either parties' grievance or bargaining rights. The JLMC is authorized to bargain an issue, including
17 a specific provision contained in this Agreement, only if the parties' authorized bargaining agents are
18 present when bargaining. Further, such bargaining may include but will not be limited to, the design
19 of gainsharing and/or other pay for performance systems. The parties recognize that the JLMC may
20 not be able to resolve every issue.

21 Process: The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be
22 co-equal; there will be a relative balance of representatives from management and the Union (while
23 the numbers may not be exactly the same, neither party should dominate in number of participants).

24 JLMC agenda items will be determined by mutual agreement of committee members. The
25 parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any unfair labor
26 practice (ULP) charge prior to filing a ULP charge.

27 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

28 **Section 1. Recognition.** The County recognizes the Union as the sole collective bargaining

1 representative of all employees whose job classifications are listed in Addendum A, which by this
2 reference is made a part of this Agreement, or in new or added classifications where the employees
3 perform substantially similar work as the present job classifications.

4 **Section 2. Union Dues.** The Union will notify the County of its dues and fees and all
5 changes thereto.

6 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
7 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
8 of dues and fees as certified by the secretary of the Union and shall transmit the same to the treasurer
9 of the Union.

10 **Section 4. Revocation of Dues Deduction Authorization.** An employee may submit a
11 request to stop payroll union dues and fees deductions by providing written notice to the King County
12 Benefit, Payroll, and Retirement Operations Division or designee. The County will forward a copy
13 of the employee's written request to the Union within five (5) business days of receipt.

14 **Section 5. Indemnification and Hold Harmless.** The Union agrees to indemnify and hold
15 the County harmless against any liability which may arise by reason of any action taken by the
16 County to comply with the provisions of this Article, including for any legal fees or expenses
17 incurred in connection with such action. The County will promptly notify the Union in writing of
18 any claim, demand, suit or other form of liability asserted against it relating to its implementation of
19 this Article. The Union agrees to refund to the County any amounts paid to it in error on account of
20 the check-off of union dues or fees upon presentation of proper evidence thereof.

21 **ARTICLE 4: MANAGEMENT RIGHTS**

22 **Section 1.** The Union recognizes the prerogatives of King County to operate and manage its
23 affairs in all respects in accordance with its responsibilities and powers of authority.

24 **Section 2.** King County management has the right to schedule overtime work as required and
25 consistent with requirements of public employment.

26 **Section 3.** It is understood by the parties that every incidental duty connected with operations
27 enumerated in job descriptions is not always specifically described.

28 **Section 4.** King County reserves the right to discipline and discharge for just cause. King

1 County reserves the right to lay off personnel for lack of work or funds, or for the occurrence of
2 conditions beyond the control of King County, or when such continuation of work would be wasteful
3 and unproductive. King County shall have the right to determine reasonable schedules of work and
4 to establish the methods and processes by which such work is performed.

5 **Section 5.** No policies or procedures in this Agreement shall be construed as delegating to
6 others or as reducing or abridging the following management responsibilities:

7 **A.** The responsibility for determining classification, status and tenure of employees,
8 establishing rules, initiating promotions and disciplinary actions and certifying payrolls.

9 **B.** The responsibility of Division Director or designees governed by Charter
10 provisions, ordinances and Personnel Guidelines which include, but are not limited to the following:

- 11 1. To suspend, demote, discharge or take other disciplinary action against
12 employees for just cause;
- 13 2. To relieve employees from duties because of lack of work, lack of funds, or
14 for disciplinary reasons;
- 15 3. To determine methods, means and employees necessary for departmental
16 operations;
- 17 4. To control the departmental budget(s);
- 18 5. To take whatever actions are necessary in emergencies in order to assure the
19 proper functioning of the departments.

20 **Section 6.** Nothing in this contract shall be construed to delete, add or restrict any provision
21 of the King County Charter. Any provision or part thereto of this contract shall be void if found to be
22 in conflict with the King County Charter.

23 **Section 7.** Employees outside of the bargaining unit may be temporarily assigned to work
24 within the bargaining unit for a period not to exceed thirty (30) working days without being subject to
25 the provisions of Article 3, Union Recognition and Membership

26 **ARTICLE 5: ORGAN DONATION LEAVE**

27 **Section 1. Leave - Organ Donors.**

28 **A.** The appointing authority shall allow all employees eligible for family leave, sick

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

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

10 2. Provide written proof from an accredited medical institution, organization
11 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
12 tissue or to participate in any other medical procedure where the participation of the donor is unique
13 or critical to a successful outcome.

14 **B.** Time off from work for the purposes set out above in excess of five (5) working
15 days shall be subject to existing leave policies.

16 **ARTICLE 6: WAGE RATES**

17 **Section 1.** Wage rates for the period from January 1, 2019 through December 31, 2020 shall
18 be in accordance with the job classifications and rates in Addendum A of this Agreement.

19 **Section 2.** New employees shall generally be hired at the first step, as listed in Addendum A,
20 and advanced to the next higher step upon the completion of six months of continuous service. New
21 employees may be hired in above the first step at the discretion of the Department. Advancement to
22 each succeeding step thereafter shall occur after completion of one additional year of continuous
23 service. Denial of a step increase for cause may be authorized by the Division Director or designee,
24 provided that the employee so affected is served with written notification in advance outlining the
25 reasons for such action and provided with a written review every three months thereafter as long as
26 such denial remains in effect.

27 **Section 2.1.** Supervisor I and Supervisor II step progression shall be pursuant to the
28 King County Merit Pay Manual, though modified to reflect steps 4, 6, 8, and 10 only, as indicated in

1 Addendum A. The Supervisor I and Supervisor II positions shall be eligible for merit over the top
2 pay pursuant to the King County Merit Pay Manual.

3 **Section 3.**

4 A. Employees assigned by proper authority to a Supervisor position shall be
5 compensated at the higher rate for all time so spent.

6 B. Whenever an employee who is performing the same duties as other employees in a
7 classification is assigned limited supervisory duties (such as distribution of work assignments,
8 maintaining a balanced work load among a group and keeping a record of work, production, or
9 attendance over employees in the same classification or a classification having the same entrance
10 salary), and these duties do not justify reallocation to a supervisory classification, the appointing
11 authority may designate the employee as a “lead worker”. The “lead worker” performs work under
12 the direction of a supervisor of a higher level who may not be present to give constant supervision to
13 the work because of duties and assignments performed in other areas. The appointing authority has
14 sole discretion regarding the selection or designation of which bargaining unit member is designated
15 as lead worker. An employee designated by the appointing authority as “lead worker” is eligible for
16 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At
17 such time as the “lead-worker” designation is removed, the employee’s compensation reverts to the
18 rate received prior to the designation.

19 **Section 4. General Wage Increases**

20 A. Effective January 1, 2019, employees shall receive a general wage increase of four
21 percent (4%).

22 B. Effective January 1, 2020, employees shall receive a general wage increase of one
23 and one-half percent (1.5%).

24 C. Effective July 1, 2020, employees shall receive a general wage increase of one and
25 one-half percent (1.5%).

26 **Section 5. Shift Premium.** Employees assigned by management to a shift other than a day
27 shift on a straight-time basis shall receive a wage differential of 10% of the hourly rate for all hours
28 worked, provided that the shift is scheduled to start before 6:00 a.m. or end after 5:00 p.m. for a 5-8

1 shift, or the shift is scheduled to start before 6:00 a.m. or end after 6:00 p.m. for a 4-10 shift.

2 **ARTICLE 7: OVERTIME**

3 **Section 1.** Except as otherwise provided in this Article, employees on a five-day schedule
4 shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,
5 exclusive of lunch period, or forty in one week. Employees on an alternative work schedule shall be
6 paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled day,
7 exclusive of lunch period, or forty in one week.

8 **Section 2.** Overtime shall be compensated for at one and one half (1-1/2) times the regular
9 rate. Employees who are FLSA exempt are expected to put in the number of hours required to
10 perform their job and are not eligible for either overtime or compensation time. Employees who are
11 FLSA overtime eligible will report overtime in quarter hour increments.

12 **Section 3.** All overtime shall be authorized in advance by the Division Director or designee
13 in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly
14 scheduled work day for the individual crew.

15 **Section 4.** Emergency work at other than the normal scheduled working hours, or special
16 scheduled working hours not enumerated above shall be compensated as overtime. In the event this
17 overtime work is accomplished prior to the normal working hours and the employee subsequently
18 works his regular shift, his regular shift shall be compensated at regular time.

19 **Section 5. Call-out Pay.** Employees not on standby that are called into work on an
20 unscheduled basis or because of an emergency, will be paid at the overtime rate of pay from the time
21 of the call/notice and until the time of return to their home (by the most expeditious route possible).
22 Employees shall receive a minimum of four (4) hours at the overtime rate for each call out. Where
23 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

24 **Section 6.** An employee on standby status shall receive 12.75% of his/her regular base hourly
25 rate of pay for each hour on standby. Standby status requires an employee to remain on standby duty
26 with a pager (within pager range) during time off. If paged the employee will make contact within
27 fifteen (15) minutes and be en route within thirty (30) minutes. Employees shall receive notice in
28 writing prior to assignment on standby duty, except when emergencies interfere with such practice.

1 Employees called into work while on standby shall be paid in accordance with Section 6, except that
2 they shall not receive standby pay during the period of time they receive time and one-half. FLSA
3 exempt employees shall not be eligible for standby pay.

4 **Section 7.** Employees may request to earn compensatory time off in lieu of overtime
5 payment at the appropriate rate. The accrual of compensatory time off shall be at the discretion of the
6 Supervisor. A maximum of up to eighty (80) hours may be accumulated at any time in accordance
7 with County Personnel Guidelines. The use of compensatory time must be requested at least forty-
8 eight (48) hours in advance and will be granted at the discretion of the Supervisor.

9 **Section 8.** FLSA-exempt employees covered under this Agreement are eligible for Executive
10 Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended.

11 **ARTICLE 8: HOURS OF WORK**

12 **Section 1.**

13 **A.** The parties agree that the standard schedule shall consist of five (5) consecutive
14 work days not to exceed eight (8) hours each exclusive of the meal period, and not to exceed forty
15 (40) hours per week, and shall normally be scheduled Monday through Friday.

16 **B.** The parties agree that the County shall have the right to set more than one standard
17 schedule within the core hours of 6:00 a.m. to 5:00 p.m. so long as the start and quit times for each
18 schedule are on the hour or the half hour.

19 **C.** The parties agree that alternative work schedules (4/10, 9/80, etc.) or changes to
20 shift times are permitted where mutually agreed to between the County and the employee, provided
21 that the schedules shall be consecutive days, Monday-Friday, and between the hours of 5:00 a.m. and
22 6:00 p.m.

23 **Section 2.**

24 **A.** The parties agree that the County shall have the right to temporarily assign an
25 employee to a temporarily vacant schedule.

26 The County shall give the employee advance notice of a temporary assignment. If the County
27 has less than 10 working days notice and the vacancy arises due to the exercise of a leave benefit
28 contained in this Agreement, the County shall notify the employee no later than the end of the

1 employee's shift the day before the assignment. If the County has ten (10) or more working days
2 notice of a vacancy arising for any reason, the County shall notify the employee no later than seven
3 (7) calendar days before the temporary assignment.

4 **B.** An employee who is assigned to a vacant schedule shall work the schedule for the
5 duration of the absence. If the absent employee returns on other than the first day of a work week,
6 the returning employee shall work the adjusted employee's schedule until the end of the week unless
7 the affected employees agree otherwise.

8 **Section 3.**

9 **A.** The parties agree that the County shall have the right to establish special schedules
10 for specific projects, provided that the County provides fourteen (14) calendar days of notice and the
11 project and schedule are of at least seven (7) calendar days duration.

12 **B.** The parties agree that alternative work schedules may also be permitted in special
13 schedules for specific projects where mutually agreed to between the County and employee.

14 **ARTICLE 9: MISCELLANEOUS**

15 **Section 1.** The County agrees to provide raingear and rubber boots to employees required to
16 work in inclement weather.

17 **Section 2. Selection Process for Traffic Signal Technician.** Prior to the initiation of any
18 competitive merit-based process to fill a vacant Traffic Signal Technician position, regular employees
19 in this classification shall be given the opportunity to make a lateral transfer to the vacant position.
20 Such lateral transfers shall be accomplished pursuant to the following procedure:

21 **A.** Written notification of the vacancy shall be provided to all Traffic Signal
22 Technicians who are regularly employed at the time.

23 **B.** The notification will provide a description of the job that will include the essential
24 job functions and the knowledge, skills and abilities necessary to successfully perform the job. A
25 level II IMSA certification will be a desirable qualification.

26 **C.** Interested individuals must provide a written letter of interest and/or resume to the
27 Traffic Superintendent outlining/describing their ability to perform each of the essential job functions
28 and how they meet or exceed the necessary knowledge, skills and abilities.

1 D. All interested individuals will have their letter of interest/resume
2 screened/evaluated by Human Resources and one or two signal technicians to determine if they
3 possess the necessary knowledge, skills, and abilities to do the job. Any questions/issues that arise in
4 the course of the screening shall be resolved by the Traffic Superintendent.

5 E. The position will be offered to the most senior Traffic Signal Technician who
6 possesses the necessary knowledge, skills, and abilities to do the job and the desired level II IMSA
7 certification. If there are no candidates with a level II IMSA certification, the position will be offered
8 to the most senior Traffic Signal Technician who possesses the necessary knowledge, skills, and
9 abilities to do the job.

10 F. If none of the interested regular Traffic Signal Technicians are selected for lateral
11 transfer, the position will be filled through the County's competitive hiring processes.

12 G. Interested regular Traffic Signal Technicians who are not selected through the
13 lateral transfer process may apply for the position during the competitive examination process.

14 **Section 3. Performance Evaluations.** The County may conduct performance evaluations at
15 least annually as part of a systematic and equitable employee performance management system.

16 **Section 4. Puget Sound Emergency Radio Network (PSERN).** Upon request, the parties
17 shall agree to meet and discuss the transition of the PSERN to the PSERN-Operator. The PSERN
18 Operator may be invited to participate in these discussions.

19 **ARTICLE 10: SAFETY GEAR AND EQUIPMENT ALLOWANCE**

20 **Section 1.**

21 Bargaining unit employees in the Road Services Division shall be required to wear protective
22 footwear. Such employees will receive the above described payment of two hundred dollars
23 (\$200.00) to be used toward the purchase of the required footwear. The payment shall be made in the
24 paycheck covering July 15 to employees who are employed on July 15 of that year. The allowance
25 will be subject to regular tax withholdings as may be required under federal and state law.
26 Employees will be responsible to purchase the footwear and safety gear and are required to wear
27 safety equipment.

28 **Section 2.** The parties adopt Non-Superseding MLA Article 32.

1 **ARTICLE 11: TRAINING**

2 The parties adopt Non-Superseding MLA Article 36.

3 **ARTICLE 12: TRANSPORTATION BENEFITS**

4 The parties adopt Non-Superseding MLA Article 38.

5 **ARTICLE 13: REDUCTION IN FORCE AND REHIRE**

6 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to
7 seniority within the division and classification with the employee with the least time being the first to
8 go. In the event there are two or more employees eligible for layoff within the division with the same
9 classification and seniority, the Division Director or designee will determine the order of layoff based
10 on employee performance.

11 **Section 2.** When a reduction in force is necessary, the Union and the employees who may be
12 affected shall be notified at least thirty (30) days prior to the effective date. At such time as a
13 reduction in force is of such an emergency nature as to prevent thirty (30) days notice, the earliest
14 possible notification will be given.

15 **Section 3.** Employees in a higher classification who have been notified of layoff may use
16 seniority to bump the least senior employee in a lower classification within the bargaining unit
17 provided they are qualified.

18 **Section 4.** Employees laid off will be eligible for rehire into positions of the same
19 classification according to seniority with King County. That is, the employee laid off last will be the
20 first rehired.

21 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

22 The County shall not unlawfully discriminate against any employee in employment on the
23 basis of race, color, creed, religion, national origin, age, marital status, sex, sexual orientation,
24 political ideology, ancestry, or the presence of a sensory, mental or physical disability. Allegations of
25 unlawful discrimination shall not be a proper subject for the grievance arbitration procedure pursuant
26 to Article 26, Section 4, Step 4 of this arbitration step of MLA. Such allegations that are not resolved
27 through Article 26, Section 4, Step 3 of the grievance procedure may be referred by the grievant to
28 the appropriate government agency.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and the signatory organization agree that the public interest requires
3 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
4 to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization
5 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
6 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement, and should same occur, the signatory
8 organization agrees to take appropriate steps to end such interference. Any concerted action by any
9 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have
10 occurred. Being absent without authorized leave shall be considered as an automatic resignation.
11 Such a resignation may be rescinded by the Division Director or designee if the employee presents
12 satisfactory reasons for his absence within three calendar days of the date his automatic resignation
13 became effective.

14 **Section 2.** Upon notification in writing by the County to the signatory organization that any
15 of its members are engaged in a work stoppage, the signatory organization shall immediately, in
16 writing, order such members to immediately cease engaging in such work stoppage and provide the
17 County with a copy of such order. In addition, if requested by the County, a responsible official of
18 the signatory organization shall publicly order such signatory organization employees to cease
19 engaging in such a work stoppage.

20 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
21 accord with the County’s Work Rules to the following action or penalties:

22 A. Discharge

23 B. Suspension or other disciplinary action as may be applicable to such employee.

24 **ARTICLE 16: SENIORITY**

25 **Section 1.** Seniority for all regular employees in any bargaining unit classification covered by
26 this contract shall be defined as the employee’s “Classification Date”. The Classification Date is
27 defined as the most recent date of hire into the regular position, as defined in Addendum “A”.
28 The “Classification Date” is adjusted for unpaid leaves of absence that exceed 30 calendar days. An

1 employee shall continue to accrue seniority if on unpaid protected (family medical and military)
2 leave.

3 **Section 2.** An employee who has obtained career service status in any bargaining unit
4 classification and who accepts a temporary position lasting more than 6 months in King County
5 outside the bargaining unit shall retain his/her seniority as of the date of hire into the temporary
6 position. Any temporary position lasting less than 6 months the member shall continue to accrue
7 seniority in their current classification.

8 For an employee who moves from a term-limited temporary position into a regular position
9 with no break in service, employment in the term-limited position will be included when establishing
10 the "Classification Date".

11 **Section 3.** This does not apply to Section 12.1 under the Miscellaneous Article.

12 **ARTICLE 17: WAIVER CLAUSE**

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

1 **ARTICLE 18: DURATION**

2 This agreement shall become effective upon conclusion of the approval process by the King
3 County Council and shall cover the period January 1, 2019 through December 31, 2020.

4
5 **APPROVED** this _____ day of _____, 2020.

6
7
8
9 By: _____

10 King County Executive

11
12 International Brotherhood of Electrical Workers, Local 77:

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14
15 _____
16 Rex Habner
17 Business Manager/Financial Secretary
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2 **International Brotherhood of Electrical Workers, Local 77**

3 **ADDENDUM "A" - WAGE RATES**

4 **Effective January 1, 2019 – December 31, 2020**

5

Job Class Code	PeopleSoft Job Code	Classification Title	Range
8302100	832102	Solid Waste Electronics Technician	56
5327100	838501	Electrical Inspector	58
8308100	835401	Electronic Communication Specialist (effective through December 31, 2019)	60
8308100	835401	Electronic Communication Specialist (effective January 1, 2020)	61
8303100	833101	Electronic Communication Technician I	42
8303200	832201	Electronic Communication Technician II	56
8307100	835301	Traffic Signal Technician (effective through June 30, 2019)	56
8307100	835301	Traffic Signal Technician (effective July 1, 2019)	57

17

18 **Steps 4, 6, 8, and 10 of the IBEW Local 77 Roads/IT bargaining unit wage table (see below) shall be used, unless otherwise referenced in this agreement.**

19

20 **The Shift Differential is 10%.**

21

Job Class Code	PeopleSoft Job Code	Classification Title	Range
8700100	877104	Supervisor I	58
8700200	871204	Supervisor II	64

26 **Steps 4, 6, 8, and 10 of the IBEW Local 77 Roads/IT bargaining unit wage table (see below) shall be used.**

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**2019 IBEW Local 77 Roads/IT
Wage Table
(with 4% General Wage Increase, Effective January 1, 2019)**

<i>Range</i>	4	5	6	7	8	9	10
42	\$27.60	\$28.26	\$28.94	\$29.64	\$30.35	\$31.08	\$31.82
56	\$38.47	\$39.39	\$40.34	\$41.31	\$42.30	\$43.31	\$44.35
57	\$39.39	\$40.34	\$41.31	\$42.30	\$43.31	\$44.35	\$45.42
58	\$40.34	\$41.31	\$42.30	\$43.31	\$44.35	\$45.42	\$46.51
60	\$42.30	\$43.31	\$44.35	\$45.42	\$46.51	\$47.62	\$48.76
61	\$43.31	\$44.35	\$45.42	\$46.51	\$47.62	\$48.76	\$49.94
64	\$46.51	\$47.62	\$48.76	\$49.94	\$51.13	\$52.36	\$53.62

**January 1, 2020 – June 30, 20, IBEW Local 77 Roads/IT
Wage Table
(with 1.5% General Wage Increase Effective January 1, 2020))**

<i>Range</i>	4	5	6	7	8	9	10
42	\$28.01	\$28.69	\$29.37	\$30.08	\$30.80	\$31.54	\$32.30
56	\$39.05	\$39.98	\$40.94	\$41.93	\$42.93	\$43.96	\$45.02
57	\$39.98	\$40.94	\$41.93	\$42.93	\$43.96	\$45.02	\$46.10
58	\$40.94	\$41.92	\$42.93	\$43.96	\$45.02	\$46.10	\$47.20
61	\$43.96	\$45.02	\$46.10	\$47.20	\$48.34	\$49.50	\$50.68
64	\$47.20	\$48.34	\$49.50	\$50.68	\$51.90	\$53.15	\$54.42

**July 1, 2020 – December 31, 2020, IBEW Local 77 Roads/IT
Wage Table
(with 1.5% General Wage Increase, Effective July 1, 2020)**

<i>Range</i>	4	5	6	7	8	9	10
42	\$28.43	\$29.12	\$29.82	\$30.53	\$31.26	\$32.01	\$32.78
56	\$39.63	\$40.58	\$41.56	\$42.55	\$43.58	\$44.62	\$45.69
57	\$40.58	\$41.56	\$42.55	\$43.58	\$44.62	\$45.69	\$46.79
58	\$41.56	\$42.55	\$43.58	\$44.62	\$45.69	\$46.79	\$47.91
61	\$44.62	\$45.69	\$46.79	\$47.91	\$49.06	\$50.24	\$51.44
64	\$47.91	\$49.06	\$50.24	\$51.44	\$52.68	\$53.94	\$55.24

**EXHIBIT A
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
MASTER LABOR AGREEMENT**

TABLE OF CONTENTS

PREAMBLE:

DEFINITIONS.....	3
PURPOSE STATEMENT	3
COALITION INDIVIDUAL BARGAINING AGREEMENTS.....	3

SUPERSEDING MLA ARTICLES:

ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING.....	4
ARTICLE 2: MILITARY LEAVE	4
ARTICLE 3: UNPAID LEAVES OF ABSENCE.....	4
ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE	4
ARTICLE 5: JURY DUTY	5
ARTICLE 6: DONATED LEAVES	5
ARTICLE 7: PAID PARENTAL LEAVE.....	6
ARTICLE 8: BEREAVEMENT LEAVE	7
ARTICLE 9: VACATION LEAVE CAP	8
ARTICLE 10: HOLIDAYS, ELIGIBILITY	8
ARTICLE 11: FMLA/KCFML	9
ARTICLE 12: PROFESSIONAL DEVELOPMENT	10
ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM	11
ARTICLE 14: RECLASSIFICATION AND RESULTING PAY	12
ARTICLE 15: SPECIAL DUTY.....	15
ARTICLE 16: CONTRACTING OUT	18
ARTICLE 17: TLT POSITIONS	18
ARTICLE 18: JOB POSTING	18
ARTICLE 19: PUBLIC RECORDS REQUEST	18
ARTICLE 20: UNION NOTIFICATION.....	19
ARTICLE 21: UNION ENGAGEMENT	19
ARTICLE 22: UNION LEAVE.....	20
ARTICLE 23: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES .20	
ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION	20
ARTICLE 25: INSURED BENEFITS, HRA AND VEBA.....	21
ARTICLE 26: GRIEVANCE PROCEDURE	21
ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE.....	24
ARTICLE 28: ECONOMIC EQUITY.....	24

ARTICLE 29: COALITION OF UNIONS INCENTIVE PAY.....25
ARTICLE 30: SAVINGS CLAUSE25
ARTICLE 31: DURATION25

NON-SUPERSEDING MLA ARTICLES:

ARTICLE 32: SAFETY GEAR AND EQUIPMENT ALLOWANCE.....26
ARTICLE 33: AFTER HOURS SUPPORT26
ARTICLE 34: SICK LEAVE.....27
ARTICLE 35: VACATION LEAVE29
ARTICLE 36: TRAINING.....31
ARTICLE 37: WORKING OUT OF CLASS31
ARTICLE 38: TRANSPORTATION BENEFITS31

MEMORANDUM OF AGREEMENT: CAREER PROGRESSION CLASSIFICATION
PROJECT32

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

PREAMBLE:

DEFINITIONS

1. **In good standing:** Not discharged for cause or resigned in lieu of discharge for cause.
2. **Director:** Division or Department, or head of agency.
3. **Designee:** Representative selected by Director.
4. **Leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees. Does not include short-term temporary employees or administrative interns.

PURPOSE STATEMENT

The Master Labor Agreement (MLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement. The MLA was achieved through a collaborative bargaining process between King County (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 (MLA) bargaining occurred for the purpose of “bargaining standard practices, procedures, and CBA provisions”. The MLA “will bring greater efficiency to King County and support its Best Run Government principles. The MLA 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 (MLA).
3. Any lesser conditions contained in any Union’s collective bargaining agreement shall be superseded by the conditions contained in this Master Labor Agreement (MLA). However, except where specifically stated otherwise in the Master Labor Agreement, nothing in the MLA shall deprive any employee of any superior benefit contained in his/her Union’s collective bargaining agreement.
4. **Separate Branch Agencies & KCSO.** The parties agree that provisions in this MLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court, Sheriff’s Office and Legislative Branch. Those agencies, referred to herein as “Separate Agencies” have the authority to negotiate such issues separate and apart from the Total Compensation Coalition bargaining that developed this MLA.

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 MLA 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 leave eligible employee by the employee's director.

3.2. **Long-Term Leaves of Absence.** The 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 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 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 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. Employees 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 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 leave eligible employee notified to serve on jury duty must inform his or her 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 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 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 regular shift and schedule. Paid 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 paid leave 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 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 expressly covered in this Article including any bargaining unit within the courts that have 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.

6.4. Sick leave hours. An employee may 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 25 hours of accrued sick leave in a calendar year.

6.5. 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.

6.6. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The executive may implement a process providing the opportunity for 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.

6.7. 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 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 supplements an employee's accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

7.2. Benefit Amount. An employee's supplemental 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"). The employee will receive the equivalent of his or her full salary for up to a total of twelve 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 weeks of leave. Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least 6 months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

7.3. Eligibility. The benefit is available to all 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 County, then each employee is entitled to up to 12 weeks of Paid Parental Leave.

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

the employee's supervisor prior to the leave.

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

7.6. Job Protection. Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

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. For purposes of overtime calculations, Paid Parental Leave 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 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.

8.2. Immediate family shall be defined as the employee's 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 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 hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. This shall not apply to any current employees including TLT's, hired on or before 12/31/17.

9.2. Employees eligible for vacation leave who work a forty hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date). Employees not working a forty hour schedule hired before 1/1/18, 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 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 Human Resources Director may authorize procedures for authorizing carryover above the maximum.

ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

10.1. **Holidays.** All 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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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.

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

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.

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

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

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

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 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

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

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

D. An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position she/he 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 in the Coalition of Unions beginning January 1, 2019. The County will fund the Program with \$150,000 in 2019. The County shall fund the administrative cost of the pilot. The Scholarship funds will be administered by the King County Human Resources Division (HRD) of the Department of Executive Services, and will be awarded to individual employee applicants for training, education and professional development opportunities based on HRD developed criteria and using HRD developed processes.

ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM

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

13.2. Supported employees performing bargaining unit work will be covered by the terms of the applicable collective bargaining agreement (CBA) provisions for that unit. Supported employee classifications and assigned wage ranges have been established in the County's classification system.* Any CBA terms identified by either party to be in conflict with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any CBA "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 King County Human Resources Division Director or designee must review and approve any bumping decisions and notify the appropriate union of the decision.

13.3. Though the job duties of a supported employee may cross job classifications, bargaining units and/or 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 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.

13.4. Supported employees will be represented and pay dues, as appropriate, to the union representing the majority of the work assigned. If there is no clear majority, the 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 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 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.

13.5. 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.

ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

14.1. Job Reclassification

1. Reason

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. An employee is not eligible to submit a reclassification request if it has been less than twelve (12) months since the date of a previous classification determination for the position, or

- (1) the employee is on probation; or
- (2) the employee is on a Performance Improvement Plan; or
- (3) the employee is asking for a reclassification for a special duty position.

C. Group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division. The Human Resources Division 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 5 rights under this Article (Reconsideration of a Classification Decision).

2. Effective Date of Reclassification and Resulting Pay

Below is a table 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 Human Resources Division.	<p>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.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p>
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from the Human Resources Division.	<p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

3. Probation Upon Reclassification

There shall be no probationary period following a reclassification.

4. FLSA Status Change Upon Reclassification

A. 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.

B. 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.

C. 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 in an executive leave eligible position, will be eligible to receive executive leave.

5. Reconsideration of a Classification Decision

An employee or a group of employees has thirty (30) calendar days to submit a request for reconsideration of a classification decision to 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. An employee must request reconsideration prior to filing an appeal. Failure to request reconsideration to the Human Resources Director in thirty (30) calendar days shall be considered as acceptance of the reclassification decision. A group may fill out one request for all included individuals, or one or more of the employees may submit individual requests for reconsideration.

6. Appeal of a Classification Reconsideration Decision

A. An employee or a group of employees has thirty (30) calendar days to appeal the reconsideration decision. The timeline would begin from the date of the verification of receipt outlined in Section 5 above.

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.

C. 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.

8. 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 the Human Resources Division.

ARTICLE 15: SPECIAL DUTY

15.1 Definitions

- 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.

- Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee’s underlying position while on special duty assignment.
- Base Union – The union that represents the employee’s base position.
- Acting Union – The union that represents the special duty position or body of work.

15.2. Duration

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

- (1) 30 days to Twelve Months – Shall be approved by the Department Director or designee to provide additional staffing:
 - i. Due to work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration;
 - ii. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or
 - iii. Needed to either develop and/or implement, a new function, system, or proposal.
 - iv. To backfill for a vacant regular position.
- (2) Up to Three Years – Shall be approved by the Director of Human Resources or designee:

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.
- (3) Up to Five Years - Shall be approved by the Director of Human Resources or designee:
 - i. To backfill a regular position, when:
 - a) An employee is absent because of an extended leave of absence for a medical reason;
 - b) An employee is absent because of military service; or
 - c) An employee is absent because of a special duty or other assignment.
 - ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

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

c. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 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.

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

B. 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 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 will be placed at the first step of the special duty classification pay range or be given a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in his or her base position includes merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the 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 steps of his or her base pay range while on special duty. If the employee is at his or her top step in the base classification, the employee will be eligible for step increases in the special duty classification.

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

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

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

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from

the time the employee is placed in the assignment until the time the employee returns to his or her 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) 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 special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

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.

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 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 will also be posted as Special Duty opportunities.

18.3. Internal Regular and TLT employees that are represented by the 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 will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 20: UNION NOTIFICATION

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

1. First and last name
2. Home address
3. Home phone number (if the member wants to provide 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

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 at least eight (8) hours or one (1) 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 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 will take into consideration operational needs.

21.3. New Employee Orientation, Union Presentation: The County agrees to continue in person New Employee Orientation to allow the Unions to meet the new members. Not less than five (5) working days before a new employee orientation, 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 thirty (30) minutes of 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 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 Department.

22.2. A regular employee designated by the Union to serve on official union business that requires a part of his/her time shall be given a leave of absence without pay from work, provided it can be done without detriment to King County services and at least forty-eight (48) hours written

notice is given to the Division. 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 County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations, or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

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 by the County Council. *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. Terms and conditions for medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs are outlined under “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments). Terms and conditions of the 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.

A. 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 mutually agreed otherwise. Copies of all written reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the Union.

26.4. 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 supervisor. If the issue is not resolved, it may be referred to STEP 1.

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 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 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.) Supervisor and manager grievants who reduce their grievance to writing, shall initiate their grievance 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 Director for investigation, discussion, and written reply.

(1.) The Division or Agency Director/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 Director/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 Director'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 within fifteen (15) calendar days following the 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 attorneys' 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.

(5.) Mediation. Any party, at any time, can request mediation as a form of alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected by mutual agreement. Upon either party's request, parties agree to mediate a dispute prior to moving the grievance to arbitration.

(6.) 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 calendar day falls on a Saturday, Sunday, County recognized holiday or on a day the Division/Agency's Office is closed for business, the next following normal day of business will be considered the final calendar day.

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

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

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

(3) 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.

ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE

27.1. No regular employee shall be disciplined except for just cause (consistent with Article 26.4; STEP 4 (7.)). 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.

27.2. Written reprimands, suspensions, demotions or discharges must be given by registered, 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 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 PAY

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.

29.2. 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. 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

30.1. 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 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: DURATION

31.1. This Agreement and each of its provisions 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, 2018 through December 31, 2020.

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

NON-SUPERSEDING MLA ARTICLES

ARTICLE 32: SAFETY GEAR AND EQUIPMENT ALLOWANCE

32.1. Where the division 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 policy and procedures.

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

ARTICLE 33: AFTER HOURS SUPPORT

33.1. After Hours Support 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 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 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 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, due to emergency or business reasons, must terminate or modify the standby schedule, the division 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.

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

8. Employees will be paid ten percent (10%) of their base rate for 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.

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 workplace; except, if the PCO is within four (4) hours of his or her shift start time, he or she 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 pay rate except if such time coincides with the employee's work shift in which case he or she will be paid his or her regular base 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 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 will be paid his or her regular base rate of pay.

33.2. 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 34: SICK LEAVE²

34.1. 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 96 hours per calendar year. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to use sick leave until 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.

34.2. 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

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

in a term-limited position.

34.3. Employees eligible to accrue leave and 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 hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. If a retiree is rehired, the employee is not entitled to have the un-cashed out 65% of his or her former sick leave balance reinstated.

34.4. 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.

34.5. 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.

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

34.7. Sick leave may be used for the following reasons:

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:

1. 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 workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

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

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.

34.8. 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 35: VACATION LEAVE³

35.1. Leave 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

35.2. For employees employed prior to 1/1/2018, 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

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

schedule standard for his or her work unit shall be prorated to reflect his or her normally scheduled work week.

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

C. 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 first six (6) months of County service in a 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. 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 longevity pay if applicable, in effect upon the date of leaving County employment, less mandatory withholdings.

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

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

ARTICLE 36: TRAINING

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

ARTICLE 37: WORKING OUT OF CLASS

37.1. 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 calendar days. Employees working-out-of-classification may not be required to perform all of the responsibilities of the higher-level classification.

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

37.3. 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).

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

ARTICLE 38: TRANSPORTATION BENEFITS

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

APPROVED this _____ day of _____, 2020

By: _____
King County Executive

International Brotherhood of Electrical Workers, Local
77:

Rex Habner, Business Manager/Financial Secretary

Date

**Memorandum of Agreement
By and Between
King County
And
King County Coalition of Unions**

Subject: Career Progression Classification Project

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

Background:

King County is implementing a Career Progression Classification Project (the Project).

Agreement:

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

2. The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

3. The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For International Brotherhood of Electrical Workers,
Local 77:

Rex Habner, Business Manager/Financial Secretary

Date

For King County:

Megan Pedersen, Director
Office of Labor Relations, King County Executive Office

Date

EXHIBIT B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77
DEPARTMENTS: LOCAL SERVICES, KING COUNTY INFORMATION
TECHNOLOGY, NATURAL RESOURCES AND PARKS, PUBLIC HEALTH [100]
ADDRESSING “TOTAL COMPENSATION”
2019-2020

This package proposal is contingent upon agreement to all its terms and conditions as presented below without rejection or proposed modification by the Coalition. Unless specifically addressed in this package what-if proposal, all other Coalition proposals are denied.

1. Wages: All employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 4% effective January 1, 2019.

A. All employees who are represented by Unions signatory to this Agreement shall receive a GWI of 3% effective January 1, 2020, divided with 1.5% added on January 1, 2020 and a final GWI of 1.5% added in the pay period that includes July 1, 2020.

B. A \$500 participation premium will be paid to all employees who are represented by the Unions signatory to this Agreement who are employed with the County on January 1, 2020. The parties acknowledge that the Agreement must be ratified by both the County and by the participating Union membership in order to effectuate the \$500 premium.

2. JLMIC: Pursuant to 2019-2020 JLMIC agreement and its attachments (Document Code 000U0118_HealthBenefits_2019-2020, proposed Ordinance 2018-0546).

3. Deferred Compensation – Automatic Enrollment:

Effective November 1, 2018, during benefits enrollment, new employees represented by the Coalition of King County Unions will be automatically enrolled in the Deferred Compensation Program according to the following terms: 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.

4. WA State Sick Leave Law: Attached.

5. KC Regional AFIS Guild Total Comp Coalition Days 2017-2018: The County shall provide all current, leave eligible bargaining unit employees of the KC regional AFIS Guild the three (3) additional vacation days contained in the 2017-2018 Total Comp Agreement between King County and the King County Coalition of Unions.

A. These vacation days shall be provided in the same manner as donated vacation leave (i.e. not available for temps and other non-leave eligible employees, prorated for part time employees, 8 hours for full time 40 hour employees); provided, that any employee that is unable to use any of the additional vacation days shall be permitted to carry those days forward into the next year on an ongoing basis until those days are used.

B. These vacation days described in A above shall not be available for cash out

under any circumstance.

6. **Operating Engineers Local 302 Coalition of Unions Incentive Pay:** The County shall make retro to all current bargaining unit employees of Operating Engineers Local 302 the Coalition of Unions Incentive Pay of 0.5% General Wage Increase contained in Article 29.1 of the 2018-2020 Master Labor Agreement between King County and The King County Coalition of Unions. This retro pay shall be effective from January 1, 2018, and is not subject to the conditions specified under Article 29.1.

7. **King County Coalition of Unions Administrative Support MOA:** King County agrees to continue the Coalition "Administrative Support" MOA with no changes in terms and conditions of the agreement through December 31, 2020 except to add the Payroll Specialist classification series.

8. **Short-term Temporaries (STT):** The parties agree to explore transit options for STTs that is cost-effective with the intent of being able to implement in 2019 if an agreement is reached.

9. **Duration:** This Agreement and each of its provisions 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, 2019 through December 31, 2020.

ARTICLE 39: STATE SICK LEAVE¹

A. Article 39 outlines certain sick leave benefits beginning in 2018 that are pursuant to RCW 49.46.010 *et seq.*, KCC 3.12.220, and County policy, procedures and guidelines. This Article SUPERSEDES any conflicting language in the MLA and its appendices.

B. Employees eligible for comprehensive leave benefits shall accrue sick leave in accordance with the MLA Article 34 or their appendices, whichever was adopted. In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 74 hours in one FLSA workweek shall accrue additional sick leave at the rate of 0.025 for each hour worked in excess of hour 74. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.

C. Short term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.

D. There is no limit to the number or sick leave hours accrued and carried over to the following year by an employee eligible for comprehensive leave benefits. Short term temporary employees may carry over 40 hours of unused sick leave to the following calendar year, all other unused accrued sick leave will be forfeited. RCW 49.46.210(1)(j) and KCC 3.12.220.

E. If an employee eligible for comprehensive leave benefits separates from county employment for any reason other than retirement, that employee's sick leave is cancelled. A short term temporary employee's sick leave is cancelled upon separation, termination or retirement. If an employee eligible for comprehensive leave benefits or a short term temporary employee returns to County employment within two years of separation or termination that employee's accrued sick leave shall be restored. RCW 49.46.210(1)(k) and KCC 3.12.220.

F. Paid sick leave may be used in accordance with RCW 49.46.210(1)(b)-(d) and KCC 3.12.220.

G. For purposes of sick leave, "family member" is defined under RCW 49.46.210(2) and KCC 3.12.220.

H. Verification of sick leave use is pursuant to RCW 49.46.210(1)(g) and County policy, procedures and guidelines.

I. All types of sick leave incentive programs are null and void. RCW 49.46.210(4).

APPROVED this _____ day of _____, 2020.

By: _____
King County Executive

For: International Brotherhood of Electrical Workers,
Local 77:

Rex Habner, Business Manager/Financial Secretary

Date

¹ This article does not supersede benefit time (BT) in those Appendices that provide BT.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77
DEPARTMENTS: LOCAL SERVICES, KING COUNTY INFORMATION
TECHNOLOGY, NATURAL RESOURCES AND PARKS, PUBLIC HEALTH [100]**

Subject: Establishing a Child Care Benefit for King County Employees

King County and the King County Coalition of Unions recognize a common interest in supporting King County employees by increasing access to safe, affordable and quality childcare for King County employees.

To meet this interest, the parties will convene a joint Task Force to study options for a possible child care benefit program, including the possibility of a multi-employer child care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of King County.

The Task Force assessment should include an analysis of the need for child care by King County employees, affordability, quality, location of child care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a child care benefit program and possible revenue sources. By mutual agreement, the Task Force may invite outside experts and hire external consultants to help with the assessment.

The Task Force shall provide a written report to King County's Chief People Officer, with its analysis and recommendations, no later than end of year 2019.

APPROVED this _____ day of _____, 2020.

By: _____
King County Executive

For: International Brotherhood of Electrical Workers,
Local 77:

Rex Habner, Business Manager/Financial Secretary

Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77
DEPARTMENTS: LOCAL SERVICES, KING COUNTY INFORMATION
TECHNOLOGY, NATURAL RESOURCES AND PARKS, PUBLIC HEALTH [100]**

Subject: CDL Endorsements

This Memorandum of Understanding (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

WHEREAS, during the course of Total Compensation bargaining, the parties engaged in discussion regarding the interpretation and application of Article 36.1: Training under the Master Labor Agreement regarding reimbursing the cost of CDL endorsements.

NOW THEREFORE, having bargained in good faith, the parties hereby agree to the following:

1. The County will reimburse the cost of an employee maintaining their Commercial Driver's License (CDL) endorsement(s) if the position is required by the County to have a CDL endorsement(s).

Term: This Agreement shall be in effect following its adoption by ordinance by the King County Council, with CDL reimbursement retroactive to June 2, 2018.

APPROVED this _____ day of _____, 2020.

By: _____
King County Executive

For: International Brotherhood of Electrical Workers,
Local 77:

Rex Habner, Business Manager/Financial Secretary

Date